

# LEASES & CONTRACTS - BOOK # 12

1

## LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of April, 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 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 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 northwesterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the northwesterly line of Quince Street and the southwesterly prolongation thereof a distance of 308 feet to a point; thence northwesterly parallel to and distant 308 feet from the southwesterly line of California Street, a distance of 100 feet to the true point or place of beginning; thence continuing northwesterly parallel to and distant 308 feet southwesterly from the southwesterly line of California Street, a distance of 210.5 feet to a point, said point being the most easterly corner of that parcel of tideland area leased to the Consolidated Aircraft Corporation; thence at right angles south  $53^{\circ} 29' 10''$  west a distance of 599.99 feet to a point, said point being the most southerly corner of that tideland area leased to Consolidated Aircraft Corporation; thence south  $68^{\circ} 16' 30''$  east a distance of 247.57 feet to a point; thence north  $53^{\circ} 29' 10''$  east a distance of 469.67 feet, more or less, to the true point or place of beginning, containing 112,582 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 unto the said lessee for a term beginning on the 1st day of April, 1941, and ending on the 31st day of March, 1966, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, the sum of one hundred forty-five dollars (\$145.00) per month;

For the next five-year portion of said term, the sum of one hundred seventy dollars (\$170.00) per month;

For the next five-year portion of said term, the sum of one hundred ninety-five dollars (\$195.00) per month;

For the next five-year portion of said term, the sum of two hundred twenty dollars (\$220.00) per month;

For the remaining and final five-year portion of said term, the sum of two hundred forty-five dollars (\$245.00) per month;

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

In addition to the foregoing rentals, the lessee shall pay the sum of one hundred dollars (\$100.00) per month, payable in advance on the first day of each and every month, for so long as it shall use Lindbergh Field for flying training.

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 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 herein-after provided, to-wit:

(1) The business of said lessee to be conducted upon said premises shall include any and/or all of the following: the repairing, maintaining, storing, operating and selling of aircraft; the sale of airplane and automobile gasoline, lubricants and related products, together with the sale of such articles of merchandise as are usually sold by establishments dealing in the hereinabove mentioned business; the operation of a school of aviation and the conducting of any and/or all forms of instruction; the operation of local and intercity passenger flying service; and the manufacturing of airplanes, parts, accessories and equipment of all kinds relating to airplanes.

(2) That all plans for buildings, structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the said Harbor Commission and the Planning Commission of said City.

(3) That said lessee shall also have the right to use Lindbergh Field for such flying as may be necessary in connection with the operation of the above activities; provided, however, that in the use of said Lindbergh Field said lessee shall be subject to all conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of Ordinance No. 11829 of the ordinances of said City, and ordinances amendatory thereof and supplemental thereto, and likewise to all laws of the United States, State of California, and ordinances of The City of San Diego applicable to the operation of airports and/or aircraft and/or to the leasing of tidelands by said City.

(4) The lessee hereby agrees to indemnify and hold harmless said lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any building or structure on said premises, or by reason of any use of said premises or said airport by the lessee; and it further agrees to indemnify and hold harmless the said lessor from all liability or claim of liability, and to pay any judgment rendered against said lessor, and to reimburse the lessor for any expense incurred by it, by reason of any action or suit at law or in equity brought against it, in which it is made a party, by reason of the erection of any such building or structure, or by reason of the occupancy or use by the lessee of the premises herein granted, or in any way relating to or connected with the use of the premises of the lessor. For the purpose of this paragraph the term "expense" shall be construed to include all costs incurred by the lessor

in the defense or settlement of said action or suit, including attorney's fees, filing fees, salaries and expenses of any officials or employees of said lessor while engaged in the defense or settlement of said action or suit.

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

(6) That upon the expiration of the term of this lease, said lessee shall promptly remove any and all structures erected on said premises, at its own cost and expense.

(7) That said City reserves the right to lay water or sewer pipes across said lands, provided that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such purposes.

(8) In the event that the lessee shall fail to establish and maintain the activities above described upon the said demised land, or shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, that then and in that event this lease shall terminate, and said lessee shall have no further rights thereunder, and the said lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(9) That all wires and wiring serving said leased premises shall be placed underground.

(10) Reference is hereby made to all laws as now existing and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations, made, are made a part of this lease with like effect as though the same were expressly set forth herein.

It is mutually understood and agreed between the parties hereto that upon the execution of this lease and its ratification by the City Council, the two leases heretofore entered into between The City of San Diego and Ryan Aeronautical Company, covering portions of the premises hereby leased, shall terminate and be of no further force or effect. The leases hereby referred to are that certain lease dated May 15, 1936, the original of which is on file in the office of the City Clerk of said City, bearing Document No. 297939, and recorded in Book 9, page 157, Records of said City Clerk, and that certain lease dated August 18, 1938, the original of which is on file in the office of said City Clerk, bearing Document No. 309831, and recorded in Book 10, page 254, Records of said City Clerk.

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

(SEAL)

President

ATTEST:

E. A. SMITH

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

EXHIBIT "A"

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with Ryan Aeronautical Company (except certified copy of Resolution 73623); being Document No. 327876.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

#### LEASE

THIS INDENTURE, made in duplicate, this 1st day of March, 1941, between A.A. GOETHALS of Glendale, California, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part, as Lessee, and the party of the second part does hereby rent and take, as Lessee, that certain real property, together with all improvements thereon, situate in the County of San Diego, State of California, described as follows, to-wit:

All that portion of Lot Three (3) (Northwest Quarter of the Northwest Quarter) of Fractional Section Five (5), Township Thirteen (13) South, Range Two (2) West, San Bernardino Meridian, lying above an elevation of 330 feet above sea level, according to the United States Geological Survey datum and within the following described boundaries:

Beginning at a point on the Easterly line of that certain County Road designated as Road Survey No. 333-C Escondido-Del Mar Road, Map of said Road being on file in the office of the County Surveyor of San Diego County, California, whence Station 807+34.2 on the center line of said road bears North 56° 01' West 25.0 feet; thence leaving the Easterly line of said road and running South 56° 01' East 39.70 feet, more or less, to an angle point on the Westerly line of that certain tract of land conveyed by Ed Fletcher and Mary C. B. Fletcher, husband and wife, to Griffith Henshaw, husband of Irene R. Henshaw, by deed dated June 5, 1924, and recorded in Book 1000, page 461 of Deeds, records of San Diego County; running thence with said Westerly line of Henshaw, South 10° 52' West 55.0 feet; thence South 15° 12' West 49.0 feet; thence South 4° 05' East 83.0 feet; thence South 17° 17' West 52.0 feet; thence South 10° 06' West 81.0 feet; thence South 23° 53' West 111.0 feet; thence South 82° 35' West 40.0 feet; thence South 12° 35' East 187.0 feet; thence South 29° 25' East 248.4 feet; more or less, to a point of intersection with said 330 foot contour line above sea level; thence by the following courses and distances; North 42° 12' West 55.10 feet; thence North 24° 32' West 88.0 feet; thence North 34° 43' West 116.4 feet; thence

North 13° 25' West 102.0 feet; thence North 20° 45' West 43.0 feet; thence North 11° 15' West 38.0 feet; thence North 76° 15' East 57.5 feet; thence North 74° 30' West 87.0 feet; thence South 26° 00' West 46.80 feet; thence South 15° 34' East 44.0 feet; thence South 8° 40' West 99.0 feet; thence South 5° 32' West 135.3 feet; thence South 76° 30' West 62.45 feet; thence North 82° 58' West 189.30 feet; thence South 82° 29' West 143.0 feet to a point of intersection with the Southerly line of said County Road Survey No. 333-C from whence Station 797+52.2 on the center line of said County Road Survey bears North 22° 02' West 25.0 feet; thence following the Southeasterly line of said County Road Survey No. 333-C to the point of beginning; containing 1.7 acres more or less.

The term of this lease shall be one (1) year beginning March 1, 1941, and Lessee agrees to pay as rental the sum of Twenty-five Dollars (\$25.00) per month, lawful money of the United States, payable in advance on the first day of each and every month during said term.

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

1. Lessee will maintain all improvements now upon said premises in a fair state of repair, reasonable wear and tear and damage by the elements excepted.

2. If the improvements upon said premises shall be destroyed by fire or other cause or be so damaged thereby that they become untenable and are not rendered tenantable by the Lessor within sixty (60) days from the date of injury, this Lease may be terminated by either party. Lessee shall not be required to pay any rent whatsoever during any period that said improvements remain untenable. Lessor shall be under no obligation to repair any such damage to said improvements.

3. In case said improvements shall be partially damaged by fire or other cause but are not thereby rendered untenable, Lessee shall be allowed a reasonable reduction in said rental during such period as such damage remains unrepaired. Lessor shall be under no obligation to repair any such damage to said improvements but in case such damage is not repaired by Lessor within a period of thirty (30) days from the date of written notice to Lessor of such damage then Lessee shall have the option to terminate this lease by written notice thereof to Lessor.

4. That if the rent shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void.

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

6. That in case of the violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter, possess and relet the same as the agent of the Lessee and for its account.

7. Said premises may be subleased by Lessee without first securing the consent of Lessor therefor.

8. It is mutually agreed that in no case when and if this lease is unauthorized by the Charter of The City of San Diego and/or the general laws of the State of California, shall said City or any department, board or officer thereof, be liable to said Lessor by reason of the conditions and provisions thereof, but said lease shall forthwith terminate.

9. It is further mutually understood and agreed that in the event this lease is terminated for any reason, and the Lessee is not in arrears in the payment of the rent at the time of such termination, that Lessee shall have the right to remove any detachable equipment which has been placed on the premises by Lessee during the term of this lease.

10. That either party hereto shall have the right to cancel this lease at any time provided written notice of said cancellation is given by the writer, wishing to cancel the lease, to the other party not less than sixty (60) days prior to such date of cancellation and provided further than an adjustment of the rental shall be made as of the date of cancellation.

IN WITNESS WHEREOF, this Lease has been executed by Lessor, and this lease is executed by The City of San Diego, as Lessee, acting by and through a majority of the members of the Council of said City, under and pursuant to a resolution authorizing said execution, the day and year first hereinabove written.

(SEAL)

ATTEST:  
FRED W. SICK  
City Clerk

A. A. GOETHALS  
Lessor  
THE CITY OF SAN DIEGO  
Walter W. Cooper  
City Manager

Members of the Council  
Lessee.

Approved as to form D. L. AULT, City Attorney  
By H. B. DANIEL  
Asst. City Attorney

STATE OF CALIFORNIA }  
County of Los Angeles ) ss.

On this 3rd day of March, 1941, before me, ELLA SCOTT, a Notary Public in and for the said County of Los Angeles, State of California residing therein, duly commissioned and sworn, personally appeared A. A. GOETHALS, 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 the day and year in this certificate first above written.

(SEAL)

ELLA SCOTT  
Notary Public in and for Los Angeles County,  
State of California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with A. A. Goethals on Lake Hodges Grove property; being Document No. 327624.

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

By James T. Faxon Deputy

U.W.G.CO. BOND #1292339  
KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED NINE Dollars (\$809.00), 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 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:

- 700' - 16" Class 200 B&S, Super-deLavaud, centrifugal cast iron pipe, and
- 19 - miscellaneous 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.

UNITED STATES PIPE AND FOUNDRY COMPANY  
By D. B. STOKES Vice-President  
Principal

ATTEST:  
H. A. HOOVER  
Asst. Secy.  
(SEAL)

The rate of premium on this Bond is \$ \_\_\_\_\_ per \$1,000  
The total amount of premium charged is 5.00 min.

ATTEST:  
(SEAL)

UNITED STATES GUARANTEE COMPANY  
By A. O. FISKE Attorney-in-fact  
and By G. W. BELL Attorney-in-fact  
Surety

STATE OF CALIFORNIA  
City and County of } ss  
San Francisco

On this 24th day of February, in the year nineteen hundred and forty-one, 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  
My commission expires Mar 10 1942 San Francisco, State of California

I hereby approve the form of the within Bond, this 1st day of March, 1941.  
D. L. AULT  
City Attorney

I hereby approve the foregoing bond this 1st day of March, 1941.  
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 1st day of March, 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 UNITED STATES PIPE & FOUNDRY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 19 - pieces of miscellaneous fittings; and
- 700' - 16" Class 200 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. 325956.

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

700' - 16" Class 200 B&S Super-deLavaud, centrifugal cast iron pipe, @ \$3.58 per foot .....	\$ 2506.00
Plus California State Sales Tax .....	59.01
	\$ 2565.01
19 - pieces of miscellaneous fittings, as enumerated and described in said Document No. 325956 .....	\$ 667.06
Said price includes the California State Sales Tax..	
	\$649.70
Tax	17.36

Said 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 deliver said material on or before April 21, 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 Two Hundred Thirty-two and 07/100 Dollars (\$3232.07), 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 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. 73371 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 WALTER W. COOPER

City Manager

UNITED STATES PIPE & FOUNDRY COMPANY,

By D. B. STOKES

Vice-President

Contractor (SEAL)

ATTEST:

H. A. HOOVER

Asst. Secy.

I hereby approve the form of the foregoing contract, this 1st day of March, 1941.

D. L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Pipe & Foundry Company for 16" cast iron pipe and fittings; being Document No. 327122.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That HARRY MUNS, as Principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the Commonwealth 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 THOUSAND THREE HUNDRED TEN Dollars (\$1,310.00), 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 7th day of March, 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, for certain repairs and new construction on the Golf Clubhouse in Balboa Park, 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.

HARRY MUNS

Principal

MASSACHUSETTS BONDING AND INSURANCE  
COMPANY Surety

By DONALD B. GOLDSMITH Attorney-in-Fact  
(SEAL)

ATTEST:

BILDA C. FOTLAND

ATTEST:

BILDA C. FOTLAND

I hereby approve the form of the within Bond, this 7th day of March, 1941.

D. L. AULT City Attorney

By HARRY S. CLARK

Deputy City Attorney

I hereby approve the foregoing bond this 7 day of March 1941

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA

County of San Diego } ss.

On this 7th day of March in the year one thousand nine hundred and forty-one, 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.

ZELDA B. MELANCON

Notary Public in and for said County and State.

(SEAL)

My Commission expires Mar. 12, 1942.

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That HARRY MUNS, as Principal, and MASSACHUSETTS BONDING AND INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the Commonwealth 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 Two Thousand Six Hundred Nineteen Dollars (\$2,619.00), 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 and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of March, 1941.

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 repairs and new construction on the Golf Clubhouse in Balboa Park, in the City of San Diego, particularly and in detail set forth in those certain plans and specifications on file in the office of the City Clerk of said City under Document No. 325706; 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 Six Hundred Nineteen Dollars (\$2,619.00), 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, its successors and 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.

HARRY MUNS

Principal

MASSACHUSETTS BONDING AND INSURANCE COMPANY

Surety (SEAL)

By DONALD B. GOLDSMITH Attorney-in-Fact

ATTEST:

BILDA C. FOTLAND

STATE OF CALIFORNIA

County of San Diego

} ss

On this 7th day of March in the year one thousand nine hundred and forty-one, 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.

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 7th day of March, 1941.

D. L. AULT, City Attorney

By HARRY S. CLARK

Deputy City Attorney

I hereby approve the foregoing bond this 7th day of March, 1941.

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 March, 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 HARRY MUNS, 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: Certain repairs and new construction on the Golf Clubhouse in Balboa Park, in the City of San Diego, all more particularly and in detail set forth in those certain plans and specifications on file in the office of the City Clerk of said City under Document No. 325706. Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Five Thousand Two Hundred Thirty-seven Dollars (\$5,237.00).

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 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 sums, to-wit: Five Thousand and Two Hundred Thirty-seven Dollars (\$5,237.00), said payments to be made as follows: Upon completion of the work above described, and the acceptance of the same by the Park 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 Park 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 Park Director 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 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 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 contract; 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, it will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Trade or Occupation	Per 8-hour Day
Bricklayers	\$12.00
Bricklayer tenders	7.00
Concrete finishers	10.00
Carpenters	9.00
Carpenters, foreman	10.00
Cement finishers	10.00
Electrical wireman	10.00
Electrical foreman	11.00
Apprentice, 4th year	7.00
Apprentice, 3rd year	6.00
Apprentice, 2nd year	5.60
Concrete mixermen	7.00
Laborers	6.00
Laborers, foreman	8.00
Painters	8.00
Plasters	6 hrs. \$9.00
Plumbers, journeyman	11.00
Roofers, journeyman	7.00
Roofers, foreman	8.00
Sheet metal workers	9.00
Teamsters	5.00
Dump truckmen, under 4 yards	5.60
Dump truckmen, 4 to 7 yards	6.40
Watchmen	5.00

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 Park 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, The City of San Diego has caused this instrument to be executed by its City Manager, acting under and pursuant to Resolution No. 73548 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

HARRY MUNS  
Contractor

I HEREBY APPROVE the form of the foregoing Contract this 7th day of March, 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 Harry Muns for repair and construction of Golf Course Club Hous; being Document No. 327231.

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

By Francis T. Patten Deputy

#### PROJECT AGREEMENT - 1939-41 BIENNIUM

FIFTH 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 fourth 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 January 22, 1941, and by the Department January 28, 1941, providing for the work described herein as projects 24 to 39 inclusive; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to reduce the funds programmed for projects 28, 30, 35, and 37; to provide additional funds for project 25(b); and provide funds for the work hereinafter described as project 40;

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	
	Rt. 12	14.80	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,	100.00
	Rt. 12 (portion)	4.34	July 1, 1939, to June	4,340.00
	Rt. 200 (portion)	0.38	30, 1941	500.00
	Rt. 2 (portion)	8.00	Paint center curbs	400.00
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	185.85 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 3,944.35
31	Main St., Rt. 2, from Twenty- sixth St. to Thirty-second St.:		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	Rt. 77, from Mission Valley Rd. to Broadway	3.50	Surveys and plans	6,500.00
33	Pacific Highway, Rt. 2, from Bean St. to San Diego River	1.86	Right of way	35,000.00
34	Pacific Highway, Rt. 2, at Rosecrans St.		Acquire additional right of way	25,000.00
35	Pacific Highway, Rt. 2, at Station 154+50 in Rose Canyon		Construct traffic islands:	
			Surveys and plans	1,040.00
			Construction	25,000.00
36	Contingency projects		Place culvert:	
37	El Cajon Ave., Rt. 12, from Texas St. to Euclid Ave.	2.75	Surveys and plans	100.00
38	Broadway, Rt. 200, from Pacific Highway to Twelfth St.	1.00	Construction	1,449.13
39	Pacific Highway, Rt. 2, from San Diego River to Torrey Pines Grade	9.30	Repair pavement	5,000.00
40	Pacific Highway, Rt. 2, from Rose Canyon Creek bridge to 2000' north, and at Sorrento Creek bridge	0.10	Resurface pavement:	
			Surveys and plans	200.00
			Construction	10,000.00
			Construct berms and lengthen culverts	3,000.00
			Place riprap	3,400.00
Total				\$336,589.68

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, 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 and the painting of center curbs, 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 disposed of subsequently. 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 interest 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 the 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, 39, and 40, 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, 39, and 40, 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, 39, and 40, 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 \$336,589.68 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, 40, 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, 40, and the acquisition of right of way for the City as designated in projects 32 and 33, from the funds provided herein.

#### 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, 40, 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 21st day of March, 1941, and the Department on the 25th day of March, 1941.

Approval recommended:

L. V. CAMPBELL

Engineer of City and  
Cooperative Projects

CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

By G. W. 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 Fifth Supplemental Memorandum of Agreement for expenditure of 1/4 cent gas tax for State highways; being Document No. 327905.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

#### FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 25th day of March, 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, by and through its Council, hereinafter sometimes designated as the City, and HARRY L. FOSTER 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 certain materials, 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 PACIFIC BEACH PIPE LINE in the City of San Diego, State of California, being and as per Schedule II all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 18th day of February 1941, marked "Document No. 326792, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications PACIFIC BEACH PIPE LINE said plans consisting 6 sheets and said specifications consisting of 125 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:

Trade or Occupation	Per Diem Wage 8 hours
Blacksmiths	\$ 6.00
Blade Men	6.00
Carpenters	9.00
Caulkers	6.00
Cement Finishers	10.00
Compressor Operators (Portable)	9.00
Concrete Mixerman (10 c.f. capacity and under)	7.00
Concrete Spreaders	6.00
Concrete Tampers	6.00
Crane Operators	12.00
Dragline Operators	12.00
Drillers	7.00
Drill Sharpeners	6.00
Electricians	10.00
Hoist Operators	10.00
Laborers, Common	6.00
Pipe Layers	8.00
Powdermen	8.00
Pump Men	6.00
Reinforcing Steel Workers (Placers and Tiers)	10.00
Shovel Operators	12.00
Shovel Firemen	8.00
Shovel Oilers	7.40
Teamsters	5.00
Tractor Operators	10.00
Trenching Machine Operators	11.00
Truck Drivers, under 15,500 pounds	5.60
Truck Drivers, over 15,500 pounds	6.40
Watchmen	5.00
Welders	11.00
Yarners	6.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 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 caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
ADDISON E. HOUSH  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

ATTEST: FRED W. SICK  
(SEAL) City Clerk

ATTEST:  
B. C. FOTLAND

HARRY L. FOSTER  
Contractor

I hereby approve the form of the foregoing contract, this 24th day of March, 1941.

D. L. AULT  
City Attorney of the City of San Diego  
By H. B. DANIEL

Asst. City Atty.

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That 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 EIGHTY THOUSAND SEVEN HUNDRED SEVEN and 05/100 (\$80,707.05) (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 25th day of March, 1941.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish certain materials, haul and place certain materials furnished by City and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of PACIFIC BEACH PIPE LINE in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 18th day of February 1941 marked Document No. 326792 and endorsed NOTICE TO CONTRACTORS, INSTRUCTION TO BIDDERS, PROPOSAL, DRAWINGS AND SPECIFICATIONS PACIFIC BEACH PIPE LINE said plans consisting of 6 sheets, and said specifications consisting of 125 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 25th day of March 1941, 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. FOTLAND

HARRY L. FOSTER  
Principal  
By HARRY L. FOSTER

ATTEST:  
B. C. FOTLAND

MASSACHUSETTS BONDING AND INSURANCE COMPANY (SEAL)  
Surety  
By DONALD B. GOLDSMITH  
Attorney-in-Fact

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 24th day of March, 1941.

D. L. AULT  
City Attorney of the City of San Diego  
By H. B. DANIEL

Asst. City Atty.

STATE OF CALIFORNIA }  
County of San Diego } ss.

On this 25th day of March in the year one thousand nine hundred and forty-one, 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.

Approved by a majority of the members of the Council of The City of San Diego, this 25th day of March, 1941.

ATTEST:  
FRED W. SICK  
City Clerk  
(SEAL)

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

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That 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 FORTY THOUSAND THREE HUNDRED FIFTY THREE and 53/100 Dollars (\$40,353.53), (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 25th day of March, 1941.

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 furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of PACIFIC BEACH 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 18th day of February, 1941, marked Document No. 326792 and endorsed Notice to Contractors Instructions to Bidders, Proposal, Drawings and Specifications Pacific Beach Pipe Line; said plans consisting of 6 sheets and said specifications consisting of 125 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 FORTY THOUSAND THREE HUNDRED FIFTY THREE and 53/100 Dollars (\$40,353.53), 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 25th day of March 1941, 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.

HARRY L. FOSTER

Principal

By Harry L. Foster

ATTEST:

B. C. FOTLAND

MASSACHUSETTS BONDING AND INSURANCE COMPANY

(SEAL)

ATTEST:

B. C. FOTLAND

Surety

By 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

ss.

County of San Diego

me On this 25th day of March in the year one thousand nine hundred and forty-one, before/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.

ZELDA B. MELANCON

(SEAL)

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 24th day of March, 1941.

D. L. AULT

City Attorney of the City of San Diego

By H. B. DANIEL

Asst. City Atty.

Approved by a majority of the members of the Council of The City of San Diego, this 25th day of March, 1941.

ATTEST:

FRED W. SICK City Clerk

P. J. BENBOUGH

FRED W. SIMPSON

L. F. WEGGENMAN

ADDISON E. HOUSH

ERNEST J. BOUD

HARLEY E. KNOX

A. E. FLOWERS

(SEAL)

Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Harry L. Foster for Pacific Beach Pipe Line; being Document No. 327758.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

## FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 24th day of March, 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, by and through its Council, hereinafter sometimes designated as the City, and UNITED STATES PIPE & FOUNDRY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said Contractor by said City, in manner and form as hereinafter provided, said Contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: Cast iron pipe, special castings and fittings at the unit prices bid in Schedule I, less freight at the rate of \$13.15 per ton based on weights shown on bill of lading, and in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 326792.

Said Contractor hereby agrees to furnish and deliver the material referred to above f.o.b. cars foundry, Birmingham District, Alabama

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, as follows:

Upon delivery of said material, and the acceptance of the same by the City, ninety per cent (90%) of the said contract price, 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 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.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written:

ATTEST: FRED W. SICK City Clerk  
(SEAL)

THE CITY OF SAN DIEGO  
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

ATTEST: R. E. BURGUND

U.S. PIPE AND FOUNDRY CO. Contractor  
By R. W. MARTINDALE Pac.Coast Mgr.  
D. L. AULT City Attorney  
By H. B. DANIEL

Asst. City Attorney

FORM OF FAITHFUL PERFORMANCE BOND U.S.G CO. BOND #1301922

The rate of premium on this Bond is \$1.25 per \$1,000. The total amount of premium charged is \$152.03.

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED TWENTY ONE THOUSAND, SIX HUNDRED TWENTY FIVE DOLLARS AND TWENTY CENTS (\$121,625.20) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 24th day of March 1941.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered or is about to enter into the annexed contract with The City of San Diego, to furnish and deliver f.o.b. cars Birmingham district: Cast iron pipe, special castings and fittings in accordance with Schedule I, Pacific Beach Pipe Line and 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:  
R. E. BURGUND

U.S. PIPE AND FOUNDRY CO.  
R. W. MARTINDALE Pac Coast Mgr  
Principal  
UNITED STATES GUARANTEE COMPANY  
By CELIA R. PETAR Attorney in Fact  
and A. O. FISKE Attorney in Fact  
Surety (SEAL)

ATTEST:

STATE OF CALIFORNIA

City and County of  
San Francisco

} ss.

On this 24th day of March, in the year nineteen hundred and forty-one, A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Celia R. Petar and A. O. Fiske, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

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

(SEAL)  
My Commission expires  
Mar. 10, 1942.

IRENE MURPHY  
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 24th day of March, 1941.

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, California, this 25th day of March, 1941.

ATTEST:  
FRED W. SICK City Clerk  
(SEAL)

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  
U.S.G.CO. BOND #1301923

## FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That United States Pipe & Foundry Company, a New Jersey 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 Sixty Thousand Eight Hundred Twelve & 60/100 Dollars (\$60,812.60), (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 24th day of March, 1941.

Where, the said principal has entered into the annexed contract with The City of San Diego to furnish materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Pacific Beach 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 day of 1941, marked Document No. 326792 and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications; said plans consisting of 125 sheets and said specifications consisting of 6 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 Sixty Thousand Eight Hundred Twelve & 60/100 Dollars (\$60,812.60), 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 24th day of March 1941, 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: R. E. BURGUND

U. S. PIPE AND FOUNDRY CO. Principal  
By R. W. MARTINDALE Pac.Coast Mgr.

ATTEST:

UNITED STATES GUARANTEE COMPANY (SEAL)  
By Celia R. Petar Surety  
Attorney-in-Fact  
and By A. O. Fiske  
Attorney-in-Fact

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA  
City and County of } ss.  
San Francisco

On this 24th day of March, in the year nineteen hundred and forty-one, 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  
Notary Public in and for the City and County  
My Commission expires Mar. 10, 1942 of San Francisco, State of California  
Premium on this Bond is included in Bond for Faithful Performance

I hereby approve the form of the within Bond this 24th day of March, 1941.

D. L. AULT  
City Attorney of the City of San Diego  
By H. B. DANIEL

Asst. City Atty.

Approved by a majority of the members of the Council of the City of San Diego, this 25th day of March, 1941.

ATTEST:  
FRED W. SICK City Clerk

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)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the City of San Diego, California and United States Pipe & Foundry Company for work on the Pacific Beach Pipe Line; being Document No. 327759.

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 31st 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 Harbor Commission of said City, as Lessor, hereinafter called the City, and AMERICAN PRODUCTS, INC., a corporation, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 1698.02 feet northwesterly from said Bulkhead Line Station 183; thence north 70° 50' east a distance of 146.87 feet to a point; thence north 50° 50' west a distance of 55.81 feet to the true point or place of beginning; thence continuing north 50° 50' west a distance of 419.16 feet to the point of tangency of a 30 foot radius curve, concave to the east; thence northerly along the arc of said curve an arc distance of 63.70 feet to its point of ending; thence tangent to said curve north 70° 50' east a distance of 641.62 feet to the point of beginning of a tangent curve convex to the south having a radius of 100 feet; thence easterly along the arc of said curve an arc distance of 91.19 feet to its point of ending; thence tangent to said curve south 56° 55' east a distance of 235.52 feet to a point, said point being the most northerly corner of that tideland parcel now leased to the San Diego Planing Mill; thence south 70° 50' west along the northwesterly boundary of said parcel now leased to the San Diego Planing Mill a distance of 329.81 feet to the most westerly corner thereof; thence south 50° 50' east along the southwesterly boundary of said leased parcel and its southeasterly prolongation a distance of 264.35 feet to a point; thence south 70° 50' west a distance of 394.19 feet to the point of tangency of a 100 foot radius curve convex to the north; thence westerly along the arc of said curve an arc distance of 101.81 feet to the true point or place of beginning, containing 271,200 square feet, or 6,226 acres, 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 lessee for a period of fifteen (15) years, beginning on the 1st day of April, 1941, and ending on the 1st day of April, 1956, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of the term of said lease, at the rate of one cent (1¢) per square foot per year;

For the next five (5) years of the term of said lease, at the rate of two cents (2¢) per square foot per year;

For the last five (5) years of the term of said lease, at the rate of four cents (4¢) per square foot per year.

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

Neither the whole, nor any part of this lease shall be assignable or transferable nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission, evidenced by resolution duly and regularly passed and adopted.

The Council of said City and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease

in such manner as may seem proper, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessees 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 herein-after provided, to-wit:

(1) That the demised premises shall be used for the purpose of conducting and maintaining thereon the business of selling lumber and allied construction materials at wholesale. The lessee shall have the right to construct an office and warehouse, and such other building or buildings as may be necessary or convenient for conducting and carrying on said business.

(2) That said lessee shall at the expiration or termination of this lease have the right, and shall be required to remove all improvements placed upon said premises by it.

(3) That all plans for buildings and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the Harbor Commission and the planning commission of said City.

(4) That said City reserves the right to lay water pipes across said lands, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general plan of harbor improvement adopted by the Council of said City, and that the lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out 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 carrying out and completion of said general plan of improvement.

(5) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.

(6) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein, are made a part of this lease with like effect as though the same were expressly set forth herein.

It is mutually understood and agreed between the parties hereto that upon the execution of this lease and its ratification by the City Council, the two leases heretofore entered into between The City of San Diego and American Products, Inc., covering a portion of the premises hereby leased and a portion of the tidelands between 7th Avenue and 8th Avenue and northeasterly of Harbor Street, shall terminate and be of no further force or effect. The leases hereby referred to are that certain lease dated September 1, 1936, the original of which is on file in the office of the City Clerk of said City, bearing Document No. 300341, and recorded in Book 9, page 270, Records of said City Clerk, and that certain lease dated June 15, 1938, the original of which is on file in the office of said City Clerk, bearing Document No. 308542, and recorded in Book 10, page 178, Records of said City Clerk.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Lessee has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor  
By R. H. VAN DEMAN  
EMIL KLICKA  
WILLIAM HARPER  
Members of the Harbor Commission of The City of San Diego.

AMERICAN PRODUCTS, INC. Lessee  
By J. C. EVENSON

ATTEST: F. F. EVENSON  
(SEAL) Secretary

I hereby approve the form of the foregoing Lease, this 24th day of March, 1941.

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 Tideland Lease with American Products, Inc., being Document No. 328076.

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 11th day of February, 1941, by and between the City of San Diego, a municipal corporation, hereinafter called the "City" and Southern California Telephone Company, a corporation, hereinafter called the "Company",

## W I T N E S S E T H:

That in full and final settlement of all matters involved between said City and The Pacific Telephone and Telegraph Company in that certain action now pending in the Superior Court of the State of California in and for the County of San Diego, entitled "City of San Diego v. Whitney, et al., No. 94732", it is agreed:

1. That the Company, as successor in interest to The Pacific Telephone and Telegraph Company, does hereby relinquish and abandon all right and claims of right to compensation from the City on account of the public improvement described in the complaint in said action and on account of the work done by and on behalf of the City of San Diego in the improvement of that certain public highway referred to in said complaint as Camino del Rio in said City.

2. That the City will, within thirty (30) days from date hereof pay to the Company the sum of \$352.37.

3. That the Company, upon receipt of said payment, will file its disclaimer in the said action.

4. That this agreement is made for the benefit of and shall be binding upon the successors and assigns of both parties.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their respective officers thereunto duly authorized, the day and year first hereinabove written.

CITY OF SAN DIEGO  
By WALTER W. COOPER

ATTEST: \_\_\_\_\_

SOUTHERN CALIFORNIA TELEPHONE COMPANY

By M. R. SULLIVAN Vice President  
And J. R. KNAPP Assistant Secretary

Approved as to form  
Lawler, Felix & Hall, Attorneys  
By JOHN W. HOLMES

(SEAL)

I hereby approve the form of the foregoing Agreement, this 18th day of February, 1941.

D. L. AULT City Attorney  
By MOREN S. LEVENSON Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement between the City of San Diego and the Southern California Telephone Company; being Document No. 326613.

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, General Petroleum Corporation of Calif. are the owners of Lots 11 & 12 Block 12 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 11th day of March, by General Petroleum Corp. that they will for and in consideration of the permission granted them to remove 41' curbing on Rosecrans 28' feet of curbing on Byron 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.

GENERAL PETROLEUM CORP. OF CALIF.  
By H. M. RUSSELL Asst. Optg. Mgr.  
Higgins Bldg., Los Angeles

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

On this 11th day of March, A.D. Nineteen Hundred and forty-one, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. M. Russell 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 of San Diego,  
My Commission expires Mar. 20, 1943 State of California

RECORDED MAR 18 1941 20 min. past 11 A.M. in Book 1116 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.  
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 General Petroleum Corporation of California to the City of San Diego; being Document No. 327318.

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, George Roy Stevenson is the owner of Lot 8 Subdivision Randolph Terrace and,

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

THIS AGREEMENT, signed and executed this 5th day of March, 1941, by George Roy Stevenson that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on 4310 Randolph 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.

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.

George Roy Stevenson  
4310 Randolph  
Owner's Name  
Address

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 5 day of March, A.D. Nineteen Hundred and 41, before me, Gladys E. Metzger a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George Roy Stevenson 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) GLADYS E. METZGER  
Notary Public in and for the County of San Diego  
My Commission expires State of California  
Feb. 16, 1944

RECORDED MAR 18 1941 20 min. past 11 A.M. in Book 1116 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.  
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 George Roy Stevenson to the City of San Diego; being Document No. 327225.

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

By Helen M. Willig Deputy

OPTION AGREEMENT

WHEREAS, The City of San Diego did, on or about the 14th day of May, 1940 (Document No. 321531) lease and let to Wayne W. Dailard, Warren Worcester and Curtis Coleman, the Mission Beach Amusement Center for a period of one year beginning on the 29th day of May, 1940 and ending on the 28th day of May, 1941, together with an option for one additional year as in said lease provided, which paragraph provides as follows:

"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";  
and

WHEREAS, by Resolution No. 73464, the City found that the Lessees had filed with the City Clerk a written notice of exercise of said option, the same bearing Document No. 322609, and by said resolution further resolved:

"That the term of the lease referred to in the preamble of this resolution be, and the same is hereby extended for a period of one year from May 28, 1941, upon the same terms and conditions and at the same rentals as provided for in said lease.

"BE IT FURTHER RESOLVED that the City Manager be, and he is hereby authorized and empowered, on behalf of The City of San Diego, to enter into an agreement with said Lessees covering the extended term of said lease herein provided for";  
NOW, THEREFORE,

IT IS AGREED by and between THE CITY OF SAN DIEGO, a municipal corporation, Lessor, and WAYNE W. DAILARD, WARREN WORCESTER and CURTIS COLEMAN, as Lessees, that the Lease above referred to (Document No. 321531) is extended for said additional year from May 29, 1941, to May 28, 1942, upon the said terms and conditions as in said Lease provided; and that each of the parties to said Lease hereby agrees to perform each, all and every of the terms and conditions set forth in said Lease, reference to which is hereby made for further particulars.

IN WITNESS WHEREOF, The City of San Diego has caused this Option Agreement to be executed by its City Manager, acting under and pursuant to Resolution No. 73464, adopted February 18, 1941, authorizing such execution, and the said Lessees have hereunto subscribed their names, this 29th day of March, 1941.

THE CITY OF SAN DIEGO Lessor  
By WALTER W. COOPER City Manager

WAYNE W. DAILARD  
WARREN B. WORCESTER  
CURTIS COLEMAN

Lessees

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of March, 1941.  
D. L. AULT, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option Agreement with Wayne W. Dailard, Warren B. Worcester and Curtis Coleman on Mission

Beach Amusement Center; being Document No. 328454.

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, Anna M. Hunger is the owner of Lot 4 Block 38 La Jolla Hermosa #2 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 14th day of March, by me that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Folsom Drive 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.

Anna M. Hunger 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.

ANNA M. HUNGER  
349 Rosemont St.

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

On this 7th day of March, A.D. Nineteen Hundred and forty-one, before me, Dorothy J. C. Ede a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Anna M. Hunger a married woman 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, San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) DOROTHY J. C. EDE  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires June 16, 1941  
RECORDED MAR 18 1941 20 min. past 11 A.M. in Book 1116 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.  
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 Anna M. Hunger to the City of San Diego; being Document No. 327471.

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

By Helen M. Willis Deputy

# REVOCABLE PERMIT

WHEREAS, the City of San Diego, California has applied to the Navy Department for permission to construct an Outfall Sewer Line across the grounds of the Naval Destroyer Base, San Diego, California, and

WHEREAS, the construction, operation and maintenance of said Outfall Sewer Line on Government land under certain conditions and restrictions will serve a useful purpose and will in no way interfere with the activities of the United States at the aforementioned Destroyer Base,

NOW, THEREFORE, in consideration of the foregoing, the United States of America, represented by the Secretary of the Navy, hereinafter referred to as the Permittor, hereby grants permission to the City of San Diego, California, hereinafter referred to as the Permittee, to construct, operate and maintain an Outfall Sewer Line across the grounds of the Naval Destroyer Base at San Diego, California at the location and in accordance with the details as shown on the blueprint dated April 23, 1940 as revised on January 6, 1941, #928D, bearing the legend: "City of San Diego, Engineering Department. Proposed 42" Outfall Sewer Across the U. S. Destroyer Base", attached hereto 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 is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land of the United States.
3. This permit is restricted and shall not be assigned or succeeded to in any manner, except by operation of law, without the consent in writing obtained beforehand of the Permittor, and in case of such assignment or succession so consented to, all of the foregoing provisions and conditions shall apply to such substituted Permittee.
4. The Permittee undertakes to construct, maintain and keep in a state of repair the said outfall sewer to the satisfaction of the representative of the Navy Department herein-after designated.
5. In the event the Permittee fails to maintain and keep in a state of repair the said outfall sewer, the Permittor after notice to the Permittee, may perform the necessary repairs and charge the cost of same to the Permittee.
6. In the event that the construction, maintenance or repair of the said outfall sewer necessitates, in the judgment of the Permittor, any expense by the Permittor for the proper upkeep and safeguarding of the Permittor's property, the Permittee shall be liable for such expense.
7. The construction, maintenance and repair of said outfall sewer and the ingress to and egress from said Naval Destroyer Base shall be subject to such rules and regulations as the naval authorities may, from time to time, prescribe, and all personnel of the Permittee including its contractors and others, who engage in the construction, erection and repair of said facilities, shall likewise be covered by such rules and regulations, and the

Permittee undertakes that no work shall be done without complying with all the laws of the State of California and of the United States.

8. Upon completion of the work contemplated by this permit, the Permittee shall promptly remove from the said Naval Destroyer Base all surplus materials and equipment used in the project, and if the Permittee fails or neglects so to remove the same after reasonable notice in the circumstances, then the Permitter may cause them to be removed at the expense of the Permittee, the cost thereof to be paid to the Permitter on demand, and no claim for any damages against the Permitter or any officer or agent thereof shall be created by or made on account of such removal.

9. In the interest of safety, the representative of the Navy Department hereinafter designated may require the Permittee to provide such safeguards as he in his sole judgment may deem necessary.

10. In case of termination of this permit, the Permittee at its sole expense and within ninety (90) days after receipt of notice thereof will remove all its property from the land of the United States of America and restore said land as nearly as practicable to its original condition if so requested by the Permitter. Any expense incurred by the United States of America after the termination of this permit in removing any of the property of the Permittee and in restoring its land to its original condition will be reimbursed to the Permitter by the Permittee.

11. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property in connection with the construction, maintenance or repair of the said outfall sewer, occasioned in whole or in part by acts or omissions of any persons whomsoever, the Permittee agrees to indemnify and save harmless the Government from and against any loss, expense, liability, claims or demands to which the Government may be subjected as a result of such death, loss, destruction or damage, except that if there is concurring negligence on the part of the officers, agents or employees of the Government, the Permitter agrees to submit to the Congress of the United States a statement of the facts in regard thereto and to make appropriate recommendations with respect to indemnifying and saving harmless the Permittee in whole or in part, as circumstances warrant.

12. In case of destruction of or damage to the property of the United States by the Permittee, its agents, employees or servants in the course of constructing, maintaining or repairing said outfall sewer, the Permittee, at the option of the Permitter and upon demand, shall cause the said property to be replaced or repaired, or it will pay the Permitter the value of the destruction or damage.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the permit be for the general benefit of such corporation or company.

14. 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, Naval Operating Base, San Diego, California, is hereby designated and empowered to act as the local representative of the Navy Department.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal of the Navy Department this 25th day of February, 1941.

UNITED STATES OF AMERICA (SEAL)

By JAMES FORRESTAL

Acting Secretary of the Navy

THIS PERMIT is also executed by City of San Diego, California in acknowledgment of the acceptance of the terms and conditions therein set forth.

CITY OF SAN DIEGO, CALIFORNIA

By WALTER W. COOPER

City Manager

I HEREBY APPROVE the form of the foregoing Revocable Permit this 17th day of February, 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 Revocable Permit for Outfall Sewer across Destroyer Base; being Document No. 327518.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willich Deputy

#### LEASE AGREEMENT

THIS AGREEMENT made this 17th day of March, 1941, by and between the County of San Diego, hereinafter called the County, and the City of San Diego, hereinafter called the City:

#### WITNESSETH:

WHEREAS, the County is the owner of a power woodworking machine carried on the inventory of the County Road Department; and

WHEREAS, said power woodworking machine is not now being used by the County and its use is not contemplated in the immediate future; and

WHEREAS, the County has been requested by the Director of Public Works of the City of San Diego to lease said power woodworking machine to the City for use at the San Diego Zoo where it is contemplated that said power woodworking machine will be used in the construction of certain bridges which are to be built on the grounds of the San Diego Zoo.

NOW THEREFORE, the County does hereby agree to lease said machine to the City upon the following terms and conditions:

1. That the term of lease for said power woodworking machine shall be for the period of one (1) year unless sooner terminated as hereinafter provided.

2. That in consideration for the use of said power woodworking machine the City agrees to pay the sum of Four and no/100 Dollars (\$4.00) per year or at the rate of One and no/100 Dollars (\$1.00) per quarter if the City does not continue to use said power woodworking machine for the full term of this agreement, together with the cost of cartage for delivery of said machine from San Luis Rey to Balboa Park in the City of San Diego in the amount of \$10.65.

3. That if during the term of this lease the County determines that it has use for said power woodworking machine, the same shall be returned to the possession of the County within ten (10) days after written demand for the return of same is filed with the Director of Public Works of the City.

4. That said power woodworking machine will be returned at the expiration of this agreement or upon demand of the County as hereinabove provided in as good and workable condition as when turned over to the City.

5. The City agrees to indemnify and hold the County harmless against any or all claims for damages arising out of the use of said power woodworking machine during the time that it is in the possession of said City.

COUNTY OF SAN DIEGO  
By WALTER BELLON  
Chairman, Board of Supervisors

CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease Agreement from County of San Diego for use of power woodworking machine; being Document No. 327615.

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, Lee A. Lane is the owner of Lots 8 & 12, Block 21, Reed & Hubbel 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 17th day of March, by Lee A. Lane that I will, for and in consideration of the permission granted me to remove 2-20 feet of curbing on Main St. adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway construction pursuant 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.

LEE A. LANE  
2675 Main St.

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

On this 17 day of March, A.D. Nineteen Hundred and forty-one, before me, Effie B. Powell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lee 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.

(SEAL) EFFIE B. POWELL  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires April 29, 1941.  
RECORDED MAR 22 1941 53 min. past 9 A.M. in Book 1161 at Page 105 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.  
K. YOUNG

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Lee A. Lane; being Document No. 327616.

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, Shell Oil Company Inc. is the Lessee of Lots 1 & 2 Orchard Villa City of San Diego, County of San Diego, State of California, according to Map No. 1332 filed in the office of County Recorder S.D. County May 11, 1911 and, excepting therefrom the northerly 50' thereof having a frontage of 135' on El Cajon 475' on Highland (N.W. Cor.)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 March, by Shell Oil Co. Inc. that it will, for and in consideration of the permission granted it to remove 70 feet of curbing on El Cajon - 60 Highland adjacent to the above described property, binds 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 agree 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.

THOMAS L. JONES  
Agent for Shell Oil Company  
1008 W 6th St., Los Angeles

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

On this 19th day of March, A.D. Nineteen Hundred and forty one, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas L. Jones known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My commission expires May 22, 1943

RECORDED MAR 22 1941 53 min. past 9 A.M. in book 1161 at page 104 of Official Records San Diego Co., Cal. Recorded at request of Grantee.

FRED W. SICK

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.  
K. YOUNG

Copyist County Recorder's Office, 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 Company, Inc. to the City of San Diego; being Document No. 327629.

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 7th day of March, 1941, by and between the PACIFIC GREYHOUND LINES and SANTA FE TRANSPORTATION COMPANY, first parties, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, second party, WITNESSETH:

THAT WHEREAS, said City on or about the 30th day of October, 1940, leased to the United States of America for military purposes certain of its Pueblo Lands located on Torrey Pines Mesa; and

WHEREAS, paragraph numbered 4 of said lease reads as follows:

"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;"

and WHEREAS, pursuant to said lease the United States Government has established a military encampment or cantonment known as Camp Callan upon the leased premises; and

WHEREAS, first parties desire to make arrangements with the Government for the transportation of the men stationed at said Camp Callan, between said Camp and the City of San Diego, and to operate their busses for such purpose within said leased premises and camp; NOW, THEREFORE,

In consideration of the City authorizing the United States of America, as lessee under the lease hereinabove referred to, to permit Pacific Greyhound Lines and Santa Fe Transportation Company to operate their passenger-carrying busses within said leased premises for the purpose of picking up and discharging passengers, first parties do hereby agree to pay to The City of San Diego, quarterly, an amount equal to two per cent (2%) of the gross revenues derived by each one of first parties from the transportation of passengers locally between the points of Camp Callan and the City of San Diego for so long a time as first parties, or either of them, are rendering such transportation service.

First parties further agree to furnish to the City Treasurer, at the time of making said quarterly payments, a statement in duplicate showing the gross receipts upon which said two per cent (2%) is computed and the method of computation.

IN WITNESS WHEREOF, first parties have caused this agreement to be executed by their respective officers, thereunto duly authorized, the day and year herein first above written.

(SEAL)

ATTEST: S. W. SELLERS  
Secretary

(SEAL)

ATTEST: C. W. JONES  
Secretary

PACIFIC GREYHOUND LINES  
By F. W. ACKERMAN

SANTA FE TRANSPORTATION COMPANY  
By GENE ALLEN  
Its General Manager

I hereby approve the form of the foregoing Agreement this 21st day of March, 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 Agreement from Pacific Greyhound Lines and Santa Fe Transportation Company re transportation at Camp Callan, being Document No. 327665.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy

#### UNDERTAKING FOR STREET LIGHTING.

Roseville 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 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 19th day of March, 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 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 Voltaire Street and Yonge Street; and WILLOW STREET, between Voltaire Street and Whittier Street, in the City of San Diego, California, required to be done, and furnish all the materials therefore 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, \$5.00

THE AETNA CASUALTY AND SURETY COMPANY  
By R. B. HILL Resident Vice-President  
Surety.

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

On this 19th day of March, 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 R. B. Hill, 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 25 day of March, 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. 72396 passed and adopted on the 8th day of October, 1940, 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 25th day of March, 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:

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 Voltaire 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, 1940, to and including October 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 Roseville Lighting District No. 1", filed July 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 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 hereby 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  
ADDISON E. HOUSH  
ERNEST J. BOUD  
L. F. WEGGENMAN  
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 25 day of March, 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 for Roseville Lighting District No. 1. Being Document No. 327760.

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

By Helen M. Wilby Deputy

UNDERTAKING FOR STREET LIGHTING.

University Avenue Lighting District No. 2

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 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 19th day of March, 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 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 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, \$5.00.

THE AETNA CASUALTY AND SURETY COMPANY  
By R. B. HILL Resident Vice-President  
Surety

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

On this 19th day of March, 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 R. B. Hill, 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 25 day of March, 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. 73608 passed and adopted on the 11th day of March, 1941, 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 25th day of March, 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 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, 1941, to-wit, to and including March 15, 1942.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 2", filed December 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 One Thousand Six Hundred Thirty-five Dollars (\$1635.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 2 Fund."

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

And it is further mutually agreed that no part or portion of said sum of One Thousand Six Hundred Thirty-five Dollars (\$1635.00), shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Six Hundred Thirty-five Dollars (\$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  
By A. E. HOLLOWAY Vice Pres.

THE CITY OF SAN DIEGO.  
By P. J. BENBOUGH  
FRED W. SIMPSON  
ADDISON E. HOUSH  
ERNEST J. BOUD  
L. F. WEGGENMAN  
HARLEY E. KNOX  
A. E. FLOWERS

Members of the Council

ATTEST:  
(SEAL) FRED W. SICK City Clerk  
By AUGUST M. WADSTROM,  
Deputy

I hereby approve the form of the foregoing Contract, this 25 day of March, 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 for University Avenue Lighting District No. 2. Being Document No. 327761.

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, S. A. Gardanier is the owner of Lots 25 & 26 Block 16 La Jolla Park La Jolla California, and,

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

THIS AGREEMENT, signed and executed this 19th day of March 1941, by S. A. Gardanier that he will, for and in consideration of the permission granted me to remove 12 feet of curbing on Coast Blvd. and 14 feet on Prospect 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.

S. A. GARDANIER

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

On this 21 day of March, A.D. Nineteen Hundred and forty-one, before me, Dorothy J. C. Ede, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. A. Gardanier a married man 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) DOROTHY J. C. EDE  
Notary Public in and for the County of San Diego  
My commission expires June 16, 1941 State of California

RECORDED APR 4 1941 10 min. past 2 p.m. in book 1162 at page 196 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.

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 S. A. Gardanier; being Document No. 327805.

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

By Francis T. Patten Deputy

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 ONE THOUSAND NINE HUNDRED TWENTY-FOUR Dollars (\$1,924.00), 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 March, 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 grade, pave and otherwise improve EUCLID AVENUE, in the City of San Diego, from the north line of El Cajon Blvd. to the south line of Monroe Avenue, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL)  
ATTEST: B. R. HAZARD

R. E. HAZARD & SONS  
R. E. HAZARD Pres.  
Principal  
PACIFIC INDEMNITY COMPANY Surety  
By R. D. SPICER  
Attorney-in-Fact : (SEAL)

STATE OF CALIFORNIA,  
County of San Diego ss.

On this 6th day of March in the year one thousand nine hundred and Forty-one, 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.

(SEAL) TULA AABERG  
Notary Public in and for San Diego County  
My commission expires Aug. 1, 1944. State of California

I hereby approve the form of the within Bond, this 25th day of March, 1941.

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

I hereby approve the foregoing bond this 25 day of March 1941

WALTER W. COOPER  
City Manager

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD & SONS, 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 Three Thousand Eight Hundred Forty-eight Dollars (\$3,848.00), 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 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 March, 1941.

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 grading, paving and otherwise improving of EUCLID AVENUE, in the City of San Diego, from

the north line of El Cajon Boulevard to the south line of Monroe Avenue, 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. 325960; 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 Three Thousand Eight Hundred Fifty-eight Dollars (\$3,848.00), 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, its successors and 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 and surety have caused these presents to be executed, and their corporate names and seals to be hereunto attached, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL)  
ATTEST: B. R. HAZARD

(SEAL)  
ATTEST: \_\_\_\_\_

R. E. HAZARD & SONS, Principal,  
By 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 6th day of March in the year one thousand nine hundred and forty-one, 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.

(SEAL)  
My Commission expires Aug. 1, 1944

TULA AABERG  
Notary Public in and for San Diego County,  
State of California

I hereby approve the form of the foregoing Bond this 25th day of March, 1941.

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

I hereby approve the foregoing Bond this 25th day of March, 1941.

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 26 day of March, 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, 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 all tools, labor, transportation, minor items of material, equipment and services, and other expense of every kind and description necessary or incidental to the grading, paving and otherwise improving of Euclid Avenue, in the City of San Diego, from the north line of El Cajon Boulevard to the south line of Monroe Avenue, all more particularly and in detail set forth in those certain plans and specifications, on file in the office of the City Clerk of said City under Document No. 325960.

Said contractor agrees to do and perform all of said work at and for the following prices, to-wit:

Excavation, per cubic yard, .....	\$0.60
Embankment, per cubic yard, .....	\$0.60
Preparation of subgrade, per square foot, .....	\$0.015
6" asphalt concrete pavement, per square foot, ....	\$0.14
Removal of existing curb and walk, per cu. ft. ....	\$0.25
Construction of curb, per lineal foot, .....	\$0.60

Said prices include the California State Sales Tax.

Said Contractor agrees to commence said work within 30 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 the said work shall be completed within 90 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 it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City the following sums, to-wit:

For excavation, 686 cu. yds. @ \$0.60 per cu. yd.....	\$411.60
For embankment, 865 cu. yds. @ \$0.60 " " .....	\$519.00
For preparation of subgrade, 40,759 sq. ft., @ \$0.015 per sq. ft., .....	\$611.38
For 6" asphalt concrete pavement, 40,759 sq. ft., @ \$0.14 per sq. ft., .....	\$5706.26
For removal of existing curb and walk, 212 cu. ft. @ \$0.25 per cu. ft. ...	\$53.00
For construction of curb, 655 lin. ft. @ \$0.60 per lin. ft., .....	\$393.00

Said prices include the California State Sales Tax.

Said payments will be made as follows:

Upon completion of the work above described, and the acceptance of the same by the City 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 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 it will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees that it will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Council of said City. Further, that 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 its own cost and expense.

The work shall be conducted under the immediate supervision of the City 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 its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractor further agrees to furnish said City with a certificate of the insurance carrier with whom said contractor is carrying a policy of insurance, acknowledging full liability and covering all employees connected with the work specified in this contract, and insuring said contractor against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further 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 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 contract, 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, it will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workmen 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 8-hour Day	Per Hour
Asphalt raker	\$ 5.00	\$ 0.625
Asphalt spreader	5.00	0.625
Auto mechanic	6.00	0.75
Backfill machine operator	6.00	0.75
Blacksmith	6.00	0.75
Blademan	6.00	0.75
Bricklayer	12.00	1.50
Bricklayer tender	7.00	0.875
Bulldozer operator	6.00	0.75
Bulldozer operator over 50 HP	10.00	1.25
Carpenter	8.00	1.00
Caulker	6.00	0.75
Cement finisher	10.00	1.25
Clerk	6.00	0.75
Compressor operator	10.00	1.25
Concrete mixerman	7.00	0.875
Concrete spreader	5.00	0.625
Concrete tamper	5.00	0.625
Crane operator	9.00	1.125
Driller	7.00	0.875

Trade or Occupation	Per 8-hour day	Per Hour
Drill sharpener	\$ 6.00	\$ 0.75
Electrician	10.00	1.25
Engineer, hoisting	10.00	1.25
Engineer, asphalt plant	10.00	1.25
Finish machine operator	6.00	0.75
Form setter	6.00	0.75
Jackhammer man	7.00	0.875
Kettleman, asphalt or lead	6.00	0.75
Laborer, common	5.00	0.625
Materialman	6.00	0.75
Pipelayer	6.00	0.75
Plumber	10.00	1.25
Powderman	6.00	0.75
Pumpman	6.00	0.75
Reinforcing steel worker	10.00	1.25
Road grader operator	6.00	0.75
Roller operator	10.00	1.25
Shovel operator, 1 yard and over	10.00	1.25
Shovel operator, less than 1 yard	8.00	1.00
Shovel fireman and watchman	7.00	0.875
Shovel oiler	6.00	0.75
Teamster	5.00	0.625
Tractor operator, over 50 HP	10.00	1.25
Tractor operator, 50 HP and under	6.00	0.75
Timekeeper	6.00	0.75
Trenching machine operator	10.00	1.25
Truck driver, 15,500 lbs. and under	5.44	0.68
Truck driver, over 15,500 lbs.	6.00	0.75
Watchman	5.00	0.625
Welder	11.00	1.375
Skilled labor not above listed	8.00	1.00
Legal holidays, including Sundays and Saturdays where crafts work a five-day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.		
The contractor shall take all necessary measures to protect the work and prevent accidents during construction. It shall provide and maintain all necessary barriers, guards, watchmen and lights.		
If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of the City Engineer unfair, it 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 Resolution No. 73495 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		
R. E. HAZARD & SONS By R. E. HAZARD, Pres. Contractor,		
(SEAL) ATTEST: B. R. HAZARD		
I hereby approve the form of the foregoing contract, this 25th day of March, 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 R. E. Hazard & Sons for paving Euclid Avenue; being Document No. 327830. FRED W. SICK City Clerk of the City of San Diego, California		
By <u>Francis T. Patten</u> 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 28th day of March 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 designated as the "City", and AL TYNER, 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 January 2, 1940, and filed with the City Clerk of said City under 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 thereof, 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, acting by and through its City Manager under and pursuant to Resolution No. 73748, adopted by the Council of said City on March 25, 1941, 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 First Part.  
By WALTER W. COOPER City Manager

A. B. TYNER  
Party of the Second Part  
D. L. AULT, City Attorney  
By James J. Breckenridge  
Deputy City Attorney

I HEREBY APPROVE the form of the foregoing Agreement this 21st day of March, 1941.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Al Tyner for operating City Dump. Being Document No. 327857.

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, JOHN GRIER GRUEBELE is the owner of Lot A Block 24, 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 March 1941, by J. G. Gruebele that he will, for and in consideration of the permission granted him to remove 90 feet of curbing 60 feet on "B" Street 30 feet on 11th Avenue 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 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.

J. G. GRUEBELE  
3430 Utah Street, San Diego, California

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

On this 27 day of March, A.D. Nineteen Hundred and 41, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J G Gruebele 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) ELIZABETH BERLING  
Notary Public in and for the County of San Diego;  
State of California.

RECORDED APR 4 1941 9 min. past 2 p.m. in book 1162 at page 195 of official records, San Diego Co., Cal. Recorded at request of grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

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

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 John Grier Gruebele to the City of San Diego, California; being Document No. 327875.

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

By Francis T. Patten Deputy

Appropriation: Maintenance, Bureau of Supplies and Accounts, 1942.

#### FORM OF RENEWAL OF GOVERNMENT LEASE Nod-1290

LEASE BETWEEN CITY OF SAN DIEGO, CALIFORNIA AND THE UNITED STATES OF AMERICA

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 12th day of May, 1941, elects to renew the said lease for a period of one year from and after June 30, 1941, 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, 1941, and ending June 30, 1942, or until title is vested in the United States of America.

The lessor 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 W. B. WOODSON  
Judge Advocate General of the Navy By direc-  
tion of the Secretary of the Navy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Notice from Department of Navy covering renewal of lease on certain Balboa Park Lands  
adjoining the Naval Hospital; being Document No. 329293.

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, San Diego Consolidated Gas & Elec. Co. is the owner of Lots C, D & F, Block  
52 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 26th day of March, 1941, by San Diego Con-  
solidated Gas & Elec. Co. that they will, for and in consideration of the permission granted  
them to remove 60' feet of curbing on E Street 30' feet of curbing on Kettner Blvd. adja-  
cent to the above described property, bind themselves to, and do hereby by these presents  
agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing  
at such time as the City Council of San Diego directs them so to do, and comply therewith  
at their own expense and with no cost or obligation on the part of The City of San Diego.

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

SAN DIEGO CONSOLIDATED GAS & ELECTRIC CO.  
By L. M. KLAUBER

Vice President

STATE OF CALIFORNIA, }

County of San Diego }

ss

On this 26th day of March, A.D. Nineteen Hundred and 41, before me, R. S. Ruffin, a  
Notary Public in and for said County, residing therein, duly commissioned and sworn, person-  
ally appeared L. M. Klauber Vice President of San Diego Gas & Electric 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 on behalf of the corporation herein named.

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 4 1941 6 min. past 2 p.m. in book 1162 at page 193 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.

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 San Diego Gas and Electric Company; being Document No. 327877.

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 27th day of March, 1941, by and between  
THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of Cali-  
fornia, hereinafter designated as the City, and FRED R. CLARK, of Dulzura, California,  
hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the  
lessee, as hereinafter set forth, and in consideration of the covenants of the lessee here-  
inafter set out and their faithful performance by such lessee, and upon and subject to the  
terms, conditions and reservations herein set forth, does by these presents lease, demise  
and let unto the said lessee the following described property, situate in the County of  
San Diego, State of California, to-wit:

SE 1/4 of SW 1/4, SW 1/4 of SE 1/4; S 1/2 of NW 1/4 and N 1/2 of SW 1/4 of  
Section 23; W 1/2 of the NE 1/4, SE 1/4 of the NW 1/4, N 1/2 of the SW 1/4  
and SE 1/4 of the SW 1/4 of Section 26; E 1/2 of the NE 1/4, SE 1/4 (except  
E 1/2 of the SE 1/4 of SE 1/4) and SW 1/4 of Section 27; NE 1/4 of the SE  
1/4 and S 1/2 of the SE 1/4 of Section 28; Lots 2, 3 and 4 of Section 32;  
Lots 1, 2, 3 and 4 of Section 33; Lots 1, 2, 3 and the W 1/2 of Lot 4, Section  
34; Lots 5, 6, 7 and 8, Section 35; all in Township 18 South, Range 2 East  
S.B.B.M., containing 1400 acres of land, more or less;

For a term of three (3) years, beginning on the 30th day of March, 1941, and ending on the  
29th day of March, 1944, at the following rentals: Three Hundred Dollars (\$300.00) per year  
payable in advance at the office of the Lessor quarterly during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:  
First. That the above described premises are leased to said lessee for grazing and/or  
agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said  
lessee have the right to sublet the leased premises, or any part thereof, without the con-  
sent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said pre-  
mises 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: That the lessee will not pump water from any of the wells located on the land.

Eleventh: That all improvements of any kind or nature placed upon the land during the term of this lease shall become the unencumbered property of the lessor at the termination of the term of this lease.

Twelfth: The City shall have the right to install, maintain and operate stream gauging stations on Cottonwood and Tecate Creeks and to carry on all necessary investigations, core borings, works necessary for foundation investigations or any other work required and appurtenant to the development of the Marron project; and it is agreed by the parties hereto that all rights herein reserved for such water inspection and development shall inure, and apply, to any and all public bodies and/or to any and all persons or agencies co-operating with The City of San Diego in connection therewith.

The lessee shall not have the right to make, or suffer to be made, any alterations in said premises, or any buildings or improvements thereto, except as hereinabove mentioned, without first obtaining, in each instance, the written consent thereto by the lessor.

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

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

It is expressly understood and agreed by the parties hereto that in the event of a breach of any of the covenants herein entered into, that in addition to the remedies provided herein, the lessor may, at its option, take immediate possession of the premises herein described and remove, with or without legal process, the lessee, his agents or assigns, from said premises, and such immediate removal, whether by force or otherwise, shall not constitute any ground for legal action, either in law or equity, for such removal, and that any right of action, if any may exist therefor, is, by the Lessee, expressly waived.

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, under and pursuant to Resolution No. 73678 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

FRED R. CLARK  
Lessee

I HEREBY APPROVE the form of the foregoing lease this 31st day of March, 1941.  
D. L. AULT, City Attorney  
By J. H. MCKINNEY

Assistant City Attorney  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Fred R. Clark; being Document No. 327965.

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, R. G. DAELLENBACH are the owner of SW 80' of Lot 6 SW 80' of 1/2 of Noell St. Block 202 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 31st day of Mar 1941, by R. G. Daellenbach, that he will, for and in consideration of the permission granted to remove 2 pieces 33' feet of curbing on La Jolla Blvd adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

R. G. DAELLENBACH  
2371 Moore St. San Diego

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 31st day of March, A.D. Nineteen Hundred and 41, before me, Frances R. Myers a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. G. Daellenbach 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, 1944.

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

RECORDED APR 4 1941 7 min. past 2 p.m. in book 1162 at page 194 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.

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 R. G. Daellenbach; being Document No. 327980.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Patten Deputy

#### A G R E E M E N T

WHEREAS, General Petroleum Corp. of Calif. is the owner of portion of Lot 13 Tract #1191 frontage of 96.09' on El Cajon, 60' on Menlo, and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 March 1941, by General Petroleum Corp. that we will, for and in consideration of the permission granted us to remove 58' feet of curbing on El Cajon 35' feet of curbing on Menlo adjacent to the above described property, bind General Petroleum Corp. 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.

General Petroleum Corp further agrees that this agreement shall be binding on any 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.

GENERAL PETROLEUM CORP. OF CAL.  
Stewart J. Stronach Const. Supt.  
HIGGINS BLDG. Los Angeles, Cal.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 28th day of March, A.D. Nineteen Hundred and forty-one before me, Mark M. Saunders, 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 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 APR 4 1941 8 min. past 2 p.m. in book 1162 at page 195 of official records, San Diego Co., Cal. Recorded at request of grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. Zervas

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

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 General Petroleum Corporation of California; being Document No. 328032.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Patten Deputy

#### KNOW ALL MEN BY THESE PRESENTS:

That Frank Doran the party of the first part, for and in consideration of the sum of Nine Thousand Five Hundred (\$9500.00) Dollars, lawful money of the United States of America, to Party of the first part in hand paid by the City of San Diego the party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part executors, administrators and assigns, 1 Crawler-type No. 500 Austin Trench Excavator including equipment and extra parts as set forth in my bid dated the 4th day of April 1940

1 Diesel powered 40 HP Caterpillar and 1 LeTourneau Angledozer with power-control unit including equipment and extra parts as set forth in my bid dated the 4th day of April 1940.

1 Crawler type No. 35 P&H Backfiller Serial No. 2891 built by the P&H Machinery Company

in 1927 including equipment & extra parts as set forth in my bid of the 4th day of April, 1940.

TO HAVE AND TO HOLD the same to the said party of the second part \_\_\_\_\_ executors, administrators and assigns forever. And \_\_\_\_\_ do \_\_\_\_\_ for his successors & heirs, executors and administrators, covenant and agree to and with the said party of the second part, \_\_\_\_\_ executors, administrators and assigns, to warrant and defend the sale of said property, goods and chattels, hereby made unto the said party of the second part, \_\_\_\_\_ executors, administrators and assigns, against all and every person or persons, whomsoever, lawfully claiming or to claim the same.

WITNESS my hand and seal this 31st day of March, 1941.

FRANK DORAN (SEAL)

Signed and executed in  
the presence of F. F. EDELEN

STATE OF CALIFORNIA

} ss

County of San Diego

On this 1st day of April, 1941, before me, Lillian C. Brittain, a Notary Public in and for said County and State, personally appeared Frank Doran 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.

LILLIAN C. BRITTAIN

Notary Public in and for said County and State.

(SEAL)

My Comm. expires Feb 15, 1944

RECORDED APR 11 1941 15 min. past 10 a.m. in book 1168 at page 246 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 Bill of Sale from Frank Doran to the City of San Diego; being Document No. 328098.

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 April, 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 H. N. Peavey, of Palm City, 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:

NE 1/4 of the NE 1/4 of Section 5; the NW 1/4 of the NW 1/4, the S 1/2 of the NE 1/4 of the NW 1/4 and the South 5 acres of the N 1/2 of the NE 1/4 of the NW 1/4 of Section 4, Twp. 19 South, Range 2 West, S.B.B.&M., being 105 acres of land in the Tia Juana Valley; subject to encumbrances, if any;

For a term of five (5) years, beginning on the 1st day of April, 1941, and ending on the 31st day of March, 1946, at the following rentals: One Hundred Seventy-five Dollars (\$195.00) 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.

Tenth. That the lessee shall be required to develop water on said lands for irrigation purposes and to plant in suitable farm crop and irrigate at least seven acres of the leased land; irrigation to be only at such times required to develop the crop, but plantings and irrigation shall be continuous from year to year during the term of this lease.

Eleventh. Any pumps and appurtenances, including pipe lines, outbuildings and interior fencing, constructed by and at the expense of the lessee may be removed by him at the termination of this lease.

Twelfth. That the lessee shall construct such stock proof fences along the exterior boundary lines of said land as required, at his own expense, such fences to become the property of the City upon the termination of this lease.

Thirteenth. Any wells which lessee shall sink upon said leased lands shall be done at his own expense, and shall be left intact and become the property of the City upon the termination of this lease.

Fourteenth. That the City shall not be liable for any damages resulting from injury to stock grazed or pastured on said leased land.

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 73804 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

H. N. PEAVEY  
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 8th day of April, 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 H. N. Peavey for land in Tia Juana Valley; being Document No. 328133.  
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 2nd day of April, 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 CHAS. A. JUDSON, of Escondido, 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:

Parcel 1: Lot 4, Section 4; Lots 1, 2, 3 and 4; and the South Half of the Northeast Quarter, Section 5; all in Township 13 South, Range 1 West, S.B.B.&M; ALSO, the Southeast Quarter and Fractional Lots 3 and 4, in Section 31, Township 12 South, Range 1 West, S.B.B. & M.; EXCEPTING from the Northwest Quarter of the Southeast Quarter of said Section 31 and from Fractional Lots 3 and 4, said Section 31, those portions thereof described in deed from Elbert Ward and Mary E. Ward, his wife, to Seth Hartley, dated February 14, 1911, recorded in Book 520 of Deeds, at page 43, in the office of the County Recorder of San Diego County, California, described as follows:

Commencing at the northwest corner of Lot 3, said Section 31; thence easterly along the north line of Lot 3, said Section 31, and easterly along the north line of the northwest quarter of the southeast quarter of said Section 31, 818 feet to a point; thence southwesterly in a direct line a distance of 1900 feet to an intersection with the east line of Rancho San Bernardo; thence northerly along the east line of said Rancho to the point of commencement;

ALSO, EXCEPTING from the northwest quarter of the southeast quarter and Fractional Lots 3 and 4, said Section 31, that portion thereof conveyed by Elbert Ward and Mary E. Ward, his wife, to Albert T. Burch, by deed dated June 21, 1911, recorded in Book 527 of Deeds, at page 140, in the office of said County Recorder, described as follows:

Commencing at a point on the north line of the northwest quarter of the southeast quarter of said Section 31, distant 818 feet east from the northwest corner of Lot 3, said Section 31; thence east along said north line 125 feet; thence southwesterly parallel with the easterly line of the land conveyed to Seth Hartley by deed dated February 14, 1911, recorded in Book 520 of Deeds, at page 43, said County Recorder's records, to an intersection with the easterly line of the Rancho San Bernardo; thence northeasterly along the easterly line of Rancho San Bernardo to the southerly corner of the land conveyed to said Seth Hartley; thence northeasterly along the easterly line of said Hartley's land 1900 feet to the northeast corner of said Hartley's land, the point of commencement;

ALSO, EXCEPTING from said above described property all those portions thereof lying above an elevation of 395 feet above sea level according to the United States Geological Survey datum.

Parcel 2: ALSO, the South Half of the Southwest Quarter and the Southeast Quarter of the Southeast Quarter of Section 32, Township 12 South, Range 1 West, S.B.B.&M; excepting from the southeast quarter of said last mentioned southwest quarter that portion thereof included within the following description:

Commencing at the northeast corner of the southwest quarter of said Section 32; thence West 156 yards; thence South 880 yards; thence East 156 yards; thence North 880 yards to the point of commencement;

EXCEPTING from the above described property all those portions thereof lying and being above an elevation of 395 feet above sea level according to the United States Geological Survey datum;

ALSO, EXCEPTING from said Parcels 1 and 2 all public roads and highways;  
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 five (5) years, beginning on the 1st day of April, 1941, and ending on the 31st day of March, 1946, at the following rentals: Five Hundred Dollars (\$500.00) 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, pasturage 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. All exterior boundary line fences shall be constructed and kept in repair by and at the expense of the lessee, and upon the termination of this lease shall become the property of the City.

Eleventh. That the City shall not be liable for any damages resulting from injury to stock grazed or pastured on said leased land.

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 73679 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

CHAS. A. JUDSON  
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 8th day of April, 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 Chas. A. Judson for stock grazing and agricultural purposes; being Document No. 328134.

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 7th day of April, 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 OLIVER SEXSON, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Parcel 1:

All those lands in Rancho San Bernardo, in the County of San Diego, State of California, lying northerly and northeasterly from Lake Hodges and southerly from the northerly line of the "Sikes Tract" as said north line is described in Deed Book 5, at page 261, records of

the County Recorder of said County of San Diego; EXCEPTING from the above described lands those portions thereof lying and being above an elevation of 395 feet above sea level according to the United States Geological Survey datum; ALSO, EXCEPTING all those portions thereof lying and being below an elevation of 315 feet above sea level according to said survey datum; ALSO, EXCEPTING the existing frame house and outbuildings commonly known as the "Hopkins Place", together with an area of five acres of land immediately contiguous thereto; ALSO, EXCEPTING the tract of approximately 8.0 acres of land under lease from the City of San Diego to Julia S. G. Porter as particularly described in City Clerk's Document No. 327248; ALSO, EXCEPTING all public roads and highways; ALSO,

Parcel 2:

All those lands in said Rancho San Bernardo, lying easterly, southeasterly and southerly from Lake Hodges, EXCEPTING therefrom all lands lying westerly from the following described line:

Commencing at the intersection of contour elevation line 330 feet above sea level according to United States Geological Survey datum, with the easterly line of U.S. Highway 395 on the south side of Lake Hodges; thence easterly on a direct line a distance of 4000 feet, more or less, to the west side of the cattle guard on a north and south fence line as located at the date of this lease, the TRUE POINT OF BEGINNING; thence due north and due south along said fence line to intersections with contour elevation lines 315 feet and 395 feet of Hodges Reservoir, respectively, according to said survey datum.

ALSO, EXCEPTING from said Parcel 2 all those portions thereof lying and being above an elevation of 395 feet above sea level according to said Geological Survey datum; ALSO, EXCEPTING from said Parcel 2 all those portions thereof lying and being below an elevation of 315 feet above sea level according to said Geological Survey datum; ALSO, EXCEPTING from said Parcel 2 all public roads and highways; ALSO,

Parcel 3:

Lots 1, 2, 3, 4, the SE 1/4 of the NW 1/4 and the NE 1/4 of the SW 1/4 of Section 7, Township 13 South, Range 1 West, S.B.B.&M; ALSO, Lots 1 and 2, Section 13, Township 13 South, Range 2 West, S.B.B.&M; ALSO, Lots 1, 2, 3 and 4, Section 12, Township 13 South, Range 2 West, S.B.B.&M; all in the County of San Diego, State of California, EXCEPTING those portions thereof lying above an elevation of 395 feet above sea level according to the United States Geological Survey datum.

Said Parcels 1, 2 and 3 include 1300 acres of land, more or less.

Said Parcels 1, 2 and 3 are subject to all easements, conditions, reservations, liens and encumbrances of every kind and nature whatsoever.

For a term of five (5) years, beginning on the 1st day of April, 1941, and ending on the 31st day of March, 1946, at the following rentals: Six Hundred Seventy-five Dollars (\$675.00) 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, pasturage 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. Lessee shall construct and keep in good repair and condition a stock proof fence around the lake shore contiguous to the land leased, the labor and materials for such work to be furnished by lessee at his own expense. Upon the termination of this lease such fence shall become the property of the City.

Eleventh. That the City shall not be liable for any damages resulting from injury to stock grazed or pastured on said leased land.

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

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

It is mutually understood and agreed between the parties hereto that upon the execution of this lease, the lease heretofore entered into on the 2nd day of February, 1939, between The City of San Diego and Oliver Sexson, covering a portion of the premises hereby leased, the original of which is on file in the office of the City Clerk of said City, bearing Document No. 312045, and recorded in Book 10, page 357, records of said City Clerk, shall terminate and be of no further force and effect; PROVIDED, that there shall be credited

upon the rentals reserved in this lease the sum of \$207.66, being the amount of advance rental heretofore paid under said lease dated February, 1939, hereby terminated, covering the period from April 1, 1941 to January 30, 1942.

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. 73805 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

OLIVER SEXSON Lessee

I HEREBY APPROVE the form of the foregoing lease this 8th day of April, 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 Oliver Sexson for land in Rancho San Bernardo; being Document No. 328150.

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, JAMES S. & THOMAS R. YGLESIAS and STAR & CRESCENT OIL COMPANY is the owner of Lots 1 and 2 Block 291 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 sign on post 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. 73816 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a sign on post to the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said sign & post 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 March, 1941, by James S. & Thomas R. Yglesias and Star & Crescent Oil Company that they will, for and in consideration of the permission granted them to erect a sign on post on the above described property to the front property line, bind themselves to, and they hereby by these presents agrees, to move any sign & post erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Resolution No. 73816 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 sign & post to the line designated; that they will move said sign & post 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.

Owners  
(JAS S. YGLESIAS  
T. R. YGLESIAS

Lessees STAR & CRESCENT OIL CO.  
By: O. J. Hall, President

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

On this 28th day of March A.D. Nineteen Hundred and forty one, 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  
My Commission expires Dec. 16, 1943  
RECORDED APR 11 1941 15 min. past 10 a.m. in book 1159 at page 309 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with James S. & Thomas R. Yglesias et al to move sign when Pacific Highway is widened; being Document No. 328153.

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, ALAN L. HOUSER is the owner of Lots A B C Block 106 Hortons 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 7 day of April, by Alan L. Houser that he will, for and in consideration of the permission granted him to remove 60' of curbing on Island 81 feet of curbing on 12th Street (141') adjacent to the above described property, binds himself to, and \_\_\_\_\_ hereby by these presents agrees to, remove any driveway con-

structed in pursuance hereto, and to place 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.

ALAN L. HOUSER (By A.L.Houser Jr.  
780 "C" St. Attorney in fact)

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 7th day of April, A.D. Nineteen Hundred and forty-one, before me, A.M. Gilbert a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alan L. Houser 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.

A. M. GILBERT

(SEAL)

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

My Commission expires Feb. 21, 1943.

RECORDED APR 21 1941 40 min. past 10 A.M. in book 1162 at page 367 of official records,  
San Diego Co., Cal. Recorded at request of grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

E. 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 Alan L. Houser to the City of San Diego, California; being Document No. 328198.

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 7th day of April, 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 OLIVER SEXSON, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

All of Pueblo Lots 1269 and 1272; also, that portion of Pueblo Lot 1293 lying south of the right of way of The Atchison, Topeka & Santa Fe Railway Company (excepting those portions of the ten-acre tracts shown as Canada San Buenaventura on Pascoe's Map of the Pueblo Lands of San Diego lying within Pueblo Lot 1293); all as shown on Map of the Pueblo Lands of San Diego, made by James Pascoe in 1870, filed as Miscellaneous Map No. 36 in the office of the County Recorder of San Diego County, California; being 285 acres of land, more or less. For a term of five (5) years, beginning on the 1st day of March, 1941, and ending on the 28th day of February, 1946, at the following rentals: Two Hundred Fifty Dollars (\$250.00) per year payable in advance at the office of the Lessor annually during said term.

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

First. That the above described premises are 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 lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also

that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 2080 (New Series) of the Council, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,  
By WALTER W. COOPER City Manager

OLIVER SEXSON Lessee

I HEREBY APPROVE THE form of the foregoing lease this 8th day of April, 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 Oliver Sexson on Pueblo Lots 1269, 1272 and 1293; being Document No. 328211.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

#### AGREEMENT AMENDING TIDELAND LEASE

THIS AGREEMENT, entered into this 1st day of April, 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, and SAN DIEGO PLANING MILL, a corporation, WITNESSETH:

THAT WHEREAS, on the first day of June, 1933, said City leased to said San Diego Planing Mill certain tidelands, which said lease is on file in the office of the City Clerk bearing Document No. 284636, and is recorded in Book 8, page 17 et seq., Records of said City Clerk; and

WHEREAS, said lease reserved to the lessee the option to include in said lease certain additional areas of tidelands; and

WHEREAS, the lessee is now desirous of exercising in part said option;

NOW, THEREFORE, the parties hereto agree together as follows:

That from and after the date of the execution of this agreement there shall be included in said lease and added to the premises therein described that certain parcel of tidelands designated as Parcel No. 1, described on page 5 of said lease, and shown upon the plat No. 16-b-1, attached to this agreement and made a part hereof.

That thereafter during the remainder of the term of said lease the lessee shall pay rental for said additional area at the rates per square foot provided for in said lease.

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 San Diego Planing mill 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  
By R. H. VAN DEMAN  
EMIL KLICKA  
WILLIAM E. HARPER  
Members of the Harbor Commission of  
The City of San Diego.

SAN DIEGO PLANING MILL

ATTEST: By FRANK O. BENZ Sec. & Treas. (SEAL)

I hereby approve the form of the foregoing Agreement this 28th day of March, 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 Agreement amending Tideland Lease with San Diego Planing Mill; being Document No. 328223.

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 9th day of April, 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 R. C. WOODS, hereinafter designated as the Lessee,

WITNESSETH: That the City, for and in consideration of the payment of the rents to be paid by the lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

South Half of the Northeast Quarter of Section 34, Township 16 South,

Range 2 West, S.B.B.&M., containing 81.15 acres of land more or less.

for a term of three (3) years, beginning on the 1st day of March, 1941, and ending on the 29th day of February, 1944, at the following rentals: Fifty Dollars (\$50.00) per year payable in advance at the office of the Lessor semi-annually during said term.

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

First. That the above described premises are leased to said lessee for stock grazing and pasture purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 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. That the lessee shall construct, at his own expense, a suitable cattle guard at the Chollas Reservoir road entrance to the premises herein leased.

Eleventh. That the City shall not be liable for any damages resulting from injury to stock grazed or pastured on said leased land.

Twelfth. That the lessee will keep all exterior boundary line fences in good condition and repair at his own expense.

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 73677, 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  
R. C. WOODS  
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 10th day of April, 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 R. C. Woods for land near Chollas Reservoir; being Document No. 328226.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Fatten Deputy

A G R E E M E N T

WHEREAS, J. Robert McNaught is the owner of Por. Lots 14, 16, 18 & 20 Block 8, First Add to South 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 20th day of January, by \_\_\_\_\_ that I will, for and in consideration of the permission granted me to remove 28 feet of curbing on La Jolla Boul. 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.

J. R. MC NAUGHT  
324 Surften Place

STATE OF CALIFORNIA }  
County of San Diego } ss.

On this 20th day of January, A.D. Nineteen Hundred and forty-one, before me, Betty R. Rivenes, 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 La Jolla, 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 Oct. 25, 1944

RECORDED JAN 27 1941 min. past 3 P.M. in book 1126 at page 336 of official records, San Diego Co., Cal. Recorded at request of Grantee.

BETTY R. RIVENES

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.

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 J. Robert McNaught to the City of San Diego; being Document No. 326050.

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, Kelley Laundry Co. is the owner of Lots 1, 2, 3, 8, 9, 10, 11 Block 42 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 November, by Kelley Laundry Co. that we will, for and in consideration of the permission granted to remove 265 feet of curbing on India, Kettner & Grape Sts. adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

We further agree that this agreement shall be binding on 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.

KELLEY LAUNDRY CO.

Wilbur S. Kelley Pres.  
1912 India St.

STATE OF CALIFORNIA,

County of San Diego

} ss.

On this 29 day of Nov., A.D. Nineteen Hundred and Forty, before me, V. C. Gamble, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wilbur S. Kelley, 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.

V. C. GAMBLE

(SEAL)

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

RECORDED FEB 6 1941 38 min. past 2 P.M. in book 1134 at page 127 of official records, San Diego Co. Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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 Kelley Laundry Co. to the City of San Diego; being Document No. 326301.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

#### C O N T R A C T

THIS AGREEMENT, made and entered into this 12th day of April, 1941, by and between THE CITY OF SAN DIEGO, sometimes hereinafter called the City, acting by and through its City Manager pursuant to Resolution No. 73757, adopted by the Council of The City of San Diego on the 25th day of March, 1941, party of the first part; and JULIAN HINDS, of Los Angeles, California, party of the second part, WITNESSETH:

THAT WHEREAS, The City of San Diego did on or about the 25th day of March, 1941, by appropriate resolution authorizing the City Manager to make and enter into a contract by and between The City of San Diego and the said Julian Hinds as consultant on construction to the Water Department of The City of San Diego; and

WHEREAS, the City is desirous of securing the services of the said party of the second part as a consulting engineer for the construction of the San Vicente Dam Project and of securing his aid and advice for the City concerning the plans and specifications for the building of said dam, and to aid the City in solving such problems as may arise from time to time during the construction of such dam project, as well as other related problems; NOW, THEREFORE:

In consideration of the premises and of the matters and things herein recited, The City of San Diego does hereby agree to employ the said party of the second part for three (3) months' services, which services shall be rendered during the year beginning on April 1, 1941 and ending March 31, 1942. The party of the second part shall not be required to be absent from his duties with the Metropolitan Water District of Southern California in Los Angeles for more than six (6) consecutive days nor more than ten (10) days in any one calendar month. Subject to the foregoing limitation, the time and place of such services, as well as the kind of services to be rendered, to be designated and set forth by the Manager of The City of San Diego under and by virtue of the terms of this contract; and said party of the second part does hereby accept employment for the said period of three months between April 1, 1941 and March 31, 1942, as aforesaid, and to render such services as a consulting engineer as may be required of him for the City Water Department of The City of San Diego,

such services to be rendered under the direction and instructions of the City Manager and at such time and places as said Manager may direct.

The party of the second part agrees to perform any and all services which may be required of him under the limitations of the preceding paragraph by The City of San Diego during the period of his employment aforesaid, for the total sum of Five Thousand Four Hundred Dollars (\$5,400.00), the same to be paid quarterly as the work is performed. It is further understood and agreed that said sum shall include traveling expenses, and board and room of the party of the second part, and the salary and wages of any person or persons engaged by the party of the second part to assist him in such services and work.

It is also mutually understood and agreed that either party to this agreement may cancel the same by giving sixty (60) days' notice, in writing, to the other party; however, the party of the second part agrees to complete any assignment or work undertaken by him which is of such a kind or character as to require his personal attention, supervision, or instructions.

IN WITNESS WHEREOF, this agreement is executed on behalf of The City of San Diego by its Manager, pursuant to authority so to do contained in Resolution No. 73757, duly and regularly adopted by the City Council of said City on the 25th day of March, 1941, 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 WALTER W. COOPER  
City Manager

JULIAN HINDS  
Party of the Second Part  
I HEREBY APPROVE the form of the foregoing Contract, this 12 day of April, 1941.  
D. L. AULT, City Attorney  
By J. H. McKINNEY  
Deputy

Apr. 12, 1941 approved as to funds available.

J. S. BARBER  
City Auditor and Comptroller

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract for services of Julian Hinds as consulting engineer for construction of San Vicente Dam; being Document No. 328247.

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 15th 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 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. 1719 (New Series) of the ordinances of The City of San Diego, adopted by the Council of said City on the 12th day of December, 1939, 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:

A strip of land within Pueblo Lot 1279 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, said strip of land being 10.00 feet in width, 5.00 feet on each side of the following described center line:

Beginning at a point on the southerly line of said Pueblo Lot 1279, which bears North 75° 03' East 460.80 feet from the northwesterly corner of Pueblo Lot 1291, according to said Pascoe Map; thence North 0° 54' West 840.30 feet to a point on the northerly line of said Pueblo Lot 1279 which bears North 89° 34' East 913.90 feet from the southwesterly corner of Leavitt's Addition, according to Map No. 117 filed in the office of said County Recorder,

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 for an easement and right of way for the construction, operation and maintenance of 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 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.

(8) The Lessee shall not fence or otherwise obstruct the easement and right of way herein granted, nor shall said Lessee prevent the use by the City of the surface of said right of way for roads, paths, or other purposes which do not interfere with the operation and maintenance of said pole line.

(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. 1719 (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 F. A. RHODES

City Manager

SOUTHERN CALIFORNIA TELEPHONE COMPANY

Lessee,

By M. R. SULLIVAN

Vice President

ATTEST: (SEAL)

J. R. KNAPP

Assistant Secretary

STATE OF CALIFORNIA,

ss.

County of Los Angeles

On this 1 day of April, A.D. 1941, before me, Vivien Barton a Notary Public in and for the said County and State, personally appeared M. R. Sullivan, known to me to be the vice-president, and J. R. Knapp, known to me to be the Asst. Secretary of the Southern California Telephone Co. 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.

VIVIEN BARTON

Notary Public in and for said County and State

(SEAL)

My Commission expires May 20, 1942

I HEREBY APPROVE the form of the foregoing Lease this 2nd day of January, 1940.

D. L. AULT, City Attorney

By James J. Breckenridge

Deputy City Attorney

STATE OF CALIFORNIA,

ss.

County of San Diego.

On this 10th day of April, in the year Nineteen Hundred Forty-one, before me FRED W. SICK, a Notary Public in and for the County of San Diego, State of California, personally appeared F. A. Rhodes, known to me to have been the City Manager of The City of San Diego at the time he executed the within instrument on behalf of said City, and acknowledged to me that such municipal corporation executed the same.

FRED W. SICK

Notary Public in and for the County of San Diego,

State of California

(SEAL)

My Commission expires May 22, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Southern California Telephone Company for right of way across Pueblo Lot 1279; being Document No. 328248.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### L E A S E

THIS INDENTURE OF LEASE, made and entered into this 10th day of April, 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, herein after called the City, and RICHFIELD OIL CORPORATION, a corporation, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, particularly described as follows, to-wit:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 67.12 feet northwesterly from U. S. Bulkhead Station No. 186; thence south 30° 19' 50" west a distance of 234.78 feet to the true point or place of beginning; thence south 11° 51' east a distance of 41.82 feet to a point; thence south 56° 29' west a distance of 129.0 feet to a point; thence north 56° 51' west a distance of 150 feet to a point; thence north 33° 09' east a distance of 40 feet to a point; thence south 56° 51' east a distance of 134.58 feet to a point; thence north 56° 29'

east a distance of 84.43 feet to a point; thence north 30° 19' 50" east a distance of 30.30 feet to a point; thence south 59° 40' 00" east a distance of 5 feet to the true point or place of beginning, containing 94.71 square feet of Bay 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 May, 1941, and ending on the 30th day of April, 1946, 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 during the term of this lease.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission, evidenced by resolution duly and regularly passed and adopted.

The Council of said City and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, save and except the right to increase the rental or other obligations of Lessee, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions herein-after provided, to-wit:

(1) That the demised premises hereinabove described shall be used only and exclusively for the purpose of constructing, maintaining and operating thereon wharves or trestles or both. That said lessee shall have the right to construct, maintain and operate upon such wharves or trestles, and remove therefrom, pipe lines for the transportation of gasoline, oil, water and other substances, and lines for telephone, telegraph, light and/or power purposes, and also such buildings, structures, appliances and appurtenances as may be necessary or convenient for the proper use and enjoyment of said wharves and trestles and for the loading and discharging of cargo upon or from vessels thereat. That said lessee shall also have the right to dock or cause to be docked vessels at such wharves or trestles for the purpose of loading or discharging cargo, subject to such regulations as are now in force or may be hereafter prescribed by the proper authority of The City of San Diego, covering the dockage of vessels at wharves in the Bay of San Diego.

(2) That 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 lessee shall promptly remove from said premises such wharves, trestles, pipelines, lines for telephone, telegraph, light and/or power purposes, and such buildings, structures, appliances and appurtenances as may have been constructed by said lessee on said premises.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described; and it is expressly understood that The City of San Diego shall not bear any of the 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.

(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, commerce and the fisheries, and of the dockage of vessels, 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 undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall remove from said demised premises and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed, or reservations made thereby, are made a part of this lease with like effect as though the same were expressly set forth herein.

It is mutually understood and agreed between the parties hereto that upon the execution of this lease and its ratification by the City Council, the lease heretofore entered into between The City of San Diego and the Richfield Oil Corporation on the 9th day of December, 1937, the original of which is on file in the office of the City Clerk of said City, bearing Document No. 305879, and recorded in Book 10, page 80, Records of said City Clerk, shall terminate and be of no further force or effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor.

By R. H. VAN DEMAN

EMIL KLICKA

WILLIAM HARPER

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

RICHFIELD OIL CORPORATION Lessee  
 By P. L. WILD For Vice President  
 and General Sales Manager  
 I hereby approve the form of the foregoing Lease, this 2d day of April, 1941.  
 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 Richfield Oil Corporation; being Document No. 328256.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 24th day of March, 1941, under and by virtue of the provisions of Section 3897d of the Political Code of the State of California, as modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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, as modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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:

Lots 15 to 20, inclusive, and 22 to 46, inclusive, Block 4, Subdivision of  
 Lots 48, 49 and north portion of Lot 50, Fleischer's Addition to San Diego,  
 according to Map thereof No. 851, filed in the office of the County Recorder  
 of San Diego County, California, July 20, 1898;

the consideration for such purchase to be the sum of One Dollar (\$1.00) per lot. 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 One Dollar (\$1.00) per 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 modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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 24th day of March, 1941, 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 18th day of March 1941, authorizing such execution, the day and year first hereinabove written.

BOARD OF SUPERVISORS OF THE COUNTY  
 OF SAN DIEGO, STATE OF CALIFORNIA.  
 By Walter Bellon

Chairman

ATTEST: J. B. MC LEES, County Clerk &  
 ex officio Clerk of said Board  
 By L. O'Kennedy,

Deputy (SEAL)

THE CITY OF SAN DIEGO  
 By WALTER W. COOPER

City Manager

I hereby approve the form of the foregoing Option Agreement this 6th day of March, 1941.

D. L. AULT City Attorney  
 By James J. Breckenridge

Deputy 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 April 10, 1941.

HARRY B. RILEY, Controller of the  
 State of California  
 By Bert Foster,

Deputy

Approved as to form 3/12/41 CARROLL H. SMITH

Deputy Dist. Atty.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase portion of Block 4, Fleischer's Addition from County Board of Supervisors; being Document No. 328312.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten 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 FIVE THOUSAND TWO HUNDRED NINETY-ONE Dollars (\$5,291.00), 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 12th day of April, 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: 7 - Fairbanks, Morse & Company electric motor-driven vertical sewage and trash pumps, complete with flexible shafts, bases and cleanout elbows, 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  
By L. DOSTER  
By WILLIS FLETCHER  
Attorneys-in-fact

ATTEST: \_\_\_\_\_

Surety. (SEAL)

STATE OF CALIFORNIA

County of San Diego

} ss.

On this 12th day of April 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 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

I hereby approve the form of the within Bond, this 14th day of April, 1941.

D. L. AULT  
City Attorney

I hereby approve the foregoing bond this 14th day of April 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 April, 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 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 delivery to said City:

7 - Fairbanks, Morse & Company electric motor-driven vertical sewage and trash pumps, complete with flexible shafts, bases and cleanout elbows, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 327490.

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

Twenty Thousand Five Hundred Forty-seven Dollars (\$20,547.00), plus California State Sales Tax in the amount of Six Hundred Sixteen and 41/100 Dollars (\$616.41).

Said contractor agrees to complete said delivery on or before the 15th day of July, 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: Twenty-one Thousand One Hundred Sixty-three and 41/100 Dollars (\$21,163.41), 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. 73855 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 WALTER W. COOPER  
City Manager

GEO. V. BLACK  
FRED L. SOUTHER  
Co-partners doing business under the  
firm name and style of SOUTHERN  
MACHINERY CO. Contractor

ATTEST:

I hereby approve the form of the foregoing contract, this 14th day of April, 1941.  
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 Co. for sewage and trash pumps; being Document No. 328327.

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, SIGNAL OIL COMPANY is the owner of Lot Seven, Block Twenty-six, Normal Heights, west eighty-seven (87) feet of South One Hundred feet of said Lot Seven, Eighty seven feet on Adams Avenue, One Hundred feet on Hawley 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 14th day of April, 1941, by Signal Oil Company that they will, for and in consideration of the permission granted agree to remove 45 feet of curbing on Hawley Blvd and 45 feet of curbing on Adams Avenue adjacent to the above described property, bind Signal Oil Company 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.

Signal Oil Company further agrees 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.

SIGNAL OIL CO. By L. F. Creed  
811 W 7th St. Los Angeles

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 14 day of April, A.D. Nineteen Hundred and forty one, before me, JOHN V. RUSH, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. F. Creed known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

My Commission expires October 3, 1942

RECORDED APR 21 1941 40 min. past 10 A.M. in book 1162 at page 364 of official records, San Diego 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.

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 Signal Oil Co.; being Document No. 328389.

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 24th 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 Harbor Commission of said City, as Lessor, herein-after 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:

PARCEL 1:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 1526.93 feet northwesterly from Bulkhead Station #183; thence at right angles north  $39^{\circ} 10'$  east a distance of 125 feet to a point; thence north  $70^{\circ} 50'$  east a distance of 401.52 feet to the true point or place of beginning; thence continuing north  $70^{\circ} 50'$  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  $56^{\circ} 55'$  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  $34^{\circ} 07'$  west; thence southeasterly along the arc of said curve an arc distance of 65.84 feet; thence tangent to said curve south  $70^{\circ} 50'$  west a distance of 574.10 feet to a point; thence at right angles north  $19^{\circ} 10'$  west a distance of 270 feet to the true point or place of beginning, containing 142,100 square feet of tideland area.

PARCEL 2:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 1526.93 feet northwesterly from said Bulkhead Line Station #183; thence at right angles north  $39^{\circ} 10'$  east a distance of 125 feet to a point; thence north  $70^{\circ} 50'$  east a distance of 53.75 feet to the true point or place of beginning; thence continuing north  $70^{\circ} 50'$  east a distance of 347.77 feet, more or less, to the most westerly corner of the tideland area described in Parcel 1; thence south  $19^{\circ} 10'$  east a distance of 270 feet to the most southerly corner of the tideland area described in Parcel 1; thence south  $70^{\circ} 50'$  west a distance of 179.18 feet to the point of tangency of a curve concave to the north having a radius of 100 feet; thence westerly along the arc of said curve an arc distance of 101.81 feet to its point of tangency with a line parallel to and distant 125 feet northeasterly from the said U. S. Bulkhead Line; thence northwesterly along said parallel line a distance of 207.65 feet to the point of tangency of a curve concave to the east having a radius of 30 feet; thence northerly along the arc of said curve an arc distance of 63.70 feet to the true point or place of beginning; containing 84,840 square feet, or 1.947 acres, 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 April, 1941, 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 that portion of said term beginning on the 1st day of April, 1941, and ending on the 31st day of July, 1944;

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 herein-after provided, to-wit:

(1) That the demised premises shall be used for the construction and maintenance thereon 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 and the Planning Commission of said City.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, as herein provided, said lessee shall 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 structure 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 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 hereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(7) 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.

It is mutually understood and agreed between the parties hereto that upon the execution of this lease and its ratification by the City Council, the lease heretofore entered into on the 14th day of July, 1939, between The City of San Diego and the National Iron Works, covering a portion of the premises hereby leased, the original of which is on file in the office of the City Clerk of said City, bearing Document No. 314772, and recorded in Book 11, page 65, Records of said City Clerk, shall terminate and be of no further force and effect.

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. VAN DEMAN  
EMIL KLICKA  
WILLIAM HARPER  
Members of the Harbor Commission  
of The City of San Diego

NATIONAL IRON WORKS Lessee  
By EDWARD BOUGHTON  
Vice President

ATTEST: P. B. ECKHART

Secretary

I hereby approve the form of the foregoing Lease this 24th day of March, 1941.

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 National Iron Works on Municipal Tidelands; being Document No. 328414.

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

By Francis T. Fallon Deputy

#### AGREEMENT GOVERNING TRANSPORTATION AND STORAGE OF CITY-OWNED WATER IN MURRAY RESERVOIR

THIS AGREEMENT, entered into this 11th day of March, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, hereinafter in this agreement referred to as the "City," and the LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, a State agency of the State of California, hereinafter referred to as the "District," WITNESSETH:

THAT WHEREAS, under the provisions of an agreement heretofore entered into and now existing between the City and the District, the City has certain storage rights for its El Capitan water in the District's Murray Reservoir, but has no facilities for transporting such water to or from said reservoir; and

WHEREAS, the City is now desirous of utilizing its storage rights and the District is willing to make available certain of its facilities to the extent, in the manner and upon the terms and conditions hereinafter in this agreement set forth;

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

1. The District agrees to transport such water as may be delivered to it by the City through its main flume line from El Capitan Reservoir to the point of discharge into the open ditch from which water from the main flume line is carried into Murray Reservoir, and to be measured and transported through said open ditch for storage into Murray Reservoir, to be subsequently withdrawn by The City of San Diego for delivery into its distribution system, for a charge of twenty-five cents (25¢) per acre foot for the amount of water discharged from said main flume line into the open ditch, and said City of San Diego agrees to pay said sum of twenty-five cents (25¢) per acre foot for the amount of water so delivered.

2. The District agrees to prepare said open ditch for the transportation of water and for such period of time as the City shall deliver water into said ditch, to maintain the same in reasonably good condition, and the City agrees to pay, upon receipt of billing, the actual cost thereof incurred by the District.

3. The District agrees to measure all water discharged from the open ditch into Murray Reservoir and to keep accurate records thereof and to credit the City with the amount of water actually delivered into Murray Reservoir, and the City, during such time as said water shall be stored in Murray Reservoir, agrees to pay to the District the proportion of any cost of treatment of the water in Murray Reservoir that the amount of water so stored therein by the City bears to the total amount of water stored in said Murray Reservoir.

4. The District agrees to deliver such water as the City may desire to withdraw from Murray Reservoir up to the amount of City water placed therein as hereinabove provided, to a pumping plant to be installed by the City on one of the District's main feeder lines in the vicinity of 69th and Mohawk Streets; provided, however, that city water placed in storage in Murray Reservoir shall be subject to deduction for proportional evaporation losses.

5. The City shall install a Sparling meter and check valve between the pump and the District's feeder pipeline, and shall furnish daily readings of the same to the District whenever the pump is being operated.

6. If the District is required to make any connections, move any pumps, install gates, or perform any other services in order to provide for the withdrawal of the City's water from Murray Reservoir for its delivery into the City's distribution system, the District will charge the City the actual cost thereof, which the City agrees to pay upon receipt of bill.

7. The District agrees to allow the City to use one of its pumps now located in the District's El Monte Pumping Plant, and the City agrees to pay for the cost of disconnecting and removing the pump from said El Monte Pumping Plant and will install the same at its expense at the point where the pump is to be used by the City. The City agrees to pay to the District a rental of One Dollar (\$1.00) per day for the use of such pump from the time it is installed and ready for operation until it is removed and returned to the District. The City agrees to maintain the pump in good condition and repair it at its expense and at such time as its use shall be discontinued, the City agrees to return the pump to the District's El Monte Pumping Plant in the same condition as received, ordinary wear and tear excepted. The City further agrees to pay the costs incurred by the District in reinstalling the pump at the District's El Monte Pumping Plant.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the day and year first above written under the authority of resolutions duly adopted by the Board of Directors of said Irrigation District and by the Council of The City of San Diego.

THE CITY OF SAN DIEGO, a Municipal Corporation in the State of California  
By WALTER W. COOPER

City Manager  
LA MESA, LEMON GROVE AND SPRING VALLEY  
IRRIGATION DISTRICT, a State Agency  
of the State of California  
By R. M. LEVY President  
By RUTH C. DREW Secretary

(SEAL)

I hereby approve the form of the foregoing Agreement this 8th day of April, 1941.  
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 Apr. 8, 1941

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California  
To be paid out of Water Dept Ord. 2097 - not to exceed \$2000.00

I HEREBY CERTIFY that the above and foregoing is a full, true copy of Agreement with La Mesa, Lemon Grove and Spring Valley Irrigation District for storage of City-owned water; being Document No. 328422.

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 18th day of April, 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 W. E. BRADBURY, 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:

Parcel 1: S 1/2 of the NE 1/4 of Section 31, Twp. 12 South, Range 1 West, S.B.B.&M.; excepting from the above described land all that portion thereof lying above the elevation of 395 feet above sea level, according to the U.S. Geological Survey datum, ALSO,

Parcel 2: The SW 1/4 of the SE 1/4 and the W 1/2 of the NW 1/4 of the SE 1/4 of Section 32, Twp. 12 South, Range 1 West, S.B.B.&M.; ALSO,

Parcel 3: Commencing at a point 50 yards south of the northwest corner of the southwest 1/4 of said Section 32; thence West 156 yards; thence South 830 yards; thence East 156 yards; thence North 830 yards to the point of commencement;

Containing in all 150 acres of land, more or less, with the improvements thereon, if any; excepting from the above all public roads and ways; 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 five (5) years, beginning on the 1st day of April, 1941, and ending on the 31st day of March, 1946, at the following rentals: Five Hundred Dollars (\$500.00) 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 agricultural purposes only, and for no other purposes 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. timber, sand, gravel,

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 such timber, sand, gravel, gas, oil 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), 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. Any tax imposed by the County of San Diego upon the leasehold interest which may become a lien against the real property herein leased shall be paid promptly when due by the lessee, and if not so paid may be charged to the account of the lessee and be just cause for cancellation of this lease.

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. 73860 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.

W. E. Bradbury  
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 18th day of April, 1941.

D.L. AULT, City Attorney,

By D. H. McKinney  
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with W. E. Bradbury; being Document No. 328442.

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

By Francis T. Totten Deputy

CITY OF SAN DIEGO

# A G R E E M E N T

WHEREAS, Chas. O. Richards ..... ARE, (IS) The Owner(s) of .....  
 (Owner's Name) Owner and Agent

Lots I & J Block 12 Horton's .....and,  
 (Lots Block Subdivision)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any city street prior to signing an agreement with the City to replace 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, 1941, by Chas. O. Richards that he will, for and in consideration of the permission granted him to remove 25 feet of curbing on Third Street adjacent to the above described property, bind Lots I & J, (Street)

Block 12 Horton's Addition to, and he hereby by these presents agree (s) 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.  
Chas. O. Richards 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.

Chas. O. Richards  
(Owner and Agent)

218 Medico-De... San Diego, California  
(Address)

RECORDED Apr. 21, 1941, 40 min.past 10 A.M. in book 1154 at page 450 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, Delbert M. Baepler, residing in San Diego, Cal., duly commissioned and sworn to as Copyist County Recorder's Office, S.D. County, Calif. Described in and to name of within instrument, and acknowledged to me that he executed the same.

I have come unto 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 written.

Delbert M. Baepler  
Notary Public in and for the County of San Diego  
State of California

My Commission Expires March 24, 1945. (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Chas. O. Richards to City of San Diego; being Document No.328458.

FRED W. SICK

City Clerk of The City of San Diego, California

By Francis T. Fallon Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Chas. O. Richards ARE, (IS) The Owner(s) of Lot D Block 12 Horton's (Lots) 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 18th day of April, 1941, by Chas. O. Richards that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Second Street adjacent to the above described property, bind Lot D, Horton's Addition to, and he hereby by these presents agree(s) 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.

Chas. O. Richards 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.

RECORDED APR 21, 1941 40 min.past 10 A.M. in book 1154 at page 449 OF OFFICIAL RECORDS, San Diego Co., Cal. Recorded at Request of Grantee. (Owner's Signature) Owner and Agent  
ROGER N. HOWE, COUNTY RECORDER, Building, San Diego, Calif.  
By Deputy H.I. ERB (Address)

I certify that I have correctly transcribed this document in above mentioned book.  
E. Baepler  
Copyist County Recorder's Office, S.D. County, Calif.

On the 18th day of April, 1941, I, Delbert M. Baepler, Notary Public in and for said County, residing therein, duly commissioned and sworn to, appeared Chas. O. Richards known to me to be the person...described in which he subscribed to within instrument, and acknowledged to me that he executed the same.

I have come unto 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 written.

Delbert M. Baepler  
Notary Public in and for the County of San Diego  
State of California

My Commission Expires March 24, 1945. (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Chas. O. Richards to City of San Diego; being Document No.328459.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fallon Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, George Hoffman ARE, (IS) The Owner(s) of 1 & 2 ....59 .....  
(Lots) Block Subdivision)

Seaman & Choata's Add. San Diego, Calif.

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 April, by George Hoffman that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Ivy Street adjacent to the above described property, bind myself to, and I hereby by these presents agree(s) 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.

George Hoffman  
(Owner's Signature)  
2143 - 29th Street  
(Address)

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

On this 17th day of April, 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 Goerge Hoffman known to me to be the person...described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

My commission expires  
September 10, 1944.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from George Hoffman to City of San Diego; being Document No.328492.

FRED W. SICK  
City Clerk of the City of San Diego, Calif.  
By Francis T. Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That .....ELECTRICAL FACILITIES INC. .... as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, A Corporation created, organized and existing under and by virtue of the laws of the STATE 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 .....THREE HUNDRED TWENTY.....Dollars(\$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 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 May, 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 - 8 volt, 50 ampere Rextselen cathodic corrosion-  
eliminator equipped with Selenium Rectifier;
- 1 - 8 volt, 100 ampere ditto; and
- 1 - 16 volt, 50 ampere 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:

Harold Knapp  
Secr.-Treas.

ELECTRICAL FACILITIES INC.  
(SEAL)  
By S. M. Gardner  
President Principal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety.  
Erbon Delventhal (SEAL)  
Agent & Atty-in-fact.

I hereby approve the form of the within Bond, this 23rd day of May, 1941.

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

RECORDS

FOR OFFICIAL RECORDS

BOOK 1150

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IN BOOK 1150

PAGE 1

RECORDED APR. 28, 1941 5 min. past 9 A.M. in book 1159 at page 462 OF OFFICIAL RECORDS,  
SAN DIEGO CO., CAL. Recorded at Request of Grantee.  
ROGER N. HOWE, COUNTY RECORDER  
By Deputy D. Cole.  
V. Fuerth  
Copyist County Recorder's Office, S.D. County, Calif.

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

I hereby approve the foregoing bond this 23rd day of May 1941.

Walter W. Cooper  
City Manager.

STATE OF CALIFORNIA )  
 ) ss.  
County of Alameda )

On this 13th day of May, A.D., 1941 before me Hilda Trythall, a Notary Public in and for the County of Alameda, residing therein, duly commissioned and sworn, personally appeared Erbon Delventhal, Attorney-in-Fact and Agent of the Fidelity and Deposit Company of Maryland, a corporation, 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, and also known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact and Agent of said corporation, and he acknowledged to me that he subscribed the name of said Fidelity and Deposit Company of Maryland thereto as Principal and his own name as Attorney-in-Fact and Agent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Oakland and County of Alameda the day and year first above written

(SEAL)

Hilda Trythall  
Notary Public in and for the City of Oakland,  
County of Alameda, State of California.

My commission expires October 8, 1941.

Oakland 59363.

### C O N T R A C T .

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 23rd day of May, 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

#### ELECTRICAL FACILITIES 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 - 8 volt, 50 ampere Rexselen cathodic corrosion-eliminator equipped with Selenium Rectifier;
- 1 - 8 volt, 100 ampere ditto; and
- 1 -16 volt, 50 ampere ditto;

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 327881.

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

- |                                                                                         |               |
|-----------------------------------------------------------------------------------------|---------------|
| 1 - 8V, 50Amp. Rexselen cathodic corrosion-eliminator equipped with Selenium Rectifier, | -----\$312.00 |
| 1 - 8V, 100Amp. ditto                                                                   | -----\$504.00 |
| 1 -16V, 50Amp. ditto                                                                    | -----\$464.00 |

Said prices include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 100 days from and after the date of the execution of this contract, and to complete said delivery on or before the 130 days after execution of contract, -19-..

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 Eighty Dollars (\$1280.00),

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. 74082 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, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By Walter W. Cooper  
City Manager.

(SEAL)

ATTEST:

ELECTRICAL FACILITIES INC.

Harold Knapp  
Secr.-Treas.

S. M. Gardner  
President Contractor.

I hereby approve the form of the foregoing contract, this 23rd day of May, 1941.

D. L. AULT  
City Attorney.

By H. B. DANIEL  
Asst. Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with ELECTRICAL FACILITIES INC. for Rectifiers.; being Document No. 329494.

FRED W. SICK  
City Clerk of the City of San Diego, Calif.  
By Francis T. Taden Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Charles L. Carter & Alice<sup>A</sup>/Carter ..... ARE, (IS) The Owner(s) of  
(Owner's Name)

8-9 255 Hoels .....according to map there of #457 filed in Recorder's Office S. D.  
(Lots: Block Subdivision)  
Co. and,

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

THIS AGREEMENT, signed and executed this 16th day of December, 1940, by Charles L. Carter that he will, for and in consideration of the permission granted him to remove 16 feet of curbing at 3716 Main Street adjacent to the above described property, binds himself to, and he hereby by these presents agree(s) 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.

Charles L. Carter 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 L. Carter  
(Owner's Signature)

3716 Main St.  
(Address)

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS.

On this 16th day of December, 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 Charles L. Carter 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)

My Commission Expires Mar. 20, 1943.

RECORDED Apr. 28, 1941 5 min. past 9 AM in book 1159 at page 461 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 Charles L. Carter etcd. to City of San Diego; being Document No. - 328505.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Taden Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Raymond S. Keyes ARE, (IS) The Owner(s) of 23 36 La Jolla Hermosa  
(Owner's Name) (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 March, by Raymond S. Keyes that I will, for and in consideration of the permission granted me to remove 20 feet of curbing on Waverly adjacent to the above described property, bind me to, and I hereby by these (Street)

presents agree(s) 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.

Raymond S. Keyes  
(Owner's Signature)

5945 Waverly St.  
(Address)

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO }SS.

On this 24th day of March, A.D. Nineteen Hundred and forty-one before me, Lela I. Stillman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Raymond S. Keyes 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 HWEREOF, 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.

Lela I. Stillman  
Notary Public in and for the County of San  
Diego, State of California  
My Commission expires April 15, 1944.

(SEAL)

RECORDED APR. 28, 1941 5 min.past 9 A.M. in book 1159 at page 460 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 Raymond S. Keyes to City of San Diego; being Document No.328506.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Padden Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, E. Raymond Stanford ARE, (IS) The Owner(s) of Lots 19, 20 and 21,  
(Owner's Name) (Lots  
Block 113, University Heights, and,  
Block Subdivision)

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

THIS AGREEMENT, signed and executed this 16th day of April, 1941, by E. Raymond Stanford that he will, for and in consideration of the permission granted him to remove 20 feet of Curbing on Illinois Street, and

30 feet of curbing on El Cajon Blvd. adjacent to the above described property, binds him- self to, and he hereby by these presents agree(s) to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obliga- tion on the part of The City of San Diego.

E. Raymond Stanford further agrees that this agreement shall be binding on him- self, 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. Raymond Stanford  
(Owner's Signature)

3258 El Cajon Ave.  
(Address)

STATE OF CALIFORNIA }  
COUNTY OF SAN DIEGO }SS.

On this 16th day of April, A.D. Nineteen Hundred and forty-one, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. Raymond Stanford known to me to be the person..described in and whose name is subscribed to the within instrument, and acknowledged to me that he exe- cuted 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  
My Commission expires Mar. 20, 1943.

RECORDED APR. 28, 1941 5 min. past 9 A.M. in book 1159 at page 459 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 E. Raymond Stanford to City of San Diego; being Document No. - 328507.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

# L E A S E

Contract ERA9fsa 645

Between

THE CITY OF SAN DIEGO  
and  
THE UNITED STATES OF AMERICA

THIS LEASE, entered into this 10th day of April 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 members of the Harbor Commission of said City, for its 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:

1. The Lessor hereby leases to the Government the following described premises, located, in The City of San Diego, County of San Diego, State of California, viz:

Beginning at the point of intersection of the southerly prolongation of the westerly line of Kettner Boulevard with the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, said point being north 89° 37' 30" east, 621.97 feet from U. S. Bulkhead Station 181; thence north 0° 01' 10" east along the southerly prolongation of the westerly line of Kettner Boulevard a distance of 65.73 feet to a point; thence south 89° 35' 43" east a distance of 47 feet to the true point or place of beginning; thence north 0° 01' 10" east on a line parallel to and distant 47 feet easterly from the southerly prolongation of the westerly line of Kettner Boulevard a distance of 405.78 feet to a point; thence south 50° 50' east a distance of 648.10 feet to a point; thence north 89° 35' 43" west a distance of 502.63 feet, more or less, to the true point or place of beginning, containing 101,976 square feet, or 2.341 acres, of tideland area.

together with all improvements thereon and appurtenances thereto, to be used for the purpose of erecting, maintaining and operating upon the said premises temporary shelters and related appurtenances and facilities for the housing of workers, students, trainees, and officials engaged in, or preparing to become engaged in, National Defense activities.

2. TO HAVE AND TO HOLD the said premises with their improvements and appurtenances for the term beginning with April 1, 1941, and ending with June 30, 1941.

3. The Government shall pay to the Lessor, as rent for the said premises, the sum of three cents (3¢) per square foot per annum, payable as follows: The sum of two hundred fifty-four and 94/100 dollars (\$254.94) at the end of each month during said term.

4. The Government shall have the option to renew this lease, each year thereafter, for the period beginning with July 1, 1941, and ending with June 30, 1942, at a rental of three cents (3¢) per square foot per annum, payable as follows: The sum of two hundred fifty-four and 94/100 dollars (\$254.94) at the end of each month, and otherwise upon the terms and conditions herein specified, by giving to the Lessor notice in writing of intention to renew at least thirty (30) days before the beginning of each such renewal period, said notice to be computed from the date of mailing; provided, however, that no such renewal shall extend the period of occupancy of the said premises beyond the 30th day of June, 1946,

5. The Lessor shall furnish to the Government, during the occupancy of the said premises, as part of the consideration for the payment by the Government of the rental herein specified, the following: Nothing.

6. The Government shall have the right to let to tenants, occupants or other persons which it shall select the shelters and living quarters to be erected by it upon the leased premises.

7. The Government shall have the right to make alterations and attach fixtures to the said premises, and erect, install and maintain thereon additions and structures and any and all improvements, including utilities and roads, in connection with the operation of the said premises for the purposes specified in paragraph "1" hereof. All such alterations, fixtures, additions, structures, and improvements 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 or within a reasonable time following the expiration of this lease, and if they are so removed, the Government shall restore the said premises to the same condition as that existing at the time of entering thereon 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.

8. The Lessor covenants and agrees that it is the true and legal owner of the leased premises and that said premises are free and clear of all encumbrances, and upon payment of the rental and performance of all covenants by the Government to be paid and performed as



Passed and adopted by the said Council of the said City of San Diego, California, this 1st day of April, 1941, by the following vote, to-wit:

YEAS--Councilmen: Weggenman, Housh, Boud, Knox, Flowers and Mayor Benbough  
NAYS--Councilmen: None  
ABSENT--Councilman: Simpson

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 HELEN M. WILLIG 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 HELEN M. WILLIG Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Housing Lease with U. S. Dept. of Agriculture Covering Site 1 - D on tidelands for 2.341 acres; being Document No. 328622.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy.

L E A S E

Contract ERA9fsa 647.

Between

THE CITY OF SAN DIEGO

and

THE UNITED STATES OF AMERICA.

THIS LEASE, entered into this 10th day of April, 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 members of the Harbor Commission of said City, for its 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:

1. The Lessor hereby leases to the Government the following described premises, located in The City of San Diego, County of San Diego, State of California, viz:

Beginning at Station 300 on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, said Station also being the most westerly corner of the U. S. Destroyer Base; thence due east along the northerly boundary of the U. S. Destroyer Base a distance of 85.61 feet to a corner point; thence north 0° 32' 40" west along the westerly boundary line of the said U. S. Destroyer Base a distance of 430.50 feet to the northwest corner thereof, said corner being 25 feet easterly from the southerly prolongation of the easterly line of 28th Street; thence north 0° 32' 40" west on a line parallel to and distant 25 feet easterly from the southerly prolongation of the easterly line of 28th Street a distance of 170 feet to a point; thence at right angles north 89° 27' 20" east a distance of 5 feet to the true point or place of beginning; thence north 0° 32' 40" west on a line parallel to and distant 30 feet easterly from the southerly prolongation of the easterly line of 28th Street a distance of 409 feet to a point; thence at right angles north 89° 27' 20" east a distance of 126.90 feet to a point; thence north 37° 32' 20" east a distance of 9222 feet to a point; thence at right angles south 52° 27' 40" east a distance of 532 feet to a point; thence south 51° 54' 30" east a distance of 312 feet to the point of tangency of a curve concave to the north-east and having a radius of 1575 feet; thence southeasterly along the arc of said curve an arc distance of 247.66 feet, more or less, to a point on the northerly boundary line of the U. S. Destroyer Base; thence due west along the said boundary a distance of 295 feet to a point; thence leaving said boundary line north 50° 43' 40" west a distance of 597.25 feet to a point; thence south 37° 32' 30" west a distance of 85 feet to a point; thence at right angles north 52° 27' 30" west a distance of 165 feet to a point; thence south 0° 32' 40" east a distance of 240 feet to a point; thence at right angles south 89° 27' 20" west a distance of 115 feet to the true point or place of beginning, containing 213,160 square feet, or 4.893 acres, of tideland area.

The lands hereinabove described being shown as Parcel No. 1 on the map or plat marked "Exhibit A," attached hereto and made a part of this lease.

together with all improvements thereon and appurtenances thereto, to be used for the purpose of erecting, maintaining and operating upon the said premises temporary shelters and related appurtenances and facilities for the housing of workers, students, trainees, and officials engaged in, or preparing to become engaged in, National Defense activities.

2. TO HAVE AND TO HOLD the said premises with their improvements and appurtenances for the term beginning with April 1, 1941, and ending with June 30, 1941.

3. The Government shall pay to the Lessor, as rent for the said premises, the sum

of one-and-one-half cents (1-1/2¢) per square foot per annum, payable as follows: The sum of two hundred sixty-six and 45/100 dollars (\$266.45) at the end of each month during said term.

4. The Government shall have the option to renew this lease, each year thereafter, for the period beginning with July 1, 1941, and ending with June 30, 1942, at a rental of one and one-half cents (1-1/2¢) per square foot per annum, payable as follows: The sum of two hundred sixty-six and 45/100 dollars (\$266.45) at the end of each month, and otherwise upon the terms and conditions herein specified, by giving to the Lessor notice in writing of intention to renew at least thirty (30) days before the beginning of each such renewal period, said notice to be computed from the date of mailing; provided, however, that no such renewal shall extend the period of occupancy of the said premises beyond the 30th day of June, 1946.

5. The Lessor shall furnish to the Government, during the occupancy of the said premises, as part of the consideration for the payment by the Government of the rental herein specified, the following: Nothing.

6. The Government shall have the right to let to tenants, occupants or other persons which it shall select the shelters and living quarters to be erected by it upon the leased premises.

7. The Government shall have the right to make alterations and attach fixtures to the said premises, and erect, install and maintain thereon additions and structures and any and all improvements, including utilities and roads, in connections with the operation of the said premises for the purposes specified in paragraph "1" hereof. All such alterations, fixtures, additions, structures, and improvements 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 or within a reasonable time following the expiration of this lease, and if they are so removed, the Government shall restore the said premises to the same condition as that existing at the time of entering thereon 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.

8. The Lessor covenants and agrees that it is the true and legal owner of the leased premises and that said premises are free and clear of all encumbrances, and upon payment of the rental and performance of all covenants by the Government to be paid and performed as herein contained, the Government shall peaceably and quietly hold and enjoy the leased premises during the full term of this lease, or any renewal thereof.

9. The Government may terminate this lease or any renewal thereof at any time by giving thirty (30) days' notice in writing of such termination to the Lessor, said notice to be computed from the date of mailing. In the event of such termination, the rent payable hereunder for the term during which the termination occurs shall be reduced by the proportion which the number of days remaining in said term after the effective date of such termination bears to the total number of days in said term.

10. 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 that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first above written.

THE CITY OF SAN DIEGO

By R. H. Van Deman  
Emil Klicka  
William Harper  
Members of the Harbor Commission  
of the City of San Diego.

THE UNITED STATES OF AMERICA  
By Lawrence I. Hemes, Jr.,  
Regional Director  
Official Title.

I hereby approve the form of the foregoing Lease, this 1st day of April, 1941.

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

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

On this 10th day of April, A.D. 1941, before me, Clark M. Foote, Jr., a Notary Public in and for the County of San Diego, State of California, personally appeared R.H. VAN DEMAN, EMIL KLICKA AND WILLIAM HARPER, personally 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 foregoing instrument for and on behalf of The City of San Diego, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal in the County of San Diego, State of California, the day and year first hereinabove written.

/s/ CLARK M. FOOTE, JR.  
Notary Public in and for the County  
of San Diego, State of California.

My commission expires Mar. 20, 1943.

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

On this 22d day of April, 1941, before me, Mary N. Wickersham, a notary public in and for the above county and state, appeared Lawrence I. Hemes, Jr., known to me to be the Regional Director, Region IX, Farm Security Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the

uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at San Francisco, California, the day and year aforesaid.

Mary N. Wickersham  
Notary Public in and for the City  
and County of San Francisco, State  
of California.

My commission expires:  
November 23, 1944.

RESOLUTION NO. 73864

WHEREAS, the Harbor Commission of The City of San Diego, pursuant to the powers vested in said Commission by Section 54 of the Charter of said City, is about to enter into a lease of certain portions of the tidelands with The United States of America, for a period of three (3) months, commencing on the 1st day of April, 1941, and ending on the 30th day of June, 1941, with an option to renew said lease each year thereafter, for the period beginning with July 1, 1941, and ending with June 30, 1942, upon the terms and conditions contained in the form of lease, copy of which is hereto attached and made a part of this resolution; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That said lease, copy of which is hereto attached, between the Harbor Commission of The City of San Diego and The United States of America, be, and the same is hereby in all respects ratified, confirmed and approved.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby directed to cause certified copies of this resolution, omitting therefrom the form of lease, to be attached to the original and duplicate original of said lease.

Presented by \_\_\_\_\_

Approved as  
to form by D. L. Ault, City Attorney.

By \_\_\_\_\_  
Assistant City Attorney.

Passed and adopted by the said Council of the said City of San Diego, California, this 8th day of April, 1941, by the following vote, to-wit:

YEAS--Councilmen: Simpson, Weggenman, Housh, Boud, Flowers and Mayor Benbough  
NAYS--Councilmen: None  
ABSENT--Councilman: Knox

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 that the above and foregoing is a full, true and correct copy of Housing Lease with U. S. Dept. of Agriculture Covering Site 3-T.R. on tidelands for 4.893 acres.; being Document No. 328623.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy.

L E A S E

Contract ERA9fsa 646.

Between

THE CITY OF SAN DIEGO

and

THE UNITED STATES OF AMERICA.

THIS LEASE, entered into this 10th day of April, 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 members of the Harbor Commission of said City, for its 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:

1. The Lessor hereby leases to the Government the following described premises, located in The City of San Diego, County of San Diego, State of California, viz:

Beginning at Station 300 on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, said Station being also the most westerly corner of the U. S. Destroyer Base; thence due east along the northerly boundary line of the U. S. Destroyer Base a distance of 85.61 feet to a corner point; thence north 0° 32' 40" west along the westerly boundary line of the said U. S. Destroyer Base a distance of 430.50 feet to the northwest corner thereof, said corner being 25 feet easterly from the southerly prolongation of the easterly line of 28th Street; thence

north 0° 32' 40" west on a line parallel to and distant 25 feet easterly from the southerly prolongation of the easterly line of 28th Street a distance of 170 feet to a point; thence at right angles south 89° 27' 20" west to a point which is 30 feet westerly from the southerly prolongation of the westerly line of 28th Street; thence north 0° 32' 40" west on a line parallel to and distant 30 feet westerly from the southerly prolongation of the westerly line of 28th Street a distance of 91.58 feet to the true point or place of beginning; thence at right angles south 89° 27' 20" west a distance of 200 feet to a point; thence at right angles north 0° 32' 40" west a distance of 132 feet to a point; ~~thence north 36° 42' 40" west a distance of 132 feet to a point;~~ thence north 36° 42' 40" west a distance of 374 feet to a point; thence north 71° 47' 40" west a distance of 98 feet to a point; thence north 16° 40' east a distance of 249.64 feet to a point; thence north 70° 50' east a distance of 55 feet to a point on a curve concave to the south having a radius of 1732 feet the center of said curve bearing south 11° 41' 55" west; thence southeasterly along the arc of said curve an arc distance of 371.72 feet to a point of compound curve, concave to the southwest, having a radius of 80 feet; thence along the arc of said compound curve an arc distance of 55.08 feet, more or less, to a point which is 30 feet westerly from the southerly prolongation of the westerly line of 28th Street; thence leaving said curve south 0° 32' 40" east on a line parallel to and distant 30 feet westerly from the southerly prolongation of the westerly line of 28th Street a distance of 562 feet, more or less, to the true point or place of beginning, containing 237,056 square feet, or 5.442 acres, of tideland area.

The lands hereinabove described being shown as Parcel No. 2 on the map or plat marked "Exhibit A," attached hereto and made a part of this lease.

together with all improvements thereon and appurtenances thereto, to be used for the purpose of erecting, maintaining and operating upon the said premises temporary shelters and related appurtenances and facilities for the housing of workers, students, trainees, and officials engaged in, or preparing to become engaged in, National Defense activities.

2. TO HAVE AND TO HOLD the said premises with their improvements and appurtenances for the term beginning with April 1, 1941, and ending with June 30, 1941.

3. The Government shall pay to the Lessor, as rent for the said premises, the sum of one and one-half cents (1-1/2¢) per square foot per annum, payable as follows: The sum of two hundred ninety-six and 32/100 dollars (\$296.32) at the end of each month during said term.

4. The Government shall have the option to renew this lease, each year thereafter, for the period beginning with July 1, 1941, and ending with June 30, 1942, at a rental of one and one-half cents (1-1/2¢) per square foot per annum, payable as follows: The sum of two hundred ninety-six and 32/100 dollars (\$296.32) at the end of each month, and otherwise upon the terms and conditions herein specified, by giving to the Lessor notice in writing of intention to renew at least thirty (30) days before the beginning of each such renewal period, said notice to be computed from the date of mailing; provided, however, that no such renewal shall extend the period of occupancy of the said premises beyond the 30th day of June, 1946.

5. The Lessor shall furnish to the Government, during the occupancy of the said premises, as part of the consideration for the payment by the Government of the rental herein specified, the following: Nothing.

6. The Government shall have the right to let to tenants, occupants or other persons which it shall select the shelters and living quarters to be erected by it upon the leased premises.

7. The Government shall have the right to make alterations and attach fixtures to the said premises, and to erect, install and maintain thereon additions and structures and any and all improvements, including utilities and roads, in connection with the operation of the said premises for the purposes specified in paragraph "1" hereof. All such alterations, fixtures, additions, structures, and improvements 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 or within a reasonable time following the expiration of this lease, and if they are so removed, the Government shall restore the said premises to the same condition as that existing at the time of entering thereon 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.

8. The Lessor covenants and agrees that it is the true and legal owner of the leased premises and that said premises are free and clear of all encumbrances, and upon payment of the rental and performance of all covenants by the Government to be paid and performed as herein contained, the Government shall peaceably and quietly hold and enjoy the leased premises during the full term of this lease, or any renewal thereof.

9. The Government may terminate this lease or any renewal thereof at any time by giving thirty (30) days' notice in writing of such termination to the Lessor, said notice to be computed from the date of mailing. In the event of such termination, the rent payable hereunder for the term during which the termination occurs shall be reduced by the proportion which the number of days remaining in said term after the effective date of such termination bears to the total number of days in said term.

10. 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 that may arise therefrom, but this provision shall not be construed to extend to this lease if made with a corporation for its general benefit.

IN WITNESS WHEREOF, the parties hereto have executed this lease as of the day and year first above written.

THE CITY OF SAN DIEGO

By R. H. Van Deman  
Emil Klicka  
William Harper  
Members of the Harbor Commission of  
the City of San Diego.

THE UNITED STATES OF AMERICA  
By Lawrence I. Hemes, Jr.  
Regional Director  
(Official Title)

I hereby approve the form of the foregoing Lease, this 1st day of April, 1941.

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

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

On this 10th day of April, A.D. 1941, before me, Clark M. Foote, Jr., a Notary Public in and for the County of San Diego, State of California, personally appeared R. H. VAN DEMAN, EMIL KLICKA and E. W. HARPER, personally 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 foregoing instrument for and on behalf of The City of San Diego, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal in the County of San Diego, State of California, the day and year first hereinabove writteh.

/s/ CLARK M. FOOTE, JR.  
Notary Public in and for the  
County of San Diego, State of  
California.  
My Commission expires Mar. 20, 1943.

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

On this 22d day of April, 1941, before me, Mary Wickersham, a notary public in and for the above county and state, appeared Lawrence I. Hemes, Jr., known to me to be the Regional Director, Region IX, Farm Security Administration, United States Department of Agriculture, and the person who executed the foregoing instrument, and he acknowledged to me that he executed the same as the free act and deed of the United States of America, for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at San Francisco, California, the day and year aforesaid.

Mary N. Wickersham  
Notary Public in and for the City  
and County of San Francisco, State  
of California.

(SEAL)

My commission expires:  
November 23, 1944.

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of Housing Lease with U. S. Dept. of Agriculture covering Site 2-D on tidelands for 5.442 acres; being Document No. 328624.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

AGREEMENT TO RELEASE  
PORTION OF PREMISES.

WHEREAS, a written lease was entered into between The City of San Diego and the undersigned, L. W. Brawner, dated the 3d day of May, 1940, and filed with the City Clerk on the 8th day of May, 1940, as Document No. 321013; and

WHEREAS, said lease included, among other premises, certain portions of Pueblo Lot 1316 of the Pueblo Lands of The City of San Diego; and

WHEREAS, the Government of the United States, for purposes of national defense, desires to secure all that portion of the easterly one-half of said Pueblo Lot 1316 lying southerly of Miramar Road; NOW, THEREFORE,

In consideration of the premises, and in further consideration of the sum of One Dollar (\$1.00) to me in hand paid, the undersigned, for myself, my heirs, executors and assigns, sell, surrender and yield up from the day of the date hereof, unto the within named The City of San Diego, all my right, title and interest in and to that portion of Pueblo Lot 1316 referred to and mentioned in said lease, as aforesaid; and I do hereby covenant that said portion of Pueblo Lot 1316 is free and clear of all encumbrances of what kind soever at any time by me or by my privity, consent or procurement done, committed or suffered.

That said portion of Pueblo Lot 1316 herein released by the undersigned, as aforesaid, is more particularly described as follows:

All that portion of the Easterly one-half (1/2) of Pueblo Lot 1316 lying Southerly of Miramar Road, 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; containing in all 32 acres, more or less.

Given under my hand this 13 day of March, 1941.

L. W. BRAWNER..

I HEREBY APPROVE the form of the foregoing Agreement this 28th day of February, 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 Agreement of L. W. BRAWNER to release portions of P. L. 1316; being Document No. 328694.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

UNDERTAKING FOR STREET LIGHTING.

Talmadge Park Lighting District No. 2.

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 EIGHTY DOLLARS (\$80.00) 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 April, 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 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 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

(SEAL)

By A. B. Holloway  
Principal. Vice Pres.

ATTEST:

J. V. Carson  
Secretary

(SEAL)

THE AETNA CASUALTY AND SURETY COMPANY  
By Paul Wolcott  
Surety. Resident Vice-President

ATTEST:

E. L. Tolson  
Resident Asst. Secretary

I hereby approve the form of the foregoing Undertaking this 28 day of April, 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. 73828 passed and adopted on the 8th day of April, 1941, require and fix the sum of \$80.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK  
City Clerk of The City of San Diego.

By Francis T. Tamm (SEAL)  
Deputy.

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

On this 22nd day of April, 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.

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 2.

THIS AGREEMENT, made and entered into this 29th day of April, 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:

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, 1941, to-wit, to and including March 31, 1942.

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 11, 1941, 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 Sixteen and 20/100 Dollars (\$316.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Talmadge Park Lighting District No. 2 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Three Hundred Sixteen and 20/100 Dollars (\$316.20) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of 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 Sixteen and 20/100 Dollars (\$316.20).

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. V. Carson  
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. B. Holloway  
Vice-Pres.

THE CITY OF SAN DIEGO.

By P. J. Benbough  
Fred W. Simpson  
L. F. Weggenman  
Addison E. Housh  
Ernest J. Boud  
A. E. Flowers  
Members of the Council.

ATTEST:

(SEAL)

FRED W. SICK  
City Clerk  
By August M. Wadstrom  
Deputy.

I hereby approve the form of the foregoing Contract, this 28 day of April, 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 for Talmadge Park L. Dist. #2; being Document No. 328736.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

#### UNDERTAKING FOR STREET LIGHTING.

#### Talmadge Park 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 THIRTY-THREE DOLLARS (\$133.00) 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 April, 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 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 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. V. Carson  
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. B. Holloway  
Principal Vice-Pres.

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

THE AETNA CASUALTY AND SURETY COMPANY  
By Paul Wolcott  
Surety. Resident Vice-President

(SEAL) I hereby approve the form of the foregoing Undertaking this 28 day of April, 1941. Total Amount of Premium charged - \$5.00.

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. - 73847 passed and adopted on the 8th day of April, 1941., require and fix the sum of \$133.00 as the penal sum of the foregoing Undertaking

FRED W. SICK  
City Clerk of the City of San Diego.  
  
By \_\_\_\_\_ (SEAL)  
Deputy.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.

On this 22nd day of April, 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.

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 1.

THIS AGREEMENT, made and entered into this 29th day of April, 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:

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, 1941, to-wit, to and including March 31, 1942.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Talmadge Park Lighting District No. 1", filed January 11, 1941, 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 Thirty and 40/100 Dollars (\$530.40) 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 "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 Five Hundred Thirty and 40/100 Dollars (\$530.40) 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 Five Hundred Thirty and 40/100 Dollars (\$530.40).

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.

ATTEST:

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. B. Holloway  
Vice Pres.

(SEAL)  
J. V. Carson  
Secretary

THE CITY OF SAN DIEGO.

By P. J. Benbough  
Fred W. Simpson  
L. F. Weggenman  
Addison E. Housh  
Ernest J. Boud  
A. E. Flowers  
Members of the Council.

ATTEST:

FRED W. SICK  
(SEAL) City Clerk  
By August M. Wadstrom  
Deputy

I hereby approve the form of the foregoing Contract, this 28 day of April, 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 for Talmadge Park L. Dist. #1; being Document No. 328737.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Faxon Deputy.

A G R E E M E N T

WHEREAS, Challenge Cream & Butter Assn. ~~are~~, is the owner of Lot C Block 28 Subdivision New San Diego 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 28th day of April, 1941, by Challenge Cream & Butter Assn. that we will, for and in consideration of the permission granted us to remove 18 feet of curbing on Columbia 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.

CHALLENGE CREAM & BUTTER ASS'N.  
By A. J. Dittmar, Branch Mgr.  
Owner's Name  
640 State St.  
Address San Diego, Cal.

STATE OF CALIFORNIA )  
                                  ) ss  
County of San Diego )

On this 28th day of April, A. D. Nineteen Hundred and forty-one, before me, I. L. Barker a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. J. Dittmar 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 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. 11, 1943

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

RECORDED MAY 2, 1941 46 min. past 2 P.M. in book 1181 at page 21 OF OFFICIAL RECORDS  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, COUNTY RECORDER  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
K. Young  
Copyist, County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full and correct copy of Curb Cutting Agreement from CHALLENGE CREAM & BUTTER ASS'N. to CITY OF SAN DIEGO; being Document No. 328810.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Frederic T. Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That RICHFIELD OIL CORPORATION, as Principal and SAINT PAUL MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 30 day of April, 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, from time to time, as ordered or required by the City:

Richfield Ethyl Gasoline (82 Octane Minimum)  
Hi-Octane Gasoline (74 Octane Minimum)  
Flash Gasoline (62 Octane Minimum)  
during the period beginning July 1, 1941 and ending June 30, 1942, 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:  
CLEVE B. BANNER  
Secretary  
RICHFIELD OIL CORPORATION.  
Principal.  
P. L. WILD, For Vice President  
and General Sales Manager (SEAL)  
SAINT PAUL-MERCURY INDEMNITY COMPANY  
Surety.  
By M. E. Dittman  
Its Attorney-in-fact.  
ATTEST:  
I hereby approve the form of the within Bond, this 1st day of May, 1941.  
D. L. AULT  
City Attorney  
By H. B. Daniel  
Asst. City Attorney.  
I hereby approve the foregoing bond this 1st day of May, 1941.  
WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA. )  
COUNTY OF LOS ANGELES ) ss.:  
Acknowledgement of Attorney-in-Fact.

On this 30 day of April 1941, before me, a Notary Public, within and for the said County and State, personally appeared M. E. DITTMAN known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the SAINT PAUL-MERCURY INDEMNITY COMPANY, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the SAINT PAUL-MERCURY INDEMNITY COMPANY thereto as Surety, and his own name as Attorney-in-Fact.  
PAUL W. ROSTER, JR.  
Notary Public  
(SEAL) My Commission Expires July 26, 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 1st day of May, 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 RICHFIELD OIL 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: from time to time as ordered or required by the City:  
Richfield ethyl gasoline, (82 octane minimum),  
Hi-Octane gasoline, (74 octane minimum), and  
Flash gasoline, (62 octane minimum).  
during the period beginning July 1, 1941 and ending June 30, 1942.  
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. 327679.

Said contractor hereby agrees to furnish and deliver said gasoline at and for the following prices, to-wit:

FOR TANK WAGON OR RETURNABLE DRUM  
DELIVERY (40 Gallons Minimum):

Per Gallon

Richfield ethyl gasoline -----	\$0.0975
Hi-octane gasoline (first grade, non-premium)----	\$0.0865
Flash gasoline (third structure) ----	\$0.0825

FOR TRUCK AND TRAILER DELIVERY,  
(5,000 Gallons Minimum or Minimum  
Quantity as Prescribed by Law):

Richfield ethyl gasoline -----	\$0.095
Hi-octane gasoline (first grade, non-premium)----	\$0.082

No charge will be made for returnable drums unless lost, destroyed or damaged beyond repair, in which event a charge of \$6.00 each will be made.

Deliveries of said gasoline, at the price for the several grades and quantities 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.

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 repeal or reduction of any tax included included in said price per gallon shall lower in like amount the said price per gallon otherwise payable by the City hereunder.

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 1, 1941 to June 30, 1942, 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 contractor herein undertaken and agreed upon, will pay said contractor as follows:

Payments will be made monthly for gasoline purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the gasoline to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the gasoline delivered will not be made until completion of the contract, and until 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. 73901 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.

(SEAL)

THE CITY OF SAN DIEGO  
By Walter W. Cooper  
City Manager

ATTEST:

Cleve B. Banner  
Secretary

RICHFIELD OIL CORPORATION,  
By P. L. Wild for Vice President  
and General Sales Manager

I hereby approve the form of the foregoing Contract this 1st day of May, 1941.

D. L. AULT, City Attorney,

By H. D. Daniel  
Assistant City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with RICHFIELD OIL CORP. for gasoline; being Document No. 328838.

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

between

CITY OF SAN DIEGO,  
and

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

Covering construction of a grill over opening of a 60-inch storm drain conduit located on Railway Company's right of way between Thorn and Upas Streets, San Diego, California.

Dated 4/15 , 1941.

AGREEMENT, Made this 15th day of April, 1941, between CITY OF SAN DIEGO, a California municipal corporation, hereinafter called "City," first party, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, hereinafter called "Railway Company," second party.

RECITALS:

The Railway Company owns, maintains and operates a line of railroad through the City of San Diego, County of San Diego, State of California, and in connection therewith heretofore constructed a concrete arch with reinforced concrete pipe extension, known as Bridge C-266, under its track in the vicinity of Thorn Street, in said City of San Diego. It now develops that this culvert connects with storm drain belonging to the City and leading to San Diego Bay, and that said storm drain crosses directly under plant of the Consolidated Aircraft Corporation. On account of possibility of sabotage to plant of the Aircraft Corporation, the City desires to construct steel grill barricade at the north end of the Railway Company's Bridge C-266, as shown upon print of Division Engineer's Drawing No. L-5-13995, dated February 20, 1941, hereto attached, marked Exhibit "A", and by reference made a part hereof, and the parties desire to reduce to writing their understanding and agreement in the premises.

AGREEMENT:

## ARTICLE I.

IN CONSIDERATION of the covenants of the Railway Company hereinafter set forth, and the faithful keeping thereof by it, the City agrees:

1. To furnish all labor, tools, equipment and material and perform the work of constructing the steel grill barricade at the aforesaid location.
2. To assume, and it does hereby assume, full ownership of said barricade, and at its own cost and expense, to perform all maintenance work and renewals hereafter necessary, and to remove same at its own expense when requested in writing so to do by the Railway Company, it being hereby expressly understood that the Railway Company shall be and it hereby is absolved from any and all future liability and/or expense whatsoever in connection therewith.

## ARTICLE II.

IN CONSIDERATION of the covenants and agreements on the part of the City hereinabove set forth, and the faithful performance of the same, the Railway Company hereby accords to the City license and permission to construct the said steel grill barricade at the north end of said Bridge C-266, without cost to the Railway Company.

## ARTICLE III.

IT IS MUTUALLY AGREED that all the covenants and provisions of this agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto.

IN WITNESS WHEREOF the parties hereto have duly executed this agreement the day and year first above written.

CITY OF SAN DIEGO  
By Walter W. Cooper  
ITS City Manager

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY,  
By C. N. Stedman  
ITS Assistant to General Manager

I hereby approve the form of the foregoing Agreement, this 21st day of April, 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 Agreement bet. A. T. & S. F. Ry. Co., and City of San Diego, covering Const. of grill over storm drain; being Document No. 328869.

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

By Francis T. Fadden Deputy.

## CITY OF SAN DIEGO

## A G R E E M E N T

WHEREAS, JENNIE H. ASH ARE, (IS) The Owner(s) of D 63 Horton's Addition  
(Owner's Name) (Lots 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 5th day of May, 1941, by.....of...that we will, for and in consideration of the permission granted us to remove 20 feet/curbing on 3rd Ave. adjacent to the above described property, bind ourselves to, and we hereby by these presents agree(s) 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.

JENNIE H. ASH  
(Owner's Signature)  
406 G Street, Chula Vista  
(Address)

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

On this 5th day of May, A. D. Nineteen Hundred and Forty-One before me, Harry E. Miller a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared JENNIE H. ASH 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 5th day of May, County of San Diego, State of California, the day and year in this certificate first above written.

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

My Commission expires March 26, 1945.

RECORDED MAY 10, 1941 45 min. past 9 A.M. in book 1182 at page 177 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 JENNIE H. ASH to City of San Diego; being Document No. 328978.

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

By Francis T. Farnham Deputy.

## A G R E E M E N T

WHEREAS, RALPH W. JERABEK are, is the owner of Lot E Block 63 Subdivision Horton's Addition and,

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

THIS AGREEMENT, signed and executed this 3rd day of May, 1941, by us that we will, for and in consideration of the permission granted us to remove 25 feet of curbing on 3rd Ave. street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego,

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

RALPH W. JERABEK  
Owner's Name  
c/o San Diego Club.  
Address

STATE OF CALIFORNIA )  
 ) ss  
County of San Diego )

On this 5th day of May, A. D. Nineteen Hundred and forty-one, before me, Irene M. Young a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared RALPH W. JERABEK 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.

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

RECORDED MAY 10, 1941 45 min. past 9 A.M. in book 1186 at page 86 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. Osgood - 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 RALPH W. JERABEK to City of San Diego; being Document No. 328979.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

UNDERTAKING FOR STREET LIGHTING.  
Talmadge Park Lighting District No. 4.

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 EIGHTY-FIVE DOLLARS (\$185.00) 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 6th day of May 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 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. 73033, adopted by the Council of said City on December 31, 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 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. B. Holloway  
Principal Vice-Pres.

ATTEST:

(SEAL)  
J. V. Carson  
Secretary

THE AETNA CASUALTY AND SURETY COMPANY  
By Paul Wolcott  
Resident Vice-President  
Surety.

ATTEST:

(SEAL)  
E. L. Tolson  
Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking this 7 day of May, 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. 73953 passed and adopted on the 22d day of April, 1941, require and fix the sum of \$185.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK  
City Clerk of The City of San Diego.

(SEAL)

By Francis T. Patton Deputy.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.

ON this 6th day of May, 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.

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 4.

THIS AGREEMENT, made and entered into this 13th day of May, 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:

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;

MIRACLE DRIVE, for its entire length; and 49TH STREET between the south line of

LORRAINE DRIVE, for its entire length. Talmadge Park Estates and Adams Avenue

Such furnishing of electric current shall be for a period of one year from and including April 1, 1941, to-wit, to and including March 31, 1942.

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 January 11, 1941, 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 Seven Hundred Thirty-nine and 20/100 Dollars (\$739.20) 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. 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 Seven Hundred Thirty-nine and 20/100 Dollars, (\$739.20) 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 Seven Hundred Thirty-nine and 20/100 Dollars (\$739.20).

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 GAS & ELECTRIC COMPANY

By A. B. Holloway  
Vice-Pres.

ATTEST:

(SEAL)

J. V. Carson  
Secretary

THE CITY OF SAN DIEGO

By P. L. Benbough  
Fred W. Simpson  
L. F. Weggenman  
Paul J. Hartley  
Ernest J. Boud  
Harley E. Knox  
A. E. Flowers

Members of the Council.

ATTEST:

(SEAL)

FRED W. SICK  
City Clerk

By August M. Wadstrom -Deputy

I hereby approve the form of the foregoing Contract, this 7 day of May, 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 for Talmadge Park L. Dist. #4; being Document No. 329014.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fatten Deputy.

UNDERTAKING FOR STREET LIGHTING.

Talmadge Park Lighting District No. 3.

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 TEN DOLLARS (\$210.00), 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 6th day of May, 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 44TH STREET, HIGHLAND AVENUE, 45TH STREET, MAX DRIVE, MONROE AVENUE, 47TH STREET, NORMA DRIVE, CONSTANCE DRIVE, NATALIE DRIVE, ADAMS AVENUE, within the limits and as particularly described in Resolution of Intention No. 73032, adopted by the Council of said City on December 31, 1940, required to be done, and furnish all the materials therefore 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. B. Holloway  
Principal Vice-Pres.

ATTEST:

(SEAL)  
J. V. Carson  
Secretary

THE AETNA CASUALTY AND SURETY COMPANY  
By Paul Wolcott  
Surety Resident Vice-President

ATTEST:

(SEAL)  
E. L. Tolson  
Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking this 7th day of May, 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. 73952 passed and adopted on the 22d day of April, 1941, require and fix the sum of \$210.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK  
City Clerk of The City of San Diego.

By Francis T. Patten Deputy.

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

On this 6th day of May, 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)

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 3

THIS AGREEMENT, made and entered into this 13th day of May, 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:

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 3,  
 produced southerly.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1941, to-wit, to and including March 31, 1942.

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 11, 1941 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 Thirty-six and 40/100 (\$836.40) 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 "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 Eight Hundred Thirty-six and 40/100 Dollars (\$836.40) 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 Eight Hundred Thirty-six and 40/100 Dollars (\$836.40).

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 GAS & ELECTRIC COMPANY  
 By A. B. Holloway  
 Vice Pres.

ATTEST:

(SEAL)  
 J. V. Carson  
 Secretary

THE CITY OF SAN DIEGO  
 By P. J. Benbough  
 Fred W. Simpson  
 L. F. Weggenman  
 Paul L. Hartley  
 Ernest J. Boud  
 Harley E. Knox  
 A. E. Flowers  
 Members of the Council.

ATTEST:

(SEAL)  
 FRED W. SICK  
 City Clerk  
 By August M. Wadstrom  
 Deputy

I hereby approve the form of the foregoing Contract, this 7 day of May, 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 for Talmadge Park L. Dist. #3; being Document No. 329015.

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 8th day of May, 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 CALIFORNIA PACKING CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to do business in 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:

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, said point being south 56° 51' East 562.47 feet from U. S. Bulkhead Station 187; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 28 feet to a point; thence north 8° 32' 40" east a distance of 409.28 feet to a point; thence north 81° 27' 20" west a distance of 394.58 feet to the point of beginning of a curve concave to the southeast having a radius of 310.623 feet, the center of which bears south 8° 32' 40" west; thence westerly along the arc of said curve an arc distance of 6.26 feet to a point; thence leaving said curve south 8° 32' 40" west a distance of 601.13 feet to a point; thence north 70° 50' east a distance of 350.42 feet to the true point or place of beginning, containing 199, 040 square feet, or 4.569 acres, of tideland area.

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 September, 1941, and terminating on the 31st day of August, 1966, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, one cent (1¢) per square foot per year;

For the next five-year portion of said term, two cents (2¢) per square foot per year;

For the next ten-year portion of said term, four cents (4¢) per square foot per year;

For the remaining and final five-year portion of said term, five cents (5¢) per square foot per year.

All rentals hereunder shall be computed on a monthly basis and 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 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.

(2) All 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 the 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.

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 Company 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 twenty-five (25) years; provided, further, that if the Company 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. The failure of the Company to give said notice of renewal shall relieve the City from any obligation to make such renewal.

In the event that the lessee shall exercise the option herein provided for, the rentals to be paid for such extended term of twenty-five years shall be agreed upon by The City of San Diego and said Company; provided that if an agreement cannot be reached then the matter shall be determined by submission to a Board of Arbitrators consisting of three members. One arbitrator shall be selected by the City and one arbitrator by the Company, and the two arbitrators so selected shall select a third. The decision of such board shall be final, and both the City and the Company shall be bound thereby.

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.

CALIFORNIA PACKING CORPORATION  
Lessee.

By G. R. WARD  
Vice-President.

ATTEST:

N. A. HOLLISTER  
Asst. Secy.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease -California Packing Corp.; being Document No. 329052.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten 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 THREE HUNDRED TWELVE Dollars (\$312.00), lawful money of the United States of America, to be paid to said The City of San Diego; for the payment of which, well and truly to be made, the said Principal hereby binds ....., successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of May, 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 - G.M.C. 1-1/2 ton dump 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. (SEAL)

THE AETNA CASUALTY AND SURETY COMPANY  
Surety.

By F. X. SCHOEFER  
Resident Vice-President  
By ATTEST: D. E. WHITNEY  
Resident Assistant  
Secretary

I hereby approve the form of the within Bond, this 9th day of May, 1941.

D. L. AULT  
City Attorney.

By H. B. DANIEL  
Asst. City Attorney.

I hereby approve the foregoing bond this 9th day of May, 1941.

WALTER W. COOPER  
City Manager.

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

On this 7th day of May, in the year nineteen hundred forty-one 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.

C. A. AKIN  
 Notary Public in and for said Los Angeles  
 County, State of California  
 My Commission expires February 21, 1943.

(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 9th day of May, 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 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:

1 - G.M. C. 1-1/2 ton dump truck,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 328276.

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

ONE THOUSAND TWO HUNDRED FORTY-FIVE and 27/100 Dollars (\$1245.27).

Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 10th day of June, 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 TWO HUNDRED FORTY-FIVE and 27/100 DOLLARS (\$1245.27), 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 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. 74027 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 9th day of May, 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 ANDY WOODS for One 1-1/2 Ton Dump Truck; being Document No. 329078.

City Clerk of the City of San Diego, California By Francis T. Pagan Deputy.

OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 28th day of April, 1941, under and by virtue of the provisions of Section 3897d of the Political Code of the State of California, as modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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, which deed is dated the 1st day of July, 1937, bearing Deed No. 3283; 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, as modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, said Board of Supervisors hereby gives and grants unto said The City of San Diego an option to purchase <sup>the following</sup> described lands situated in the County of San Diego, State of California, to-wit:

South 169.62 feet (@x.street) of Lot 9,  
E. W. Morse's Subdivision of the West  
Half of Pueblo Lot 1106, according to  
the Map thereof No. 103, filed in the  
Office of the County Recorder of San  
Diego County, California;

the consideration for such purchase to be the sum of One Dollar (\$1.00). 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 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 One Dollar (\$1.00), 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 modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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 28th day of April, 1941, 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 8th day of April, 1941, authorizing such execution, the day and year first hereinabove written.

(SEAL)

BOARD OF SUPERVISORS OF THE COUNTY  
OF SAN DIEGO, STATE OF CALIFORNIA  
By WALTER BELLON  
Chairman

ATTEST:

J. B. MC LEES, County Clerk & ex  
officio Clerk of said Board.  
By L. O'KENNEDY Deputy.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER

I hereby approve the form of the foregoing Option Agreement this 7th day of April, 1941.

D. L. AULT  
City Attorney  
By JAMES J. BRECKENRIDGE  
Deputy 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 7th, 1941

HARRY B. RILEY, Controller of  
the State of California  
By Bert Foster Deputy  
(SEAL)

Approved as to form 4/23/41  
CARROLL H. SMITH  
Deputy Dist. Atty.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase certain tax deeded land; being Document No. 329140.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Faxon Deputy.

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT THOUSAND THREE HUNDRED SEVENTY-FIVE Dollars (\$8,375.00), 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 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 May, 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:

8444 feet Class 250 16" cast iron pipe,  
and  
together with special castings, /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:  
H. A. Hoover  
Asst. Secy.

UNITED STATES PIPE & FOUNDRY COMPANY  
By D. B. Stokes  
Vice-President Principal (SEAL)

UNITED STATES GUARANTEE COMPANY  
Surety  
By Celia R. Peter  
Attorney-in-Fact  
and G. W. Bell  
Attorney-in-Fact (SEAL)

I hereby approve the form of the within Bond, this 13th day of May, 1941.

D. L. AULT  
City Attorney  
By H. B. Daniel  
Asst. City Attorney.

I hereby approve the foregoing bond this 13th day of May, 1941.

Walter W. Cooper  
City Manager.

STATE OF CALIFORNIA )  
City and County of San Francisco ) SS.

On this .....day of May, in the year nineteen hundred and forty-one, A.D., before me, IRENE MURPHY, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared ... CELIA R. PETAR AND G. W. BELL, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

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

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

My Commission expires Mar. 10, 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 9th day of May, 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 UNITED STATES PIPE & FOUNDRY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 8444 - lineal feet Class 250, cast iron pipe, 16"
- 5 - 16" x 16" x 8" Class D, cast iron tee, 16" bell ends, 8" flanged end
- 3 - 16" x 16" x 4" Class D, cast iron blowoff branches, 16" bell ends, 4" flanged end
- 1 - 12" x 12" x 16" Class D, cast iron tee, all bell ends
- 3 - 16" Class D, cast iron sleeves
- 1 - 12" Class D, cast iron sleeve
- 1 - 8" Class D, cast iron sleeve
- 3500 - pounds 16" Class D, cast iron standard bends and miscellaneous standard castings
- 1 - 16" x 16" x 8" x 8" Class D, cast iron cross, all bell ends,

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 327886.  
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

8444* Class 250 cast iron pipe	\$32,762.72
5 - 16" bell ends	242.40
3 - 16" iron blowoff branches	107.46
1 - cast iron tee	49.00
3 - 16" cast iron sleeves	54.90
1 - 12" cast iron sleeve	10.44
1 - 8" cast iron sleeve	6.25
3500#- cast iron standard bends and misc. std. castings	210.00
1 - cast iron cross	56.30
	\$33,499.47

Deduction for delivery f.o.b. railroad cars at foundry 8,237.58

Plus amount of California State Sales Tax 757.86

\$25,261.89  
\$26,019.75

Said prices are based on delivery f.o.b. railroad cars at contractor's foundry located at Bessemer, Alabama.

Said contractor agrees to begin delivery of said material within eight weeks from and after the date of the execution of this contract, and to complete said delivery on or before the ninth week after date of 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:

Twenty-six Thousand Nineteen and 75/100 Dollars (\$26,019.75),  
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 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 73985 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 Walter W. Cooper  
City Manager.

UNITED STATES PIPE & FOUNDRY COMPANY  
By D. B. Stokes  
Vice-President Contractor (SEAL)

ATTEST:

H. A. Hoover,  
Asst. Secy.

I hereby approve the form of the foregoing contract, this 13th day of May, 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 U. S. Pipe & Foundry Co., for 16" C. I. Pipe; being Document No. 329143.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Fatten Deputy.

#### CITY OF SAN DIEGO

#### A G R E E M E N T

WHEREAS, JOHN B. KRONEBUSCH ARE, (IS) The Owner(s) of L 196 Horton's  
(Lots Block Subdivision)  
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 12th day of May, 1941, by JOHN B. KRONEBUSCH that I will, for and in consideration of the permission granted me to remove fifteen feet of curbing on ASH STREET adjacent to the above described property, bind myself to, and I hereby by these presents agree(s) 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.

JOHN B. KRONEBUSCH 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.

JOHN B. KRONEBUSCH  
(Owner's Signature)  
2460 Island Ave.  
(Address)

STATE OF CALIFORNIA )  
 )SS.  
COUNTY OF SAN DIEGO )

On this 12th day of May, A.D. Nineteen Hundred and forty-one, before me, Mark M. Saunders A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JOHN B. KRONEBUSCH 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.

(SEAL) MARK M. SAUNDERS  
Notary Public in and for the County  
of San Diego, State of California  
My Commission expires May 4, 1945.

RECORDED MAY 22, 1941, 45 min. past 3 P.M. in book 1170 at page 485 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.  
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 JOHN B. KRONEBUSCH to City of San Diego; being Document No.329253.

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

By Francis T. Patton Deputy.

U.S.G.Co. BOND NO.1301419  
KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL HARVESTER COMPANY (A New Jersey Corporation with General Offices at 180 No. Michigan Ave. Chicago), as Principal and UNITED STATES GUARANTEE CO. 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 ONE THOUSAND SIXTY-TWO Dollars (\$1062.00), 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 May, 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:

3 - International Model K-7 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:  
GERARD J. EGER  
Assistant Secretary

INTERNATIONAL HARVESTER COMPANY  
P. V. MOULDER  
Vice-President Principal. (SEAL)

(SEAL)

UNITED STATES GUARANTEE COMPANY  
Surety

By ESTELLE B. KRONE,  
Attorney-in-Fact.

ATTEST:  
M. S. CLAYTON  
Attorney-in-Fact

I hereby approve the form of the within Bond, this 14th day of May, 1941.

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

I hereby approve the foregoing bond this 14th day of May 1941.

WALTER W. COOPER  
City Manager.

RATHBONE KING & SEELEY  
650 So. Spring St.,  
Los Angeles, Calif.  
VAndike 5107  
Countersigned at Los Angeles, Calif.  
RATHBONE, KING & SEELEY  
By J. C. AIKEN

STATE OF )  
 )ss.  
COUNTY OF )

On this 8th day of May 1941 before me personally came ESTELLE B. KRONE to me known and by me known to be an Attorney-in-Fact of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the annexed Bond on behalf of INTERNATIONAL HARVESTER COMPANY and the said ESTELLE B. KRONE being by me duly sworn, did depose and say that he resides in the City of Chicago in the State of Illinois; that he is an Attorney-in-Fact of said UNITED STATES GUARANTEE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a certified copy is hereto attached, and that he signed said annexed instrument as an Attorney-in-Fact of said Company by like authority; and that he is acquainted with M. S. CLAYTON and knows him to be also an Attorney-in-Fact of said Company and that the signature of said M. S. CLAYTON subscribed to said annexed instrument is in the genuine handwriting of said M. S. CLAYTON and was thereto subscribed by like authority and in deponent's presence; that the assets of said Company, unencumbered and liable to execution, exceed its debts, claims and liabilities of every nature by more than the sum of six million dollars, and that he believes the attached statement of said Company's

assets and liabilities, signed by deponent, is true and correct.

Subscribed, Acknowledged and Sworn to  
before me on the date above written.

ESTELLE B. KRONE  
Deponent's Signature

(SEAL) R. G. LETT  
(Officer's Signature, De-  
scription and Seal)

My commission expires April 28, 1942.  
(Certified Copy POWER OF ATTORNEY authorizing execution of Bonds.)  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES GUARANTEE COMPANY of New York City, New York a corporation of the State of New York, has constituted and appointed, and does hereby constitute and appoint CONVERS GODDARD, GEORGE S. SANDO, M. S. CLAYTON, ESTELLE B. KRONE, THYRA C. BOLSTAD and R. G. LETT of Chicago, Illinois-----each its true and lawful Attorney-in-Fact to execute jointly with either of the others, under such designation in this Company's name and to affix its corporate seal to and deliver for and on its behalf, as surety thereon or otherwise, bonds or obligations of either of the following classes, to wit:

1. Bonds or obligations required on bids or proposals made by any bidder, or to secure the performance of contracts made by any contractor, for furnishing supplies to, or for furnishing labor and materials and performing any work for, the UNITED STATES OF AMERICA, or any State, City, Town, Village, Board or others;

2. Bonds to the United States of America which are required or permitted under laws or regulations relating to the Customs or Internal Revenues;

3. Bonds for Notaries Public within the State of Illinois and bonds required by the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private, for obtaining a License or Permit for exercising any privilege or doing or carrying on any work, business or occupation;

4. Bonds to Transportation Companies to secure payment of transportation charges, or for delivery of freight prior to surrender of Bill of Lading;

5. Bonds and undertakings (except bonds on behalf of fiduciaries) required or permitted by law to be given or filed in any suit, matter or proceeding in any Court of the United States, or in any State or other Court, or given to or filed with any Sheriff or Magistrate within any State, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or liability incurred under such undertaking does not exceed twenty-five thousand dollars (\$25,000);

6. Any other bond or undertaking, the execution of which shall be authorized by letter addressed to either of said Attorneys-in-Fact signed by George H. Reaney, President, or John T. Jones or William E. Schenck or James G. Cannon or Nathan Mobley or Edward E. Stalling, Vice-Presidents of this Company, and sealed with this Company's corporate seal, attested by its Secretary or one of its Assistant Secretaries;

--and the execution of any and all such bonds and undertakings by any two of such Attorneys-in-Fact, in this Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

IN WITNESS WHEREOF, the said UNITED STATES GUARANTEE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 20th day of March 1941.

UNITED STATES GUARANTEE COMPANY,  
By JOHN T. JONES  
Vice-President

WARD E. FLAXINGTON  
Assistant Secretary (Corp.Seal)

STATE OF NEW YORK )  
)ss.  
County of New York)

On this 20th day of March 1941 before me personally came WARD E. FLAXINGTON, to me known and by me known to be Assistant Secretary of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the foregoing Power of Attorney to Convers Goddard, George S. Sando, M. S. Clayton, Estelle B. Krone, Thyra C. Bolstad and R. G. Lett ---- and the said WARD E. FLAXINGTON being by me duly sworn, did depose and say that he resides in the City of New York, in the State of New York; that he is Assistant Secretary of the UNITED STATES GUARANTEE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority by the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with John T. Jones and knows him to be Vice-President of said Company and that the signature of said John T. Jones subscribed to said Power of Attorney is in the genuine handwriting of said John T. Jones and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Subscribed, Acknowledged and  
Sworn to before me on the date  
above written.

WARD E. FLAXINGTON

(Notarial Seal) DAVID OSSMAN  
NOTARY PUBLIC, Queens Co. No. 3421  
Commission Filed in New York Co. No. 249  
Commission expires March 30, 1941  
-----

CITY AND COUNTY OF NEW YORK: ss.

I, GEORGE F. MEREDITH, Assistant Secretary of the UNITED STATES GUARANTEE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of said Company as adopted by its Board of Directors on February 6, 1929, and that the same has not since been amended or rescinded, to-wit:

"ARTICLE VII. EXECUTION OF BONDS, ETC.

Sec. 1. All bonds, undertakings, contracts, powers of attorney and other instruments for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company by its President, or a Vice-President, jointly with its Secretary, or an Assistant Secretary, under their respective designations, except that:

(a) any officer or officers, agent or agents, attorney-in-fact or attorneys-in-fact designated in any resolution of the Board of Directors or Executive Committee adopted either before or after the making of this By-Law, or in any power of attorney executed as provided for in this section, may execute in the manner prescribed in such resolution or

power of attorney any such bond, undertaking or other obligation which he or they shall be empowered to execute by such resolution or power of attorney;"

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof executed by said UNITED STATES GUARANTEE COMPANY to Convers Goddard, et al dated March 20, 1941 and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been revoked.

And I further certify that said UNITED STATES GUARANTEE COMPANY is duly licensed to transact fidelity and surety business in the State of California and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and seal of said Company at New York City, N. Y. this 8th day of May, 1941.

GEORGE F. MEREDITH  
Assistant Secretary

FINANCIAL STATEMENT  
of the  
UNITED STATES GUARANTEE COMPANY  
90 JOHN STREET, NEW YORK, N.Y.  
As of December 31, 1940

ASSETS		LIABILITIES	
United States Government Bonds	\$5,496,828.88	Reserve for Unearned Premiums	\$3,616,600.27
State and Municipal Bonds	711,900.39	Reserve for Losses and Claims	3,039,600.64
Railroad Bonds and Stocks	536,116.01	Reserve for Loss Adjustment	90,319.58
Public Utility Bonds and Stocks	1,114,670.60	Expenses	
Industrial, etc. Bonds and Stocks	5,843,969.11	Reinsurance Reserves	1,076,720.29
Total Bonds and Stocks	\$13,703,484.99	Funds held under Reinsurance	380,254.59
Cash in Banks	\$4,403,763.89	Treaties	
Cash in Office	8,425.00	Commissions and Brokerage	109,481.78
Premiums, not over three months due	4,412.188.89	Federal State and Other	457,595.18
Reinsurance Receivable	376,189.10	Taxes	
Accrued Interest	143,175.77	Accounts Payable	9,768.31
Other Assets	39,000.89	Voluntary Special Reserve	15,616.30
	76,423.35	Voluntary Contingency Re-	1,250,000.00
Total Admitted Assets	\$18,750,462.99	serve	\$10,045,956.97
		Capital Paid In-\$2,000,000.00	
		Surplus	6,704,506.02
		Surplus to Policy Holders	8,704,506.02
		Total Liabilities	\$18,750,462.99

Bonds and Stocks are valued in accordance with requirements of State of New York Insurance Department.

On the basis of December 31, 1940 market quotations for all bonds and stocks owned, this company's Total Admitted Assets and its Surplus would be increased by \$340,579.73. Securities carried at \$1,078,583.50 in the above statement are deposited as required by law.

A. CORRECT STATEMENT

ESTELLE B. KRONE  
Attorney-in-Fact

I, GERARD J. EGER, do hereby certify that I am a duly appointed, qualified and acting Assistant Secretary of INTERNATIONAL HARVESTER COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and that I have access to the minutes of the minutes of its stockholders and directors, and the seal of said corporation, and I do hereby further certify that the following is a true, correct and complete copy of a resolution adopted by the Board of Directors of International Harvester Company at a duly called meeting held on the 19th day of December, 1940, at which a quorum was present, and that the same has not been modified, rescinded or annulled:

"On motion, duly made and seconded, the following resolution was unanimously adopted:

RESOLVED, That effective January 1, 1941  
William F. McAfee  
Ralph C. Archer  
Peter V. Moulder  
Theodore B. Hale  
Frank W. Jenks and  
Joseph A. Axelson

be, and each of them is hereby, appointed a Vice President of the International Harvester Company with power to sign and execute real estate leases and assignments thereof; conditional sale contracts; releases or assignments of real estate mortgages, chattel mortgages, judgments, and conditional sale contracts; releases in settlements of insurance claims where the Company has an interest in the damaged property; bids to and contracts with any governmental bodies, federal, state or local, or any subdivision, department or agency thereof, and any bonds or other documents required in connection with such bids and contracts; bonds and other documents required by any governmental body in connection with the registration or sale of motor vehicles or other articles; applications for licenses required by state or local governmental bodies; powers of attorney to execute customs documents and other customs papers; replevin and cost bonds and other bonds and undertakings required in court proceedings; indemnity bonds required in connection with the loss of notes, drafts and checks, and applications for such bonds; and reports required by federal, state or local governmental bodies; and such Vice Presidents shall have no other powers, save as herein granted."

WITNESS my hand and the corporate seal of said International Harvester Company, this 9th day of May, 1941.

GERARD J. EGER  
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 8th day of May, 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

INTERNATIONAL HARVESTER 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 - International Model K-7 trucks of 158" wheelbase; and  
1 - " " " " " 176" "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 328276.

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

FOUR THOUSAND TWO HUNDRED FORTY-SEVEN and 21/100 DOLLARS (\$4247.21).

Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery within 30 days from May 8th, 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 TWO HUNDRED FORTY-SEVEN and 21/100 DOLLARS (\$4247.21).

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.74026 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.

(SEAL)

ATTEST:

GERARD J. EGER  
Assistant Secretary

I hereby approve the form of the foregoing contract, this 14th day of May, 1941.

INTERNATIONAL HARVESTER COMPANY  
P. V. MOULDER  
Vice-President Contractor.

Contract, this 14th day of May, 1941.

D. L. AULT

City Attorney

By H. B. DANIEL

Asst. City Attorney.

STATE OF ILLINOIS)

) ss.

COUNTY OF COOK

On this 8th day of May, A.D., 1941, before me, A. GILLIES A Notary Public in and for the said County and State, personally appeared P. V. MOULDER, known to me to be the Vice-President, and GERARD J. EGER, known to me to be the Assistant Secretary of 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. GILLIES

Notary Public in and for said County and State.

(SEAL)

My Commission expires December 6, 1942.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with INTERNATIONAL HARVESTER COMPANY for 3 truck; being Document No. 329260.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy.

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, 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 ONE THOUSAND SIX HUNDRED FIFTY-ONE Dollars (\$1,651.00), 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 May, 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:

Gate valves

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:  
ARTHUR F. H. WRIGHT  
Sec'y.

MISSION PIPE & SUPPLY COMPANY  
PAUL O. VANCE, President  
Principal.  
HARTFORD ACCIDENT AND INDEMNITY COMPANY  
Surety.  
By GEO. H. MURCH  
Attorney-in-Fact (SEAL)

ATTEST:  
M. SHANNON

I hereby approve the form of the within Bond, this 14th day of May, 1941.

D. L. AULT  
City Attorney.  
By H. B. DANIEL  
Asst. City Attorney.  
WALTER W. COOPER  
City Manager.

I hereby approve the foregoing bond this 14th day of May 1941.

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

On this 13th day of May, 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 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  
My Commission expires April 27, 1942.

(SEAL)

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, California, this 14th day of May, 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:

- 6 - 24" Rich Mfg. Co.'s 225 lb. horizontal beveled geared hub end gate valves with grease filled extended gear case, indicator, and standard by-pass
- 6 - 16" - ditto
- 8 - 8" Rich Mfg. Co.'s #202 vertical gate valves with flanged ends
- 4 - 6" Rich Mfg. Co.'s #102 " " " " " "
- 1 - 12" Rich Mfg. Co.'s 225 lb. vertical gate valves with flanged ends.

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 327886.

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

6 - 24" Rich Mfg. Co.'s 225# gate valves	@ \$675.50 each
6 - 16" " " " " " "	@ \$328.75 "
8 - 8" " " " #202 " "	@ \$ 39.88 "
4 - 6" " " " #102 " "	@ \$ 26.59 "
1 - 12" " " " 225# " "	@ \$150.57

Said prices include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within twenty (20) days from and after the date of the execution of this contract, and to complete said delivery on or before the 45th day after date of 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:

Six thousand Six Hundred One and 47/100 Dollars (\$6601.47), 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. 73984 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 WALTER W. COOPER.

City Manager.

ATTEST:

ARTHUR F.H. WRIGHT

Secy.

(SEAL)

MISSION PIPE & SUPPLY COMPANY

PAUL O. VANCE, Pres.

Contractor.

I hereby approve the form of the foregoing contract, this 14th day of May, 1941.

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 MISSION PIPE & SUPPLY CO. for gate valves; being Document No. 329261.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fatten Deputy.

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY, as Principal and EAGLE 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 - - - EIGHT HUNDRED EIGHTY-FIVE Dollars (\$885.00), 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 16th day of May, 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 storm drains and appurtenances, curb inlet and storm drain outlet on REED AVENUE, between a line parallel to and distant 20 feet east of the west line on Ingraham Street and a line parallel to and distant 185 feet west of the west line of Haines Street, 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.

V. R. DENNIS

an individual doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY

Principal.

EAGLE INDEMNITY COMPANY

Surety

By H. G. MALM

Attorney-in-Fact

(SEAL)

I hereby approve the form of the within Bond, this 16th day of May, 1941.

D. L. AULT

City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 16th day of May 1941.

WALTER W. COOPER

City Manager.

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

On this 16th day of May in the year 1941, before me, BEATRICE E. ROY, a Notary Public in and for the County and State aforesaid, personally appeared H. G. MALM 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 EAGLE 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.

BEATRICE E. ROY

Notary Public in and for said County and State.  
My Commission expires Jan. 23, 1945.

(SEAL)

#### LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY, as Principal, and EAGLE 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 SEVEN HUNDRED SEVENTY DOLLARS, (\$1,770.00), 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 and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.



For embankment, 1509 cu. yds., -----\$ 452.70  
For 24" reinforced concrete storm drain in place,  
780 lineal feet, -----\$2, 917.20  
For Type G3 curb inlet, -----\$ 150.00  
For storm drain outlet, -----\$ 20.00.

Said prices include the California State Sales Tax.

Said payments will be made as follows:

Upon completion of the work above described, and the acceptance of the same by the City 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 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 it will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees that 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 City 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 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 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 extra-ordinary 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, 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 8-hour Day</u>	<u>Per Hour</u>
Asphalt raker	\$ 6.00	\$0.75
Asphalt spreader	6.00	0.75
Auto mechanic	8.00	1.00
Blacksmith	6.00	0.75
Blademan	6.00	0.75
Bricklayer	12.00	1.50
Bricklayer tender	7.00	0.875
Bulldozer operator	8.00	1.00
Bulldozer operator, over 50 H.P.	10.00	1.25

Carpenter	\$ 9.00	\$1.125
Caulker	6.00	0.75
Cement finisher	10.00	1.25
Clerk	6.00	0.75
Compressor operator	9.00	1.125
Concrete mixerman, 10 cu.ft. and under	7.00	0.875
Concrete mixerman	10.00	1.25
Concrete spreader	6.00	0.75
Concrete tamper	6.00	0.75
Crane operator	12.00	1.50
Driller	7.00	0.875
Drill sharpener	6.00	0.75
Electrician	10.00	1.25
Engineer, hoisting	10.00	1.25
Engineer, asphalt plant	11.00	1.375
Finish machine operator	10.00	1.25
Form setter	9.00	1.125
Jackhammerman	7.00	0.875
Kettleman, asphalt or lead	6.00	0.75
laborer, common	6.00	0.75
Materialman	6.00	0.75
Pipelayer	8.00	1.00
Plumber	11.00	1.375
Powderman	8.00	1.00
Pumpman	6.00	0.75
Reinforcing, preassembled steelworker	10.00	1.25
Road grader operator	10.00	1.25
Roller operator	10.00	1.25
Shovel operator	12.00	1.50
Shovel fireman and watchman	8.00	1.00
Shovel oiler	7.40	0.925
Teamster	5.00	0.625
Tractor operator, with attachments	10.00	1.25
Timekeeper	6.00	0.75
Trenching machine operator	11.00	1.375
Truck Driver, 15,000 lbs. and under	5.60	0.70
Truck Driver, over 15,000 lbs.	6.40	0.80
Watchman	5.00	0.625
Welder	11.00	1.375
Skilled laborer, not above listed	8.00	1.00

Legal holidays, including Sundays and Saturdays where crafts work a five-day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

The contractor shall 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 it to be outside the requirements of this contract, or considers any record or ruling of the City Engineer unfair, it 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 Resolution No. 74025 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

V. R. DENNIS  
an individual doing business under  
the firm name and style of V. R.  
DENNIS CONSTRUCTION COMPANY,  
Contractor

I hereby approve the form of the foregoing contract, this 16th day of May, 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 V. R. DENNIS for construction of Storm Drain in REED AVE.; being Document No.-329334.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy.

#### CITY OF SAN DIEGO

#### A G R E E M E N T

WHEREAS, UNION OIL COMPANY OF CALIFORNIA ARE, (IS) The Owner(s) of 29 B  
Belmont and, Lessee (Lots Block  
Subdivision)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 May, by UNION OIL COMPANY that they will, for and in consideration of the permission granted them to remove 90 ft. feet of curbing on 30' on El Cajon Blvd. adjacent to the above described property, bind themselves 60' " 48th Street

to, and they hereby by these presents agree (s) 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.

C. F. SULLIVAN  
Division Engineer for  
UNION OIL COMPANY of California  
(Owner's Signature)  
Union Oil Building, Los Angeles.  
(Address)

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

On this 16th day of May, A. D. Nineteen Hundred and forty-one, before me, NAOMI KOLLERTZ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. F. 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

NAOMI KOLLERTZ  
Notary Public in and for the County of  
San Diego, State of California  
My Commission Expires Sept. 16, 1944.

(SEAL)

RECORDED MAY 22, 1941 45 min past 3 P.M. in book 1170 at page 490 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.

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 UNION OIL COMPANY of California to City of San Diego; being Document No. 329367.

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, J. H. PETERSON and HELEN S. PETERSON, H. & W. are the owners of Lot 1 Block 233 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 cafe 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. 74194 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a cafe building to within 13 feet of the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said cafe 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 7th day of May, 1941, by J. H. PETERSON that he will, for and in consideration of the permission granted him to erect a cafe building on the above described property to 13 feet from the front property line, bind him to, and does hereby by these presents agree, to move any cafe 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 him to move said cafe building to the line designated; that he will move said cafe 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 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. H. PETERSON  
(Owner's Name)

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

On this 7th day of May A.D. Nineteen Hundred and Forty-one, before me, EARL HAGLUND a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. H. PETERSON 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  
My Commission expires Nov. 6, 1941.

(SEAL)

RECORDED MAY 22, 1941 45 min. past 3 P.M. in book 1170 at page 488 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.  
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 Agreement with Owner J. H. PETERSON, etux, To Move Building When Pacific Highway is Widened; being Document No. 329378.

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, J. H. PETERSON and HELEN S. PETERSON, H. & W., are the owner's of Lot 9 Block 228, 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 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. 74193 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a store building 2 ft. 10 in. 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 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 10th day of May, 1941, by J. H. PETERSON that he will, for and in consideration of the permission granted him to erect a store building on the above described property 2 ft. 10 in. from the front property line, bind him to, and does 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 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 him to move said store building to the line designated; that he will move said store 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 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. H. PETERSON  
(Owner's Name)

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

On this 10th day of May A.D. Nineteen Hundred and Forty-one, before me, EARL HAGLUND a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. H. PETERSON 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)

RECORDED MAY 22, 1941 45 min. past 3 P.M. in book 1170 at page 487 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.  
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 Agreement with Owner J. H. PETERSON etux To Move Building When Pacific Highway is Widened; being Document No. 329379.

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

By Francis T. Patten Deputy.

KNOW ALL MEN BY THESE PRESENTS, That ELECTRIC SUPPLIES DISTRIBUTING COMPANY, a co-partnership composed of Sam. L. Hall, Basil Guthrie and Fred G. Goss, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED SEVEN Dollars (\$107.00), 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 20th day of May, 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 - 16 volt, 75 ampere Westinghouse Rectifier  
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:  
BART A. MURRAY

ELECTRIC SUPPLIES DISTRIBUTING CO., a co-partner-  
By FRED G. GOSS partner ship-Principal,

GREAT AMERICAN INDEMNITY COMPANY  
Surety.

By L. DOSTER  
By E. K. JAMES (SEAL)  
Attorneys-in-Fact

I hereby approve the form of the within Bond, this 20th day of May, 1941.

D. L. AULT  
City Attorney

I hereby approve the foregoing bond this 20th day of May, 1941.

WALTER W. COOPER  
City Manager.

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

On this 20th day of May 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 - E. K. JAMES known to me to 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 expires Jan. 12, 1943.

#### 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 May, 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 ELECTRIC SUPPLIES DISTRIBUTING COMPANY, a co-partnership composed of Sam. L. Hall, Basil Guthrie and Fred G. Goss, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - 16 volt, 75 ampere Westinghouse rectified,  
in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 327881.

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

Four Hundred Twenty-four and 36/100 Dollars (\$424.36).

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 84 days from and after the date of the execution of this contract, and to complete said delivery on or before the .....day of ....., 19.....

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 Hundred Twenty-four and 36/100 Dollars (\$424.36).

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. 74083 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 WALTER W. COOPER  
City Manager.

ATTEST:  
BART A. MURRAY.

ELECTRIC SUPPLIES DISTRIBUTING COMPANY,  
a co-partnership,  
By FRED G. GOSS - Partner.

I hereby approve the form of the foregoing contract, this 20th day of May, 1941.

D. L. AULT  
City Attorney.

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN DIEGO )

On this 19th day of May, 1941, before me, L. DOSTER a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared FRED G. GOSS personally known to me to be the person who 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)

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

My Commission Expires  
Oct. 4, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with ELECTRIC SUPPLIES DISTRIBUTING CO., being Document No. 329444.

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

By Francis T. Patten Deputy.

# CITY OF SAN DIEGO

## AGREEMENT

WHEREAS, MICHAEL RICHARDS IS The Owner(s) of L 22 Horton  
(Lots 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 20th day of May, by MICHAEL RICHARDS, that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on 10th Ave. adjacent to the above described property, bind .....to, and he hereby by these presents agree(s) 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.

MICHAEL RICHARDS 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.

MICHAEL RICHARDS  
(Owner's Signature)  
925 W. B St. -San Diego  
(Address)

STATE OF CALIFORNIA )  
 ) ss  
COUNTY OF SAN DIEGO )

On this 20th day of May, A.D. Nineteen Hundred and Forty-one before me KATHERINE L. MAY, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared MICHAEL RICHARDS 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)

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

RECORDED MAY 22, 1941 45 min. past 3 P.M. in book 1183 at page 214 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.  
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 (Curb Cutting) from MICHAEL RICHARDS to City of San Diego; being Document No. 329448.

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

By Francis T. Patten Deputy.

# CITY OF SAN DIEGO

## AGREEMENT

WHEREAS, FRED A. PETERSEN ARE, (IS) The Owner(s) of G & H 54 New San Diego  
(Lots Block Subdivision)  
100 x 100 Northwest cor. Columbia & E Sts. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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, by FRED A. PETERSEN, that he will, for and in consideration of the permission granted him to remove 2 driveways of 15 feet each on Columbia and 1 of 15 feet on E Street, adjacent to the above described property, bind .....to, and.....hereby by these presents agree(s) 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 .....so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

FRED A. PETERSEN  
(Owner's Signature)  
4412 Cleveland Ave.  
(Address)

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

On this 7th day of May, A.D. Nineteen Hundred and forty-one before me, R.E. SMITH, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared FRED A. PETERSEN 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 MAY 22, 1941 45 min. past 3 P.M. in book 1170 at page 489 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.  
HELEN NASH

Copyist County Recorder's Office, 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 A. PETERSEN to City of San Diego; being Document No. 329449.  
FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy.

CITY OF SAN DIEGO

# A G R E E M E N T

WHEREAS, J. M. MC LEESE ARE, (IS) The Owner(s) of C. & D. 560 Horton's  
(Owner's Name) (Lots 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 19th day of May, by J. M. MC LEESE that I will, for and in consideration of the permission granted .....to remove 60 feet of curbing on First adjacent to the above described property, bind myself to, and do hereby by  
(Street)

these presents agree(s) 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 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. M. MC LEESE  
(Owner's Signature)  
4139 Palmetto Way -San Diego, Calif.  
(Address)

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

On this 22nd day of May, A.D. Nineteen Hundred and forty-one before me, Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. M. MC LEESE 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.  
My Commission Expires Mar. 20, 1943. (SEAL)

RECORDED JUN 19, 1941 50 min. past 3 P.M. in book 1195 at page 175 OF OFFICIAL RE-  
CORDS, 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. 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 Removal Agreement of M. J. MC LEESE on FIRST AVE.; being Document No. 329484.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy.

# LEASE

THIS INDENTURE OF LEASE, made and entered into this 22nd day of May, 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 KELCO COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Delaware, and authorized to do business in 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:

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 498.66 feet southeasterly from Station 185 on said U. S. Bulkhead Line; thence at right angles north 33° 09' 00" east a distance of 400.94 feet to a point; thence south 57° 27' 05" east a distance of 347.62 feet to a point; thence south 33° 09' 00" west a distance of 404.59 feet, more or less, to a point on the said U. S. Bulkhead Line; thence north 56° 51' 00" west along said U.S. Bulkhead Line a distance of 347.60 feet, more or less, to the point or place of beginning, containing 140,000 square feet of tideland area.

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 November, 1941, and terminating on the 31st day of October, 1966, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, one cent (1¢) per square foot per year:

For the next five-year portion of said term, two cents (2¢) per square foot per year.

For the next ten-year portion of said term, four cents (4¢) per square foot per year;

For the remaining and final five-year portion of said term, five cents (5¢) per square foot per year.

In addition to the premises hereby leased there is granted to the lessee for the term of this lease the right and privilege to construct and maintain a wharf or dock extending into San Diego Bay from any point or points within the boundaries of said leased premises, subject to the approval of the War Department of the United States, for use in connection with the business of the lessee to be carried on upon said leased premises. The lessee shall pay for said right or privilege in addition to the rentals hereinabove reserved the sum of twenty-five dollars (\$25.00) per month.

All rentals hereunder shall be computed on a monthly basis and 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 for the purpose of conducting a kelp 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 the event of an assignment of this lease by lessee with the written consent of lessor, then the assignee shall expressly assume the obligations of the lease thereafter accruing and lessee shall have no further liability hereunder.

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 shall be used only and exclusively for the operation and maintenance thereon of a kelp plant for the manufacture and sale of kelp products and by-products, 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.

(2) All 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; and provided, further, that the construction of docks or wharves by the City shall not prevent the use by lessee of the bayside of the demised premises for ingress and egress and loading and unloading of boat cargo, nor prevent lessee from using the premises for the purpose for which they are leased.

(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 dis-

posed 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 the 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. Provided that the same shall not limit the term of this lease, nor change the rental to be paid.

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 Company 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 twenty-five (25) years; provided, further, that if the Company 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. The failure of the Company to give said notice of renewal shall relieve the City from any obligation to make such renewal.

In the event that the lessee shall exercise the option herein provided for, the rentals to be paid for such extended term of twenty-five (25) years shall be agreed upon by The City of San Diego and said Company; provided that if an agreement cannot be reached then the matter shall be determined by submission to a Board of Arbitrators consisting of three members. One Arbitrator shall be selected by the City and one arbitrator by the Company, and the two arbitrators so selected shall select a third. The decision of such board shall be final, and both the City and the Company shall be bound thereby.

If the harvesting of kelp or other conditions peculiar to the business herein described, including the passage of legislation injuriously affecting the same, makes the continued operation of the plant on the demised premises unprofitable or impossible, the lessee may terminate this lease to take effect at the expiration of the fifth year of the term, or at the expiration of any year of the term thereafter by giving to the lessor at least six (6) months' previous notice in writing of intention to terminate, which notice shall state the effective date of the termination.

On or before the effective date of said termination the lessee shall pay the lessor an additional twelve months' rent, provided, however, that if such termination becomes effective on or after the fifteenth year of the term of this lease, then the amount to be paid shall be \$5,000.00 instead of said twelve months' rental. In the event the lessee fails to make such payment, the termination shall not be effective.

In the event of termination of lease by lessee under the foregoing provision, prior to the expiration of the term, the Company may remove all improvements, structures and equipment theretofore placed by it upon the premises, having a reasonable time after the effective date of termination within which to remove 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 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.

KELCO COMPANY, a corporation  
Lessee

By ARNOLD K. FITGER, Pres.

ATTEST:

J. W. MC KENZIE

Secy.

I hereby approve the form of the foregoing Lease this 7th day of May, 1941.

D. L. AULT

City Attorney

By H. B. DANIEL

Assistant City Attorney.

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Tideland Lease with KELCO COMPANY; being Document No. 329550.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy.

## PROJECT AGREEMENT - 1939-41 BIENNIUM

SIXTH 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 fifth 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 March 21, 1941, and by the Department March 25, 1941, providing for the work described herein as Projects 24 to 40 inclusive; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to decrease the amounts programmed for Projects 24, 28, 31 (a), and 36, and increase the funds programmed for Projects 25(b) and 40;

NOW, THEREFORE, it is mutually agreed by and between the City and the Department that said agreement be amended 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)	\$ 5,545.84 115,065.31
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 (primary portion)	17.56		\$ 24,000.00
	Rt. 2 (secondary " )	1.07	General maintenance	100.00
	Rt. 12 (portion)	4.34	July 1, 1939, to	5,340.00
	Rt. 200 (portion)	0.38	June 30, 1941	700.00
	Rt. 2 (portion)	8.00	Paint center curbs	400.00
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	550.00
			Construction	8,250.00
28	El Cajon Ave., Rt. 12 from Euclid Ave. to College Way	1.59	Resurface and seal: Surveys and plans	185.85
			Construction	16,789.16
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	435.00
			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	3,944.35
31	Main St., Rt. 2, from Twenty-sixth St. to Thirty-second St.:		Acquire additional right of way, widen, and pave:	
(a) Work by City			Right of way	2,500.00
(b) Work by Department			(Surveys and plans Construction)	500.00 2,000.00
32	Rt. 77, from Mission Valley Rd. to Broadway	3.50	Surveys and plans	6,500.00
			Right of way	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	1,040.00
			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 1,449.13
36	Contingency projects			4,586.40
37	El Cajon Ave., Rt. 12 from Texas St. to Euclid Ave.	2.75	Repair pavement	1,464.87
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
40	Pacific Highway, Rt. 2 from Rose Canyon Creek bridge to 2000' north, and at Sorrento Creek bridge	0.10	Place riprap	3,813.60
Total				\$334,014.51

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, 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 length 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 and the painting of center curbs, 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 disposed of subsequently. 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 constructing 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 proceedings or in any other proceedings, or action on account of such abandonment, will be paid out of the funds provided in this agreement for the 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, 39, and 40, 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, 39, and 40, 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, 39, and 40, 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 accrued 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
Accrued during 1939-41 biennium	<u>321,590.66</u>

Total \$348,104.00

The amount of \$334,014.51 is programmed to defray the cost of the work described in Article I.

The amount of \$4,586.40 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 amounts provided for each project listed in Article I are estimated amounts, and the actual cost of the projects may differ from estimated amounts. The approved program may be amended by supplemental agreement. Such supplemental agreement shall be valid only when executed by the City and the Department.

\* The Department hereby delegates to the City the expenditure of the funds 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.

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 provided by the City.

(insert)-----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, 40, and the acquisition of right of way for the City as designated in Projects 32, and 33, are fully discharged.

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, 40, 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 expenditures, 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 expenditures 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, 40, 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 16th day of May, 1941, and the Department on the 20th day of May, 1941.

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

CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

Approved as to form  
and procedure:  
C. C. CARLETON  
Chief Attorney

By E. H. MCCOY  
Assistant State Highway  
Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Sixth Supplemental Memorandum of Agreement for expenditure of 1/4 cent gas tax for State Highways; being Document No. 329552.

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

By Francis T. Patton 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 \$1,983,000.00 Sewer System Improvement and Extension 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 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, maturities 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 such issue 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, furnish said bank two specimen bonds and coupons of said issue. 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 signature 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 19th day of May, 1941.

THE BANK OF AMERICA NATIONAL  
TRUST AND SAVINGS ASSOCIATION.

By MARC RYAN  
Vice-President  
By ROGER B. S. BRYAN  
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 27th day of May, 1941.

THE CITY OF SAN DIEGO  
By R. C. LINDSAY  
Treasurer.

The form of the foregoing agreement is hereby approved this 27th day of May, 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 Agreement with Bank of America covering collections on Sewer System Extensions Bonds; being Document No. 329636.

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

By Francis T. Patten Deputy.

#### UNDERTAKING FOR STREET LIGHTING.

##### Kensington Manor 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 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 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 May, 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 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. 73332, adopted by the Council on February 4, 1941, 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.

ATTEST:  
J. A. CANNON  
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. B. HOLLOWAY -Vice Pres.  
Principal

ATTEST:  
E. L. TOLSON  
Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY  
By R. B. HILL -Resident Vice-President  
Surety

(SEAL) I hereby approve the form of the foregoing Undertaking this 28 day of May, 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. - 74222 passed and adopted on the 20th day of May, 1941, require and fix the sum of \$405.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK  
City Clerk of The City of San Diego.

By Francis T. Patton Deputy. (SEAL)

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

On this 28th day of May, 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 R. B. HILL, 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

CONTRACT FOR STREET LIGHTING.  
Kensington Manor Lighting District No. 1

THIS AGREEMENT, made and entered into this 3rd day of June, 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:

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;  
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, between Marlborough Drive and Lane.

Such furnishing of electric current shall be for a period of one year from and including May 1, 1941, to-wit, to and including April 30, 1942.

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 21, 1941, 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 twenty dollars (\$1620.00) 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 "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 with the life of this contract,

either by action of the San Diego Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Six Hundred Twenty Dollars (\$1620.00) 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 Six Hundred Twenty Dollars (\$1620.00).

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 GAS & ELECTRIC COMPANY

By A. B. HOLLOWAY

Vice-Pres.

ATTEST:

J. A. CANNON  
Secretary

(SEAL)

THE CITY OF SAN DIEGO.

By P. J. BENBOUGH

FRED W. SIMPSON

L. F. WEGGENMAN

PAUL J. HARTLEY

ERNEST J. BOUD

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council.

ATTEST:

FRED W. SICK

City Clerk

By AUGUST M. WADSTROM

Deputy

(SEAL)

I hereby approve the form of the foregoing Contract, this 28 day of May, 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 Kensington Manor L. Dist. #1; being Document No. 329637.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fatter Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, MR. F. CHESTER FOX (IS) The Owner(s) of 5 & 6 236 Roseville  
(Owner's Name) (Lots 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 5 day of June, by himself that he will, for and in consideration of the permission granted him to remove 25 feet of curbing on Browning adjacent to the above described property, bind himself to, and does hereby by these (Street)

presents agree(s) 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

F. CHESTER FOX

(Owner's Signature)

3421 Elliott St.

(Address)

STATE OF CALIFORNIA, )

)SS.

COUNTY OF SAN DIEGO )

On this 5th day of June, A. D. Nineteen Hundred and Forty-one, before me, LENA A. TRADER, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. CHESTER FOX known to me to be the person he 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.

LENA A. TRADER

Notary Public in and for the County of  
San Diego, State of California  
My Commission Expires Sept. 20, 1943.

RECORDED JUN 19, 1941 50 min.past 3 P.M. in book 1190 at page 371 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.

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 Gurb Cutting Agreement from F. CHESTER FIX to City of San Diego, being Document No. 329806.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy.

### LEASE

THIS AGREEMENT, made and entered into this 5th day of June, 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 H. O. PARKS, 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 the sand and gravel rights to the following described property:

That portion of Lot 35, Partition of Rancho Mission, in the County of San Diego, State of California, particularly described as follows, to-wit:

Beginning at the most southerly corner of said Lot 35; thence north 46° 14' east (Record: north 46° 30' east) along the southeasterly line of said Lot 35, a distance of 1700 feet to a point; thence north 1° 28' 30" west a distance of 655 feet to a point on a curve whose center bears north 1° 28' 30" west 500 feet from said last described point, THE TRUE POINT OF BEGINNING; thence westerly, northwesterly, northerly, northeasterly, easterly, southeasterly, southerly, southwesterly and westerly along the arc of said curve a distance of 3141.6 feet to the true point of beginning; containing 18 acres of land, more or less.

For a term of One (1) year beginning on the 1st day of June, 1941, and ending on the 31st day of May, 1942, at the following rental: Twenty-six Dollars (\$26.00) per month, payable in advance on the first day of each and every month 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 the purpose of removing sand and gravel therefrom, 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 maintains 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), 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 ten 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 his account.

Tenth. It is understood and agreed that the City may terminate this lease at any time by the tender of One Dollar (\$1.00) to the said lessee herein, together with a proportionate part of any rentals paid in advance by said lessee, said termination to be effective immediately upon said tender; the place of said tender to be 4248 Arden Way, in the City of San Diego, unless the lessee first give the City written notice of any change of address, in which event the new address shall be and become the proper place of tender.

Eleventh. The lessee agrees to remove said sand and gravel without unreasonable interference with the stock grazing and agricultural rights of Pete Ferrari, and further agrees to immediately cease and desist from any activity which in the judgment of the Director of Public Works of The City of San Diego does unreasonably interfere with the stock grazing and agricultural rights of Pete Ferrari after notice thereof.

Twelfth. It is understood and agreed that the lessee hereunder will not permit sand or gravel pits to remain in such a state or condition as to become breeding pools for mosquitoes, or dangerous for children playing in the locality.

Thirteenth. It is understood and agreed that before this lease shall become effective the lessee hereunder shall file with the City Clerk of The City of San Diego the written permission of Pete Ferrari granting the right of ingress and egress for the purpose of re-

moving sand and gravel as hereinabove described.

Fourteenth. It is understood and agreed that the lessee will save the City harmless from any and all damages or claims arising out of any act or conduct on behalf of the lessee with reference to the rights and privileges 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. 74326 of the Council 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 WALTER W. COOPER  
City Manager.

H. O. PARKS  
Lessee.

Riviera Apts.  
13 & A

F1211

I hereby approve the form of the foregoing Lease, this 5 day of June, 1941.

D. L. AULT, City Attorney

By WILLIAM H. MACOMBER  
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with H. O. PARKS; being Document No. 329863.

FRED W. SICK

City Clerk of the City of San Diego, California

By \_\_\_\_\_ Deputy.

KNOW ALL MEN BY THESE PRESENTS, That THE SEAGRAVE CORPORATION, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are 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 6th day of June, 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 - Motor propelled combination 1250 G.P.M.  
pumping engine, water tank and hose car,  
Seagrave Model 12-J-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.

THE SEAGRAVE CORPORATION

By H. B. SPAIN, Pres. (SEAL)  
Principal.

GLOBE INDEMNITY COMPANY  
Surety.

By WILL H. BATES,  
Attorney-in-fact.

ATTEST:

H. BLACK, Secretary

(SEAL)

Countersigned by:

GLOBE INDEMNITY COMPANY

By Carl M. Slininger,  
Attorney-in-Fact.

I hereby approve the form of the within Bond, this 11th day of June, 1941.

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

I hereby approve the foregoing bond this 11th day of JUNE, 1941.

WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA )  
 ) ss.  
County of LOS ANGELES)

On this 9th day of June in the year 1941, before me, L. L. BURR, a Notary Public in and for the County and State aforesaid, personally appeared CARL M. SLININGER 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 a principal, and his own name as Attorney-in-Fact.

L. L. BURR

Notary Public in and for said County and State.  
My Commission Expires Feb. 18, 1945.

(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 June, 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 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 - motor propelled combination 1250 G.P.M. pumping engine, water tank and hose car, (Seagrave Model 12-J-1, triple combination 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.

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 Use Tax in the amount of \$406.13.

Said contractor agrees to complete said delivery on or before the 8th day of November, 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:

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. 74268 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.

THE SEAGRAVE CORPORATION  
By H. B. SPAIN  
President

ATTEST:  
H. BLACK, Secretary

(SEAL)

I hereby approve the form of the foregoing contract, this 11th day of June, 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 THE SEAGRAVE CORP. for One Pumping Engine; being Document No. 329917.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fatten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, STANFORD, E. RAYMOND and NORMA R. RAYMOND ARE, (IS) The Owner(s) of 19  
(Lots

A Teralta  
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 4 day of June, 1941, by .....that..... will, for and in consideration of the permission granted me to remove 35 feet of curbing on El Cajon Boulevard & 35' -33rd Street adjacent to the above described property, bind.....

to, and.....hereby by these presents agree(s) 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.

STANFORD E. RAYMOND & NORMA R. RAYMOND further agree...that this agreement shall be binding on EAGLE OIL & REFINING CO., INC. heirs 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. RAYMOND STANFORD  
(Owner's Signature)  
3258 El Cajon Ave.  
(Address)

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO) SS.

On this 4th day of June, A.D. Nineteen Hundred and forty one, before me, WM. G. DILTS, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. RAYMOND STANFORD 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)

WM. G. DILTS  
Notary Public in and for the County of  
San Diego, State of California  
My Commission expires Jun 10 1944

RECORDED JUN 19, 1941 50 min. past 3 P.M. in book 1190 at page 371 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.  
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 E. RAYMOND STANFORD to City of San Diego; being Document No. - 329928.

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

By Francis T. Patten Deputy.

## CITY OF SAN DIEGO

# A G R E E M E N T

WHEREAS, BERTHA M. CLARK ARE, (IS) The Owner(s) of 13 and 14 of 5 Crittendon's  
Addition and, (Owner's Name) (Lots Block Subdivision)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 1941, by BERTHA M. CLARK that she will, for and in consideration of the permission granted her to remove 20 feet of curbing on 6th Street adjacent to the above described property, bind herself to, and she hereby by these presents agree(s) 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.

BERTHA M. CLARK 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.

BERTHA M. CLARK  
(Owner's Signature)  
3849 - 6th Ave.  
(Address)

STATE OF CALIFORNIA )  
 ) SS.  
COUNTY OF SAN DIEGO )

On this 11 day of June, A. D. Nineteen Hundred and Forty one before me, GLADYS C. BARNES, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared BERTHA M. CLARK 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)

GLADYS C. BARNES  
Notary Public in and for the County of  
San Diego, State of California  
My Commission Expires Nov<sup>14</sup> 1944.

RECORDED JUN 19, 1941 50 min. past 3 P.M. in book 1195 at page 176 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. 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 Curring Agreement from BERTAH M. CLARK to City of San Diego, being Document No.329929.

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

By Francis T. Patten Deputy.

## FORM OF RENEWAL OF GOVERNMENT LEASE - NOD-1420

## LEASE BETWEEN

CITY OF SAN DIEGO, CALIFORNIA

and

THE UNITED STATE OF AMERICA

This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. NOD-1420, dated June 12, 1940 between City of San Diego, California and the United States of America for premises, viz:

Approximately 15,240 square feet of space in the Southeast Wing of the Police Department Headquarters Building, San Diego, California,

Naval Reserve Armory,

Rental \$1,740.00 per annum.

the United States of America this 28th day of May, 1941, elects to renew the said lease for the period of one year from and after June 30, 1941, 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, 1941, and ending June 30, 1942.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA,

By T. L. GATCH

Judge Advocate General of the Navy

By direction of the Secretary of the Navy.

Payment to be made by  
Navy disbursing Officer, Naval  
Supply Depot, San Diego, Copies of all  
public vouchers to be furnished Bureau  
of Navigation.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease on Space at Police Headquarters Bldg., being Document No. 329996.

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 at and in the City of San Diego, State of California, this 1st day of July, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation in said County and State, hereinafter designated as the "City", acting by and through the City Manager of said City, party of the first part, and C. W. TOBEY, of said city, county and state, party of the second part, hereinafter designated as the party of the second part, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a privilege and concession to operate a refreshment stand in that certain building owned by the City located in Balboa Park, at the Municipal Golf Course Clubhouse, in said City: and

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

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

(1) That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the privilege and concession to operate and maintain refreshment stands and business in certain buildings located in Balboa Park, at the Municipal Golf Course, in the City of San Diego, for the sale of refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, and all lawful beverages, approved by the City Manager, and such other articles of merchandise as are commonly or usually sold at refreshment stands in public parks.

This agreement, together with the privileges and concessions herein granted, shall be for a period of three years, beginning July 1, 1941, and expiring June 30, 1944, with option of renewal of same for a further period of two years, beginning on the 1st day of July, 1944 and expiring June 30, 1946.

That the said second party shall and will pay to the City for the use and occupancy of said premises, as rental therefor, as follows: For the first year the sum of One Hundred Dollars (\$100.00) per month. For the second year the City to have the option of charging as rental 10% of the gross receipt from said concessions, or One Hundred and Ten Dollars (\$110.00) per month. For the third year the City shall have the option of charging as rental 10% of the gross receipts from said concessions, or One Hundred Twenty-Five Dollars (\$125.00) per month.

All such rentals payable monthly on or before the 5th day of each and every month, for the previous month's rental, during the entire term of occupancy.

(2) Second party shall furnish and pay for whatever electricity and gas may be consumed therewith.

(3) Second party shall, and does hereby agree to, furnish all equipment necessary for the operation of said concession, other than that which now exists in the above mentioned building, or which may hereafter be voluntarily installed therein by said City. Complete inventory of City owned equipment will be furnished by City, and receipted for by second party at time contract is executed, and will be made a part of this contract. All equipment furnished by the second party shall remain his own property, and may be by him installed and/or removed, providing the same is accomplished without damage to said building or premises.

(4) Second party agrees that the prices for all articles and commodities sold under this concession shall not exceed prevailing prices of similar articles or commodities throughout the city, and that said prices in this respect shall be subject to the approval of the City Manager or his authorized representative.

(5) Second party further agrees to keep said concessioned premises clean at all times, and to conduct the same to the satisfaction of the City Manager, and in accordance with all ordinances and regulations of The City of San Diego. That all garbage and refuse shall be kept in sanitary covered cans, and disposed of in accordance with the requirements of the City.

(6) Second party further agrees that he will not permit any intoxicated persons to

remain upon the concessioned premises, or any disorderly, boisterous or offensive conduct to occur thereon.

(7) Second party further agrees that all merchandise, commodities and supplies required by him at said concession shall be delivered thereto before ten o'clock A.M. daily, and that the days and hours of operation of said concession shall be the same as the days and hours of operation of the Municipal Golf Course, unless otherwise ordered by the City Manager upon occasions of special events.

(8) Second party further agrees that in no event whatsoever shall The City of San Diego, or any of its officers, be responsible or liable for any injury to persons or damage to property <sup>occurring</sup> upon said concessioned premises, and he does hereby covenant and agree at all times to save said City and its officers harmless from any and all claims arising out of such damage or injury; provided, however, that the negligence of the second party is the cause thereof.

(9) Second party further covenants and agrees that he will at all times during the continuance of this agreement carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concessioned premises, and will furnish the City a certificate of the insurance company issuing said policy. Should such insurance <sup>company</sup> at any time become insolvent or for any reason said policy of compensation insurance should be cancelled, a like policy of insurance shall be immediately secured, and a certificate thereof filed as hereinabove provided.

Second party shall file with the City Manager an insurance policy in a company authorized to do business in the State of California, in the amount of \$5000.00 to insure to, and be to the benefit of The City of San Diego for any claims, loss, damage, or liability suffered by said City due in any manner to the occupancy and operation of this concessioned property, or to the privileges herein granted.

(10) This agreement, together with the privilege and concession herein granted, shall be from July 1, 1941 and expiring June 30, 1944; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do. Such cancellation and/or termination shall not, however, be accomplished by the City for the sole purpose of renting the said premises to other persons for a greater rental, during the life of this lease.

Nothing in this paragraph, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in event second party shall be guilty of any breach or default hereunder. In such case the City reserves the right to terminate and cancel this agreement and all rights hereunder immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager thereof, under and pursuant to Section 28 of the Charter of said City, and second party has hereunto affixed his signature, the day and year hereinabove written.

THE CITY OF SAN DIEGO  
First Party  
By WALTER W. COOPER  
City Manager

C. W. TOBEY  
Second Party

I HEREBY APPROVE THE FORM of the foregoing Agreement, this 14th day of June 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with C. W. TOBEY for refreshment stand concession at Municipal Golf Course Clubhouse; being Document No. 330028.

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

By Francis T. Patten Deputy.

(Form OPO-1)

UNITED STATES DEPARTMENT OF AGRICULTURE  
Office of the Secretary  
Washington, D. C.

API - 2125  
MAY 20 1941

NOTICE OF RENEWAL

The City of San Diego,  
San Diego, California.

Gentlemen:

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, 1941, and ending with June 30, 1942, 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.

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.

Very truly yours,  
ARTHUR S. FLETCHER  
For the Secretary of Agriculture.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with U. S. Dept of Agriculture; being Document No. 329525.

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

By Francis T. Patten Deputy.

CIVIL AERONAUTICS ADMINISTRATION  
Sixth Region  
1508 - 4th Street  
Santa Monica, California

June 1, 1941

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 Administration, Department of Commerce, and in accordance with the terms of the lease executed by you on October 31, 1932, bearing United States Government Contract No. C6ca -512 (formerly CAA6- 574), under which the United States is authorized to occupy property in the County of San Diego, State of California, for the maintenance of Air Navigation Facilities, you are hereby notified that it is the desire of the United States to renew the said lease for a period of one year beginning July 1, 1941, and ending June 30, 1942.

This renewal is contingent upon the Congress of the United States making the necessary appropriation to cover such expense during the fiscal year 1942.

CC: GAO  
CAA-Washington  
Procurement  
File

Very truly yours,  
For the Regional Manager,

G. W. HAMMOND  
Chief Clerk

Annual Rental: \$ 1.00

Area: 0.23 acres

Address: Beacon Site 1 on the San Diego-Los Angeles Airway

This airway facility is located in the County and State as shown above.

NOTE: This form is merely notice of the Government's intention to renew the said instrument for the period stated. No other papers will be executed and it is not necessary for you to acknowledge receipt of this notice. However, in the event this property has been sold by you or if you have changed your mailing address from that shown on this notice, or in event the original grantor of the instrument in question is now deceased or incompetent, then this office should be properly advised.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease by CIVIL AERONAUTICS ADMINISTRATION on Site 1, SD-LA Airway -Beacon Site on Pueblo Land; being Document No. 329968.

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

By Francis T. Patten Deputy.

CIVIL AERONAUTICS ADMINISTRATION  
Sixth Region  
1508 - 4th Street  
Santa Monica, California

May 23, 1941.

City of San Diego,  
San Diego, California

Gentlemen: Site 0, SD-LA Airway

By virtue of the powers vested by law in the Civil Aeronautics Administration, Department of Commerce, and in accordance with the terms of the lease executed by you on February 10, 1939, bearing United States Government Contract No. C6ca 508 (formerly CAA6 -400, under which the United States is authorized to occupy property in the County of San Diego, State of California, for the maintenance of Air Navigation Facilities, you are hereby notified that it is the desire of the United States to renew the said lease for a period of one year beginning July 1, 1941, and ending June 30, 1942.

This renewal is contingent upon the Congress of the United States making the necessary appropriation to cover such expense during the fiscal year 1942.

CC: GAO  
CAA-Washington  
Procurement  
File

Very truly yours,  
For the Regional Manager,  
G. W. HAMMOND  
Chief Clerk

Annual Rental: \$534.00

Area: 445 sq. ft. (one room)

Airport Administration Bldg. Lindbergh Fld.

Address: South corner of the second floor/ San Diego, California, SD-LA Airway

This airway facility is located in the County and State as shown above.

NOTE: This form is merely notice of the Government's intention to renew the said instrument for the period stated. No other papers will be executed and it is not necessary for you to acknowledge receipt of this notice. However, in the event this property has been sold by you or if you have changed your mailing address from that shown on this notice, or in event the original grantor of the instrument in question is now deceased or incompetent, then this office should be properly advised.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease on Site 0, SD-LA Airway on Lindbergh Field by CIVIL AERONAUTICS ADMINISTRATION; being Document No. 329969.

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

By Francis T. Patten Deputy.

## FORM OF RENEWAL OF GOVERNMENT LEASE

## LEASE BETWEEN

CITY OF SAN DIEGO, CALIFORNIA  
and  
THE UNITED STATES OF AMERICA

This is to notify the above-named lessor that under the provisions of paragraph 3 of Lease No. N0d-1957, dated April 1, 1941, between The City of San Diego, and the United States of America for premises, viz:

A portion of land more particularly described in original lease N0d-1957, excepting therefrom all public highways and easements of every kind and description and subject to all encumbrances of whatsoever nature,

Marine Rifle Range,  
Annual rental, \$1.00,

the United States of America this 31st day of May, 1941, elects to renew the said lease for the period of one year from and after June 30, 1941, 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, 1941, and ending June 30, 1942.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA

By T. L. GATCH

Payment to be made by Depot Acting Judge Advocate General of the Navy  
Quartermaster, San Francisco By direction of the Secretary of the Navy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease on City Land at MARINE CORPS RIFLE RANGE; being Document No. 329997.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patterson Deputy.

## C O N T R A C T

THIS AGREEMENT, made and entered into this 1st day of July, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", and W. STERNE DAVIS, hereinafter referred to as "Golf Professional," WITNESSETH:

The City hereby grants to the Golf Professional for a three-year period from July 1, 1941 to July 1, 1944, the right, license and privilege to act as and be Golf Professional of the Municipal Golf Course of The City of San Diego, located in Balboa Park, San Diego, California, and to give lessons and instruction in golf on said Municipal Golf Course,

The City hereby grants to the Golf Professional for the said term the right, license and privilege of occupying and using the professional room in the Municipal Golf Clubhouse and the Driving Range, located in Balboa Park, San Diego, California, which shall hereinafter be referred to as the premises, together with golf racks, work bench, shelving and glass case now installed or placed in the premises for the purpose of establishing and operating a golf shop wherein the Golf Professional may sell, clean, store, repair and rent golf merchandise, supplies and equipment; and may sell wearing apparel or any other golf merchandise he may deem advisable in order to operate a complete and first class golf shop.

The Golf Professional accepts the rights, licenses and privileges herein granted and will exercise the same for the life of said rights, licenses and privileges by devoting his time to giving lessons and instruction in golf on said Municipal Golf Course and in establishing and operating said golf shop and driving range.

The Golf Professional will at all times maintain in said golf shop a stock of golf merchandise, supplies and equipment in keeping with the demand and no special line or make of merchandise, supplies or equipment shall be handled exclusively to the detriment of other lines and makes.

It is understood and agreed that the Golf Professional may employ an assistant or assistants in giving lessons and instruction in golf and in operating and establishing said golf shop and driving range.

The Golf Professional may have, during the term hereof, one (1) day each week off from the use and exercise of the rights, licenses and privileges herein granted, provided that at all times his assistant or assistants will be available to give lessons and instructions in golf and to serve the public in the golf shop and on the driving range. The Golf Professional with the written approval of the City Manager, or his approved representative, may be permitted to attend or engage in professional golf matches at any time during the term hereof, provided his assistant or assistants will be available to give lessons and instruction in golf and to serve the public in the golf shop and on the driving range.

The days and hours of operation of the Golf Shop and driving range concession shall be the same as the days and hours of operation of the Municipal Golf Course.

The City will furnish to the Golf Professional all necessary light and power for use in establishing and operating said golf shop and will also furnish adequate heating for the premises whenever needed.

The Golf Professional will not use any portion of the premises for advertising purposes except for said golf shop, driving range or for giving lessons and instruction in golf on said Municipal Course or allow any other person, firm or corporation to use the premises for advertising purposes.

It is understood and agreed between the parties hereto that the Golf Professional may make a reasonable charge for the use and service of the driving range. All money so collected by the Golf Professional shall remain the property of the Golf Professional.

All personal property, except as hereinafter provided, which shall be attached to the premises shall become the property of the City immediately upon becoming affixed to the premises.

The buffing machine affixed to the premises by a previously authorized Golf Professional shall be the property of the Golf Professional named above and may be removed from the premises at any time before the termination of the rights, licenses and privileges granted herein.

The Golf Professional will not assign the rights, licenses or privileges or any part thereof or let or sublet the premises or any part thereof without the written consent of the City. The Golf Professional will make no alterations, additions in or to the premises without the consent of the City Manager and/or Park Director in writing and all additions and alterations made by the Golf Professional will belong to the City.

If during the term of the right, license and privilege hereby granted of occupying and using the premises, the premises shall be destroyed by fire, the elements or any other

cause, or if it shall be so injured that it cannot be repaired with reasonable diligence within six (6) months, then said right, license and privilege shall cease and become null and void from the date of such damage or destruction and the Golf Professional shall immediately surrender the premises to the City.

The Golf Professional, his successors and assigns, shall save harmless and indemnify the City, its successors and assigns, from and against all claims, demands, loss, damage or liability arising or growing out of loss of or damage to property, injury to or death of any person or persons resulting in any manner whatsoever, directly or indirectly, be reason of the use or occupancy of the premises for any purpose whatsoever by reason of the rights, licenses or privileges herein granted. The Golf Professional shall take out a policy of insurance in a corporate insurance company entitled to do business in the State of California, insuring the liability of the Golf Professional provided for in this paragraph to the extent of \$5,000.00 in favor of the City or in favor of the Golf Professional and the City jointly, and said policy shall be delivered to the City by filing the same with the City Clerk, which said policy shall remain in the possession of the City during the life of this contract.

Any fire insurance taken out by the City upon the Municipal Golf Clubhouse shall be for the sole benefit of the City.

For the rights, licenses and privileges herein granted the Golf Professional will pay the City the sum of \$50.00 per month in advance, payable on the 1st day of July, 1941, and on the 1st day of each month thereafter during the term covered by this agreement.

In the event that default shall be made by the Golf Professional in any of the covenants herein agreed to be performed by the Golf Professional, or if the Golf Professional violates any of the ordinances of The City of San Diego, or any of the laws of the State of California in connection with the use and exercise of the rights, licenses and privileges herein granted, or upon proof of intoxication or disorderly conduct on the part of the Golf Professional, the City may at its option after five (5) days written notice to the Golf Professional terminate the rights, licenses and privileges herein granted. The City may exercise said option to terminate said rights, licenses and privileges by notice served upon the Golf Professional in the manner herein provided. All other notices or demands required by law to terminate said rights, licenses and privileges are hereby expressly waived by the Golf Professional. In the event the City terminates the rights, licenses and privileges herein granted it shall be lawful for the City immediately thereafter to remove all persons and property from the premises except as hereinabove provided.

Either party hereto may terminate this agreement by giving to the other party written notice of such termination not less than thirty (30) days prior to the date of such termination. Such cancellation and/or termination shall not, however, be accomplished by the City for the sole purpose of renting the said premises to other persons for a greater rental, during the life of this lease.

In the event the Golf Professional employs any person in the exercise and use of the rights, licenses and privileges herein granted who is not satisfactory to the City, the Golf Professional agrees to dismiss such person from his employ within thirty (30) days from written notice from the City Manager that such person is not satisfactory to the City.

Any notice to be given by the City to the Golf Professional shall be deemed properly served on the Golf Professional if the same is delivered to the Golf Professional or deposited in the Post Office, postage prepaid, addressed to the Golf Professional at San Diego Municipal Golf Course, Balboa Park, San Diego, California.

Any notice to be given by the Golf Professional to the City shall be deemed properly served on the City if the same is delivered to the City Manager of the City or deposited in the Post Office, postage prepaid, addressed to the City Manager at the Civic Center, San Diego, California.

It is understood and agreed that this is not a contract of employment in the sense that the relation of master and servant exists between the City and the Golf Professional, and that all profits made by the Golf Professional in exercising the rights, licenses and privileges herein granted shall be the Golf Professional's exclusively and no part thereof shall belong to the City.

The premises will be kept by the Golf Professional in a clean and sanitary condition at all times and open to inspection by authorized representatives of the City upon demand.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to Section 28 of the Charter of said City, and second party has hereunto affixed his signature, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

W. STERNE DAVIS

Golf Professional

I HEREBY APPROVE the form of the foregoing agreement this 14th day of June, 1941.

D. L. AULT

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with W. STERNE DAVIS for services as "Golf Professional."; being Document No. 330027.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy.

# CITY OF SAN DIEGO

## A G R E E M E N T

WHEREAS, L. B. LEECH (IS) The Owner of 22 Yacht Club Terrace and,  
(Owner's Name) (Lots Block Subdivision)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 February 1941, by L. B. LEECH that I will, for and in consideration of the permission granted to remove 21 feet of curbing on Rosecrans Street adjacent to the above described property, bind myself and my heirs or assigns 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.

L. B. LEECH  
(Owner's Signature)  
1037 University Ave.  
(Address)

STATE OF CALIFORNIA)  
COUNTY OF SAN DIEGO)SS.

On this 7th day of February, A.D. Nineteen Hundred and forty-one before me, LELA I. STILLMAN a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. B. LEECH 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.

LELA I. STILLMAN  
Notary Public in and for the County of  
San Diego, State of California.  
My Commission Expires April 15, 1944.

(SEAL)

RECORDED JUN 20, 1941 25 min. past 3 P.M. in book 1198 at page 165 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.  
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 L. B. LEECH to City of San Diego; being Document No. 330060.

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

By Francis T. Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, MRS. ALGIE HOPFE & MR. & MRS. CHESTER COMUS ARE, (IS) The Owner(s) of 43 - 44 176 University Hts. and, (Lots Block Subdivision)

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

THIS AGREEMENT, signed and executed this 26 day of March, by CHESTER COMUS that he will, for and in consideration of the permission granted him to remove 19 feet of curbing on Florida St. adjacent to the above described property, bind himself to, and he hereby by these presents agree(s) 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.

CHESTER COMUS 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.

CHESTER COMUS  
(Owner's Signature)  
4074 -Florida St.  
(Address)

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

On this 26th day of March, A.D. Nineteen Hundred and 41, before me AUGUST M. WADSTRUM a Deputy City Clerk in and for said County, residing therein, duly commissioned and sworn, personally appeared CHESTER COMUS known to me to be the person....described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

FRED W. SICK  
City Clerk, San Diego, State of California  
By AUGUST M. WADSTROM  
Deputy.

(SEAL)

RECORDED JUN 20, 1941 26 min. past 3 P.M. in book 1174 at page 422 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.  
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 CHESTER COMUS to City of San Diego; being Document No. 330061.

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

By Francis T. Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, CHARLES J. BROWN ARE, (IS) The Owner(s) of Portion of 239 Pueblo Lands  
(Owner's Name) (Lots Block Subdivision)  
110 ft. Midway Dr. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 June, by CHARLES J. BROWN that he will, for and in consideration of the permission granted him to remove 65 feet of curbing on MIDWAY DR. adjacent to the above described property, bind me & .....to, and my..... hereby by these presents agree(s) 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 and 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.

CHARLES J. BROWN  
(Owner's Signature)

.....  
(Address)

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

On this 14th day of June, A. D. Nineteen Hundred and forty-one before me, MARK M. SAUNDERS a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CHARLES J. BROWN known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

MARK M. SAUNDERS  
Notary Public in and for the County of  
San Diego, State of California  
My Commission Expires May 4, 1945.

(SEAL)

RECORDED JUN 20, 1941 27 min. past 3 P.M. in book 1190 at page 402 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.  
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 CHARLES J. BROWN to City of San Diego; being Document No. 330062.  
FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Farrow Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, ARDEN FARMS CO. ARE, (IS) The Owner(s) of B 128 Hortons Addition  
(Lots 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 9th day of June, by ARDEN FARMS CO. that we will, for and in consideration of the permission granted us to remove 15' feet of curbing on 11th St. adjacent to the above described property, bind ourselves to, and we hereby by these presents agree(s) 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.

ARDEN FARMS CO. 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.

ARDEN FARMS CO.  
HERBERT SPONHOLZ  
(Owners Signature)  
.....  
(Address)

STATE OF CALIFORNIA )  
                                  ) SS.  
COUNTY OF SAN DIEGO )

On this 9th day of June, A. D. Nineteen Hundred and forty-one, before me, HELEN C. POLK, 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 he executed the same.

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

HELEN C. POLK  
Notary Public in and for the County of  
San Diego, State of California  
My Commission expires Jan. 28, 1945.

(SEAL)

RECORDED JUN 20, 1941 27 min past 3 P.M. in book 1190 at page 402 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.

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 ARDEN FARMS CO. to City of San Diego; being Document No. 330063.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy.

# CITY OF SAN DIEGO

## A G R E E M E N T

WHEREAS, ARDEN FARMS CO. ARE, (IS) The Owner(s) of E, F 128 Hortons Addition and, (Lots Block Subdivision)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 June, by ARDEN FARMS CO. that we will, for and in consideration of the permission granted us to remove 15' feet of curbing K Street 12'

on 11th Street adjacent to the above described property, bind ourselves to, and we hereby by these presents agree(s) 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.

ARDEN FARMS CO. 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.

ARDEN FARMS CO.  
HERBERT SPONHOLZ  
(Owner's Signature)  
.....  
(Address)

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

On this 9th day of June, A.D. Nineteen Hundred and forty-one, before me, HELEN C. POLK, 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 he executed the same.

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

HELEN C. POLK  
Notary Public in and for the County of  
San Diego, State of California  
My Commission Expires Jan. 28, 1945.

(SEAL)

RECORDED JUN 20, 1941 27 min. past 3 P.M. in book 1206 at page 93 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.

E. 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 ARDEN FARMS CO. TO City of San Diego; being Document No. 330064.

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 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 THOUSAND SIX HUNDRED SIXTEEN Dollars (\$2,616.00), 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 16th day of June, 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 - Model 20-B Bucyrus-Erie 3/4 cu. yd. shovel,  
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.

WAYNE D. CROOK  
As Executor of Will of E.I. Crook, deceased

ATTEST:  
HARRY B. NORRIS

WAYNE D. CROOK Principal.  
Co-partners doing business  
under the firm name and style  
of CROOK COMPANY

HARTFORD ACCIDENT AND INDEMNITY COMPANY  
Surety

By CHARLES H. CUTLER  
Attorney-in-Fact (SEAL)

ATTEST:  
H.B. PARKHURST

I hereby approve the form of the within Bond, this 17th day of June, 1941.

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

I hereby approve the foregoing bond this 17th day of June 1941.

WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA )  
 ) ss.  
County of Los Angeles, )

On this 16th day of June, in the year 1941, before me, IDA FUHRMEISTER, A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CHARLES H. CUTLER, 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  
My Commission Expires April 26, 1942.

(SEAL)

A F F I D A V I T

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

WAYNE D. CROOK, being first duly sworn on oath deposes and says;  
THAT there has been no change in the Court Order in the Matter of Estate of Emery I. Crook, also known as E. I. Crook, deceased, Case No. 192779 - Order to Continue Business, filed with L. E. Lampton, County Clerk of the City of Los Angeles, on date of March 11, 1940, which was attached to Document No. 326875 filed with the City Clerk of the City of San Diego on February 20, 1941.

WAYNE D. CROOK  
Subscribed and sworn to before me  
this 12th day of June, 1941,  
HARRY B. NORRIS  
Notary Public in and for the State of  
California, County of Los Angeles.  
My Commission Expires Dec. 30, 1942  
(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 17th day of June, 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 - Model 20-B Bucyrus -Erie 3/4 cu. yd. shovel, with Wisconsin Motor 4-1/4" bore x 5" stroke with electric starter, generator and battery, Purulator oil filter, oil bath air cleaner, 18'0" boom, 14'6" handle, 20" wide treads, 10' 11-1/2" overall tread length, 8' 3-1/2" overall width of tract belts, with independent power boom hoist, in accordance with the specifications therefor 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:

Ten Thousand Four Hundred Sixty-two and 54/100 Dollars (\$10,462.54).

Said price includes 2% cash discount, plus the California State Sales Tax in the amount of \$304.73.

Said contractor agrees to complete said delivery on or before the 30th day of June, 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:

Ten Thousand Four Hundred Sixty-two and 54/100 Dollars (\$10,462.54),  
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 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. 74376 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 WALTER W. COOPER  
City Manager

WAYNE D. CROOK  
As Executor of Will of E. I. Crook, deceased.

HARRY B. NORRIS.

WAYNE D. CROOK -Contractor.  
Co-partners, doing business  
under the firm name and style  
of CROOK COMPANY.

I hereby approve the form of the foregoing contract, this 17th day of June, 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 CO. for One Gasoline Powered Shovel; being Document No. 330080.

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

By Francis T. Patton Deputy.

#### CONTRACT FOR INDUSTRY TRACK.

AGREEMENT, Made this 27th day of February 1941 between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas Corporation, hereinafter called the "Railway Company", party of the first part, and CITY OF SAN DIEGO, a municipality, hereinafter (whether one or more persons or corporations) called the "Industry", party of the second part.

RECITALS:- The Industry has requested the Railway Company to construct, operate and maintain a track or track extension, as the case may be, about 865 feet in length, hereinafter in its entirety referred to as "The Track," at or near the station of San Diego, California to serve a sewage disposal plant (hereinafter called the "Plant"), to be operated by the Industry. That portion of The Track, about 205.4 feet in length, which shall belong to the Railway Company, is shown by red coloring, and that portion of The Track, if any, which shall belong to the Industry, is shown by yellow coloring upon the print hereto attached, marked "Exhibit A" and made a part hereof, and said red and yellow colored portions are hereinafter for convenience separately referred to as "Red Track" and "Yellow Track", respectively.

AGREEMENT:

#### ARTICLE I.

In consideration of the covenants of the Railway Company, the Industry agrees as follows:

1. That it will and hereby does grant to the Railway Company for the term of this agreement, free of cost, a right of way, eight and one-half (8-1/2) feet on each side of the center line thereof, for all that portion, if any, of The Track located on property belonging to the Industry, with the right to construct, maintain and operate The Track thereon, and where any part of The Track will lie on a public street or alley, or upon property belonging to third persons or corporations, that it will secure to the Railway Company by ordinance or grant, as the case may be, in form satisfactory to the Railway Company's counsel, and without cost to the Railway Company, the right to construct, maintain and operate The Track thereon, together with the right to remove the same; in the case of a grant, the right of way shall be eight and one-half (8-1/2) feet on each side of the center line of The Track.

2. That it will pay to the Railway Company, in advance, the estimated cost of that portion of The Track beyond the clearance point, and will do the necessary grading and construct culvert at its own expense, the cost so to be paid by the Industry being hereby estimated at Two thousand Four hundred Ninety-Nine and 19/100 Dollars, (\$2,499.19). If the actual cost shall be more or less than such estimated cost, the difference shall be promptly paid by the Industry or repaid by the Railway Company, as the case may be.

3. That it will pay to the Railway Company, from time to time, within twenty (20) days after bills are rendered therefor, the entire cost (or an equitable share thereof in case other industries shall be served by The Track or a part thereof, or in case the Railway Company shall make any other use of The Track in the exercise of the right given it in Article III, Section I) of maintaining and renewing that portion of The Track beyond the clearance point, the Railway Company to be the judge of the necessity for and character of maintenance required on The Track. It is understood that the expense of maintaining and renewing The Track shall include any expense to which the Railway Company may be put in the way of paving, sewers, crossing protection or other work, because of the existence of The Track.

4. That it will operate the Plant during the term hereof.

5. That in recognition of the fact that the movement of railroad locomotives involves some risk of fire, the Industry hereby assumes all responsibility for and agrees to indemnify the Railway Company against loss or damage to property of the Industry, or to property upon its premises, arising from fire caused by locomotives operated by the Railway Company on The Track or in its vicinity for the purpose of serving the Industry, except

~~-5--That-in-recognition-of-the-fact-that-the-movement-of-railroad-locomotives-in-~~  
~~volves-some-risk-of-fire,-the-Industry-hereby-assumes-all-responsibility-for-and-agrees-to~~  
~~indemnify-the-Railway-Company-against-loss-or-damage-to-property-of-the-Industry,-or-to~~  
~~property-upon-its-premises,~~  
 to the premises of the Railway Company and to rolling stock belonging to the Railway Company  
 and to shipments in the course of transportation.

The Industry also agrees to indemnify and hold harmless the Railway Company for  
 loss, damage or injury from any act or omission of the Industry, its employees or agents, to  
 the person or property of the parties hereto and their employees, while on or about The  
 Track; and if any claim or liability other than from fire shall arise from the joint or con-  
 curring negligence of both parties hereto, it shall be borne by them equally.

6. That it will at all times keep a space of six (6) feet from the nearest rail  
 of any railroad track entirely clear of structures, material and obstructions of every sort  
 and will observe an overhead clearance of not less than twenty-five (25) feet above the top  
 of rail; but, nevertheless, the Industry may erect loading platforms which shall not be  
 higher than three (3) feet and six (6) inches above the top of the rails and which at no  
 point shall be nearer than four (4) feet to the nearest rail of such track; provided, how-  
 ever, if by statute or order of competent public authority different clearances shall be re-  
 quired than those provided for in this Section 6, then the Industry shall strictly comply  
 with such statute or order. In case of a breach of these obligations, or any of them, the  
 Industry assumes and agrees to indemnify the Railway Company against all liability for loss,  
 damage, injury and death arising therefrom and to reimburse the Railway Company for any sums  
 which the Railway Company may have been required to pay in the way of damages, fines, penal-  
 ties or other expenses resulting from the violation by the Industry of any statute or order  
 as aforesaid.

#### ARTICLE II.

In consideration of the covenants of the Industry, and the faithful performance  
 thereof, the Railway Company, subject to the provisions of Sections 2 and 3 of Article I  
 hereof, agrees to construct and maintain The Track during the term of this agreement, unless  
 its obligations so to maintain it may be sooner terminated as herein provided, and to trans-  
 fer cars, loaded or empty, thereover to and from the Plant subject to any lawful charges  
 that may be imposed by the Railway Company for such transfer.

#### ARTICLE III.

The parties mutually agree as follows:

1. The title to the Red Track and to all property furnished in the maintenance  
 thereof shall be in the Railway Company. The title to the Yellow Track and to all property  
 furnished in the maintenance thereof shall be in the Industry. The Railway Company shall  
 have the right to use The Track for other than the express purpose of serving the Plant.

2. If the Industry shall fail for a period of Ten (10) months in any period of  
 twelve months to operate the Plant, or shall fail or refuse to comply with or carry out any  
 of the covenants or agreements herein contained, the Railway Company may, at its option, ex-  
 pressed in writing, terminate this agreement; but no termination shall release the Industry  
 from any liability or obligation under this agreement, whether of indemnity or otherwise,  
 resulting from any acts, omissions or events happening prior to the date of termination.

3. Unless earlier terminated as herein provided, this agreement shall be in force  
 for the term of FOUR YEARS AND SIX MONTHS from its date and thereafter until terminated by  
 either party giving to the other six months' written notice of its desire to terminate the  
 same. Upon such or any other termination, the Railway Company shall pay to the Industry the  
 salvage value, at the time, of the materials in such portion of the Red Track as shall have  
 been paid for by the Industry under the provisions of this agreement and the Railway Company  
 shall have the right to remove the Red Track and every part thereof. This agreement shall  
 also terminate forthwith in the event the Railway Company shall be dispossessed of the right  
 to operate over any privately owned track of which The Track or any part thereof is an ex-  
 tension.

4. Any notice to be given by the Railway Company to the Industry hereunder shall  
 be deemed to be properly served if the same be delivered to the Industry, or if left at the  
 Plant with any of the agents, servants or employees of the Industry, or if posted on the Plant,  
 or if deposited in the postoffice, postpaid, addressed to the Industry at San Diego, Califor-  
 nia.

5. In the event that the Industry embraces two or more persons or corporations, all  
 the covenants and agreements of the Industry herein shall be the joint and several covenants  
 and agreements of such persons or corporations.

6. All the covenants and provisions of this agreement shall be binding upon the  
 successors, legal representatives and assigns of the Industry to the same extent and effect  
 as the same are binding upon the Industry, and each and every covenant herein shall inure  
 in favor of and run to the successors and assigns of the Railway Company and to each and  
 every person, firm or corporation which may hereafter own or be in possession of or operate  
 the railroad of the Railway Company to the same extent and as fully as though such person,  
 firm or corporation were specifically named in this agreement in the place and stead of the  
 Railway Company; provided, however, no assignment hereof by the Industry, its successors,  
 legal representatives or assigns, or any subsequent assignee, shall be binding upon the  
 Railway Company without the written consent of the President or a Vice-President of the  
 Railway Company in each instance.

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate the day  
 and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By M. O. ETTER  
 Its Vice President

CITY OF SAN DIEGO  
 By: WALTER W. COOPER (SEAL)  
 City Manager

ATTEST:

FRED W. SICK  
 City Clerk  
 By A.M. WADSTROM  
 Deputy

Approved as to form:  
 D. L. AULT  
 City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
 Contract with SANTA FE for Constr. of Industry Track for Sewage Disposal Treatment Plant;  
 being Document No. 330118.

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

By Francis T. Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, JOSEPH L. GREEN ARE, (IS) The Owner(s) of B & C 79 Hortons  
(Lots 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 10th day of June, 1941, by JOSEPH L. GREEN that he will, for and in consideration of the permission granted agree to remove 30 feet of curbing on 13th Street adjacent to the above described property, bind G & Market .....to, and he hereby by these presents agree(s) 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.

JOSEPH L. GREEN 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.

JOSEPH L. GREEN  
(Owner's Signature)  
639 - 13th St.  
(Address)

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

On this 17th day of June, A. D. Nineteen Hundred and Forty one before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JOSEPH L. GREEN 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 City of 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 JUN 20 1941 27 min. past 3 P.M. in book 1195 at page 192 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.  
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 JOSEPH L. GREEN to City of San Diego; being Document No. 330120.

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

By Francis T. Patten Deputy.

REVOCABLE PERMIT

WHEREAS, the City of San Diego, California, desires to undertake the construction of a roadway by widening Lytton Street on the southerly side from the intersection of Lytton Street and Barnett Avenue to an area 10 feet to the west of the intersection of Lytton Street and Rosecrans Street in said city; and

WHEREAS, the proposed construction would necessitate the use of an area on the northerly side of the United States Naval Training Station; and

WHEREAS, the City of San Diego has submitted application for permit to use a portion of the said naval reservation; and

WHEREAS, the granting of said permission to undertake the proposed improvements under the conditions hereinafter enumerated will in no way interfere with the activities of the United States Naval Training Station, will improve the public safety in the vicinity, and is deemed to be of benefit to the parties hereto:

NOW, THEREFORE, in consideration of the foregoing, the United States of America, represented by the Secretary of the Navy, hereinafter referred to as the Permitter, hereby grants to the City of San Diego, California, hereinafter referred to as the Permittee, in connection with its contemplated project for the improvement of Lytton Street in the City of San Diego, permission to go on the premises of the United States Naval Training Station, San Diego, California, for the purpose of relocating the existing curb, grade and improve that portion of the said United States Naval Training Station, described as follows:

Beginning at a copper tack in concrete set at the intersection of the Southerly line of Barnett Avenue and the Southwesterly line of Lytton Street as delineated on the map of Pendleton Addition according to Map No. 1798, Records of San Diego County; thence, along said Southwesterly line, N. 54° 17' 20" W., 1103.50 feet; thence, from a tangent which bears N. 76° 33' 50" W., along a curve to the left with a radius of 33.50 feet through an angle of 67° 43' 30" a distance of 39.60 feet to the Southeasterly line of Rosecrans Street; thence, along said Southeasterly line, S. 35° 42' 40" W., 15.68 feet; thence, from a tangent which bears N. 35° 42' 40" E., along a curve to the right with a radius of 37 feet, through an angle of 89° 30' 35" a distance of 57.80 feet; thence, S. 54° 46' 45" E., 1087.67 feet; thence, N. 35° 13' 15" E., 0.37 feet to the point of beginning, containing 5950 square feet,

as shown on a photostat bearing the legend "Map Showing Channelization on Lytton St. & Barnett Ave." marked Exhibit "A", hereto attached and made a part hereof.

THIS PERMIT is granted subject to the following provisions and conditions:

1. This permit shall be indeterminate and revocable at any time at the option and discretion of the Secretary of the Navy.

2. The Permittee, at its sole expense, will maintain the area covered by this permit in a proper condition to the satisfaction of the Permitter or its duly authorized repre-

sentative, and in the event the privilege herein granted is terminated for any reason, the Permittee agrees to return the land in question in a condition satisfactory to the Permitter.

3. No structure or other improvements will be placed on the tract covered by this permit and no work of any kind will be undertaken without prior approval of the Permitter.

4. The Permitter shall not under or by reason of this permit or by reason of anything contained herein incur any expense or liability whatsoever and the said Permittee will hold and save the Permitter harmless from and against any and all claims of any nature or kind that may arise from anything connected with or growing out of this permit not attributable to any act of the United States, its officers or agents,

5. The Permittee is not to be considered as acquiring hereunder any permanent interest whatever in the land of the United States.

6. This permit is restricted and shall not be assigned or succeeded to in any manner, except by operation of law, without 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.

7. No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any pecuniary benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the permit to be for the general benefit of such corporation or company.

8. In all matters in connection with this permit requiring the approval or the action of the Secretary of the Navy, the Commandant, Eleventh Naval District, San Diego, California, is hereby designated and empowered to act as his local representative.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 28th day of May, 1941.

UNITED STATES OF AMERICA  
By JAMES FORRESTAL  
Secretary of the Navy  
(SEAL)

THIS PERMIT is also executed by the City Manager of the City of San Diego, California, in acknowledgment of the acceptance of the terms and conditions herein set forth.

CITY OF SAN DIEGO, CALIFORNIA  
By WALTER W. COOPER  
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from UNITED STATES OF AMERICA for widening Lytton St.; being Document No. 330147.

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

By Francis T. Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, C. M. GIFFORD & SONS ARE, (IS) The Owner(s) of D, E, F, G, H, & I 152  
(Lots Block

Hortons and,  
Subdivision)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 June, by C. M. GIFFORD & SONS that they will, for and in consideration of the permission granted them to remove 3 x 16' feet of curbing on 14th Street adjacent to the above described property, bind themselves to, and do hereby by these presents agree(s) 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.

C. M. GIFFORD & SONS 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.

C. M. GIFFORD & SONS  
by O. D. GIFFORD  
(Owner's Signature)  
1304 Imperial Ave.  
(Address)

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

On this 18th day of June, A.D. Nineteen Hundred and Forty-one, before me, ETHEL JELINEK, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. D. GIFFORD known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

ETHEL JELINEK  
Notary Public in and for the County of  
San Diego, State of California.  
My Commission Expires June 10, 1945.  
(SEAL)

RECORDED JUN 20, 1941 27 min. past 3 P.M. in book 1202 at page 82 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.  
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 C. M. GIFFORD to City of San Diego; being Document No. 330169.

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

By Francis T. Patten Deputy.

CITY OF SAN DIEGO

AGREEMENT

WHEREAS, J. M. ASHER ARE, (IS) The Owner(s) of "S" 184 Mission Beach  
(Lots 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 17th day of June, by J. M. ASHER that he will, for and in consideration of the permission granted him to remove 11 feet of curbing on Mission Boulevard adjacent to the above described property, binds him to, and does hereby by these presents agree (s) 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.

J. M. ASHER 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,

J. M. ASHER  
(Owner's Signature)  
3756 Bayside Walk, M. B.  
(Address)

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

On this 17th day of June, A. D. Nineteen Hundred and forty-one, before me, RALPH S. ROBERTS, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. M. ASHER 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.

RALPH S. ROBERTS  
Notary Public in and for the County of  
San Diego, State of California. (SEAL)  
My Commission Expires Sept. 27, 1944.

RECORDED JUN 20 1941 27 min. past 3 P.M. in book 1202 at page 85 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.  
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 J. M. ASHER to City of San Diego; being Document No. 330170.

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

By Francis T. Patton Deputy.

LEASE

Between

THE CITY OF SAN DIEGO  
and  
THE UNITED STATES OF AMERICA.

All public bills for payment under this contract should include a reference to No. Nod-1977

1. THIS LEASE, made and entered into this 28 day of May, in the year one thousand nine hundred and forty-one 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, and the UNITED STATES OF AMERICA, 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:

A portion of that certain building known as the Old City Jail, located on Second Avenue, between F and G Streets, in The City of San Diego, and being designated as No. 726 Second Avenue. The portion of said building hereby leased is that portion shown outlined in red upon the blue print attached hereto and made a part of this lease.

To be used exclusively for the following purposes:

As a central venereal prophylactic station for the Navy, including the Marine Corps, and also the Army personnel.

3. TO HAVE AND TO HOLD the said premises, with their appurtenances, for the term beginning on the 30th day of June, 1941, and ending with the 30th day of June, 1942.

4. The Government shall not assign this lease in any event, nor sublet the demised premises, and will not permit the use of said premises by anyone 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) 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, 1946.

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: Nothing.

7. The Government shall pay the Lessor for the premises rent at the following rate: One Dollar (\$1.00) per year. Payment shall be made at the end of each 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 about 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 thirty (30) days before the termination of the lease.

9. The Lessor shall not be required to make any improvements or repairs of any character whatsoever upon the leased premises; it being understood and agreed that the Government takes the leased premises in their present condition, and that such repairs thereto or improvements thereon as may from time to time be necessary to keep the same in good repair and tenantable condition shall be done at the expense of the Government. Provided, however, the Government shall not be required to repair or restore property damaged or destroyed by Acts of God or other unavoidable casualty.

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.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

THE UNITED STATES OF AMERICA  
By W. B. WOODSON  
Judge Advocate General of the Navy  
By Direction of the Secretary of the Navy  
(Official Title).

I hereby approve the form of the foregoing Lease, this 7th day of April, 1941.  
D. L. AULT  
City Attorney  
By H. B. DANIEL  
Assistant City Attorney.

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

On this 11th day of April, A. D. 1941, before me, FRED W. SICK, a Notary Public in and for the County of San Diego, State of California, personally appeared WALTER W. COOPER, personally known to me to be the City Manager of The City of San Diego, and known to me to be the person who executed the foregoing instrument for and on behalf of The City of San Diego, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal in the County of San Diego, State of California, the day and year first hereinabove written.

FRED W. SICK  
Notary Public in and for the County  
of San Diego, State of California.  
My Commission Expires May 22, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with UNITED STATES OF AMERICA for portion of Old City Jail Building; being Document No. 330210.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy.

PROJECT AGREEMENT - 1939-41 BIENNIUM

SEVENTH 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 sixth 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 May 16, 1941, and by the Department May 20, 1941, providing for the work described herein as projects 24 to 40 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 (b) and 29; decrease the funds programmed for projects 26 (b), 27, 30, 34, and 36; and provide funds for the work hereinafter described as project 41;

NOW, THEREFORE, it is mutually agreed by and between the City and the Department that said agreement be amended 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 (addi- tional amount)	\$ 5,545.84 115,065.31

Project	Location	Miles	Description	Amount
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 (Primary)	17.56	General maintenance, July 1, 1939, to June 30, 1941	\$ 27,586.40
	Rt. 2 (Secondary)	1.07		97.41
	Rt.12 (portion)	4.34		6,340.00
	Rt.200(portion)	0.38		700.00
	Rt. 2 (portion)	8.00	Paint center curbs	400.00
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)	566.65
			(Construction)	13,000.00
27	Rose Canyon Road, Rt. 2, at Miramar Road		Construct traffic islands:	
			Surveys and plans	509.98
			Construction	8,250.00
28	El Cajon Ave., Rt. 12, from Euclid Ave. to College Way	1.59	Resurface and seal:	
			Surveys and plans	185.85
			Construction	16,789.16
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	448.32
			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	0.00
			Construction	3,944.35
31	Main St., Rt. 2, from Twenty-sixth St. to Thirty-second St.:		Acquire additional right of way, widen and pave:	
(a)	Work by City		Right of way	2,500.00
(b)	Work by Department		(Surveys and plans)	500.00
			(Construction)	2,000.00
32	Rt. 77, from Mission Valley Road to Broadway	3.50	Surveys and plans	6,500.00
			Right of way	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	1,028.10
			Construction	25,000.00
35	Pacific Highway, Rt.2 at Station 154+50 in Rose Canyon		Place culvert:	
			Surveys and plans	100.00
			Construction	1,449.13
36	Contingency projects			0.00
37	El Cajon Ave., Rt.12, from Texas St. to Euclid Ave.	2.75	Repair pavement	1,464.87
38	Broadway, Rt. 200, from Pacific Highway to Twelfth St.	1.00	Resurface pavement:	
			Surveys and plans	200.00
			Construction	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
40	Pacific Highway, Rt. 2, from Rose Canyon Creek bridge to 2000' north, and at Sorrento Creek bridge	0.10	Place riprap	3,813.60
41	Pacific Highway, Rt. 2 at Enterprise St.		Install storm drain	3,000.00
			Total	\$ 336,884.97

The State highway routes to be maintained by the City under project 25(a) are described as follows:

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 length of the above routes.

The State highway routes to be maintained by the Department under project 25(b) are described as follows:

Route 2 (Primary). Pacific Highway, from Market Street to north city limits at Sorrento Creek; a length of approximately 17.56 miles for this portion.

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 and the painting of center curbs, 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 surveys and plans designated in projects 24, 26(b), 27, 28, 29, 30, 31 (b), 32, 34, 35, and 38.

#### 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 negotiation 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 disposed of subsequently. 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 proceedings or in any other proceedings or action on account of such abandonment, will be paid out of the funds provided in this agreement for the 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, 39, 40, and 41, 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, 39, 40, and 41, 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, 39, 40, and 41, 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 accrued under the provisions of Section 203 of the Streets and Highways Code, are available as follows:

Unexpended under project 12	\$	2,220.07
" " " 16		153.40
" " " 18		5,539.22
" " " 21		579.13
" " " 23		449.26
Accrued and unprogrammed to June 30, 1939		17,572.26
Accrued during the 1939-41 biennium		321,590.66
Total		\$348,104.00

The amount of \$336,884.97 is programmed to defray the cost of the work described in Article I.

The amounts provided for the projects listed in Article I are estimated amounts, and the actual cost of the 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 therein, will be provided 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, 40, and 41, and the acquisition of right of way for the City as designated in projects 32 and 33, are fully discharged.

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, 40, 41 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 the State highway routes 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, 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 the State highway routes 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, 40, 41, 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 11th day of June, 1941, and the Department on the 17th day of June, 1941.

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

CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAY

Approved as to form  
and procedure:  
C. C. CARLETON  
Chief Attorney

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 Seventh Supplemental Memorandum of Agreement for Expenditure of 1/4 cent Gas Tax for State Highways; being Document No. 330184.

FRED W. SICK

City Clerk of the City of San Diego, California.

PROJECT AGREEMENT - 1941 FISCAL YEAR By *Francis T. Patten* Deputy.

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 fiscal year ending June 30, 1941, and allocated under the provisions of Section 194 and Section 195 of the Streets and Highways Code upon streets of major importance, was executed by the City August 6, 1940, and by the Department August 15, 1940, providing for the work described herein as projects 5(a), 5(b), 7, and 8; 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 7 and 8;

NOW, THEREFORE, it is mutually agreed by and between the City and the Department that said agreement be amended as follows:

ARTICLE I. PROJECTS.

The projects and estimated expenditures therefor as listed hereinafter constitute the budget heretofore submitted by the City which has been, and is hereby, approved by the Department:

Project	Location	Miles	Description	Amount
5	Washington Ave., Extension, from Fourth St. to Lincoln Ave.:	0.85	Acquire right of way, grade, pave, 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 Blvd., from West Point Loma Blvd. to Pacific Beach Dr.	2.63	Grade and pave: Surveys and plans (Additional amount)	500.00
			Construction	147,245.52
8	Harbor Dr., from Twenty-sixth St. to south city limits at Division St.	1.50	Acquire right of way	12,300.00
Total				\$ 286,045.52

ARTICLE II. SURVEYS AND PLANS

The Department will make the surveys and plans designated in projects 5(a) and 7.

ARTICLE III. RIGHT OF WAY

The right of way designated in projects 5(b) and 8 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 projects 5(a) and 7, 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 5 (a) and 7 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 5(a) and 7 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 accrued under the provisions of Section 194 of the Streets and Highways Code, are available as follows:

Unexpended under project 4 (b)	\$ 535.53
Accrued and unbudgeted to June 30, 1940	140,135.52
Accrued during the fiscal year ending June 30, 1941	<u>175,155.14</u>
Total	\$315,826.19

The amount of \$286,045.52 is budgeted to defray the cost of the work described in Article I.

The amounts provided for the projects listed in Article I are estimated amounts. In the event that the actual cost of the projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

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.

The Department will pay the cost of the work described in projects 5 (a) and 7 from the funds provided herein.

The amounts provided herein for the projects listed in Article I must not be exceeded, and no moneys shall be expended 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.

All funds allocated under the provisions of Section 194 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

#### ARTICLE VI. FINAL REPORTS.

The City will submit such reports as required by law in such detail as required by the Department. The reports shall show in full all expenditures from all other 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 11th day of June, 1941, and the Department on the 17th day of June, 1941.

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 WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

By G. H. McCOY  
Assistant State Highway  
Engineer.

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 for Streets of Major Importance; being Document No. 330185;

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

By Francis T. Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That ELECTRICAL FACILITIES, INC., 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 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 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 19th day of June, 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 - 16 volt, 100 ampere Rexselen cathodic corrosion -eliminators equipped with Selenium Rectifier;
- 1 - 8 volt, 100 ampere ditto; and
- 1 -16 volt, 75 " "

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:

HAROLD KNAPP  
Secr-Treas.  
(SEAL)

ELECTRICAL FACILITIES INC.  
S. M. GARDNER  
Pres. Principal (SEAL)

FIDELITY AND DEPOSIT COMPANY  
OF MARYLAND  
Surety

By PAUL HUTTON  
Attorney in Fact  
D. L. AULT  
City Attorney  
By H. B. DANIEL  
Asst. City Attorney  
WALTER W. COOPER  
City Manager.

I hereby approve the form of the within Bond, this 23d day of June, 1941.

I hereby approve the foregoing bond this 23d day of June 1941.

STATE OF CALIFORNIA )  
 )ss.  
County of Alameda )

On this 19th day of June, A. D., 1941, before me HILDA TRYTHALL, a Notary Public in and for the County of Alameda, residing therein, duly commissioned and sworn, personally appeared PAUL HUTTON Attorney-in-Fact and Agent of the Fidelity and Deposit Company of Maryland, a corporation, 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, and also known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact and Agent of said corporation, and he acknowledged to me that he subscribed the name of said Fidelity and Deposit Company of Maryland thereto as Principal and his own name as Attorney-in-Fact and Agent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Oakland and County of Alameda the day and year first above written.

(SEAL)

HILDA TRYTHALL  
Notary Public in and for the City of  
Oakland, County of Alameda, State of  
California.  
My Commission Expires October 8, 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 23d day of June, 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 ELECTRICAL FACILITIES 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:

- 4 - 16 volt, 100 ampere Rexselen cathodic corrosion eliminators equipped with Selenium Rectifiers;
- 1 - 8 volt, 100 ampere ditto; and
- 1 - 16 volt, 75 ampere "

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 329383.

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

4 - 16V, 100 Amp. Rexselen cathodic corrosion-eliminators equipped with Selenium Rectifiers,	\$3,424.00
1 - 8V, 100 Amp. ditto	504.00
1 - 16V, 75 Amp. "	613.00
	\$4,541.00
Less 12%	544.92
	\$3,996.08

Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 1st day of October, 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 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 Nine Hundred Ninety-six and 08/100 Dollars (\$3996.08), 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. 74378 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, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

(SEAL)

ELECTRICAL FACILITIES INC.  
S. M. GARDNER Pres.  
Contractor.

ATTEST:  
HAROLD KNAPP  
Secr.-Treas.

I hereby approve the form of the foregoing contract, this 23d day of June, 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 Electric Facilities Inc. for 6 Rectifiers; being Document No. 330262.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Fallon Deputy.

#### UNDERTAKING FOR STREET LIGHTING.

##### College Park 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, in the sum of SIXTY EIGHT DOLLARS (\$68.00) 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 23rd day of June, 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 COLLEGE AVENUE, between the southwesterly prolongation of the northwesterly line of Mesita Drive and the easterly prolongation of the northerly line of Lot 1, Block 1, College Park Unit No. 1; MISSION VALLEY ROAD, between College Avenue and the southerly prolongation of the westerly line of Lot 21, Partition of Rancho Mission of San Diego; CAMPANILE DRIVE, between the north line of Mission Valley Road and a line parallel to and distant 120 feet northerly therefrom; and CRESTTA DRIVE, 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 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. B. HOLLOWAY  
Principal Vice Pres.

ATTEST:

E. L. TOLSON  
Resident Assistant Secretary  
(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 26 day of June, 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. .74329 passed and adopted on the 3rd day of June, 1941, require and fix the sum of \$68.00 as the penal sum of the foregoing Undertaking.

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

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

On this 23rd day of June, 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)

CONTRACT FOR STREET LIGHTING.

College Park Lighting District No. 1.

THIS AGREEMENT, made and entered into this 23d day of June, 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:

COLLEGE AVENUE, between the southwesterly prolongation of the northwesterly line of Mesita Drive and the easterly prolongation of the northerly line of Lot 1, Block 1, College Park Unit No. 1;

MISSION VALLEY ROAD, between College Avenue and the southerly prolongation of the westerly line of Lot 21, Partition of Rancho Mission of San Diego;

CAMPANILE DRIVE, between the north line of Mission Valley Road and a line parallel to and distant 120 feet northerly therefrom; and

CRESITA DRIVE, for its entire length.

Such furnishing of electric current shall be for a period of one one year from and including June 1, 1941, to-wit, to and including May 31, 1942.

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 College Park Lighting District No. 1", filed March 12, 1941, 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 Seventy Dollars (\$270.00) 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 "College 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 Two Hundred Seventy Dollars (\$270.00) shall be paid out of any other fund than said special fund designated as "College 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 Two Hundred Seventy Dollars (\$270.00).

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 GAS & ELECTRIC COMPANY  
 By A. E. HOLLOWAY  
 Vice Pres.

THE CITY OF SAN DIEGO  
 By P. J. BENBOUGH  
 FRED W. SIMPSON  
 L. F. WEGGENMAN  
 PAUL J. HARTLEY  
 ERNEST J. BOUD  
 HARLEY E. KNOX  
 A. E. FLOWERS  
 Members of the Council.

ATTEST:

FRED W. SICK  
 City Clerk  
 By HELEN M. WILLIG, Deputy  
 (SEAL)

I hereby approve the form of the foregoing Contract, this 26 day of June, 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 COLLEGE PARK L. DIST. #1; being Document No. 330333.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

UNDERTAKING FOR STREET LIGHTING.

Mission Beach Lighting District No. 1  
KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY a corpor-  
ation 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 sev-  
erally 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 SIXTY-SEVEN (\$567.00) 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 sev-  
erally, firmly by these presents.  
Signed by us and dated this 23rd day of June, 1941.  
WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into con-  
tract with said The City of San Diego, under and pursuant to the provisions of the "Light-  
ing 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, 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  
Principal Vice-Pres.  
THE AETNA CASUALTY AND SURETY COMPANY  
By PAUL WOLCOTT  
Surety Resident Vice-President

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

I hereby approve the form of the foregoing Undertaking this 26 day of June, 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 by Resolution No. 74330  
passed and adopted on the 3rd day of June, 1941, require and fix the sum of \$567.00 as the  
penal sum of the foregoing Undertaking.  
FRED W. SICK  
City Clerk of The City of San Diego  
(SEAL)

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

On this 23rd day of June, 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 Calif-  
ornia, 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 Resi-  
dent Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which ex-  
ecuted 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

CONTRACT FOR STREET LIGHTING.

Mission Beach Lighting District No. 1  
THIS AGREEMENT, made and entered into this 23d day of June, 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, herein-  
after called the second party, WITNESSETH:  
That WHEREAS, the said first party, as will fully appear by reference to the pro-  
ceedings 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 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, 1941, to-wit, to and including May 14, 1942.  
All of said work shall be done strictly in accordance with the plans and specifi-  
cations 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 5,

1941, 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 Fifty-three and 60/100 Dollars (\$453.60) 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 Eight Hundred Fourteen and 40/100 Dollars (\$1,814.40) 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 "Mission Beach Lighting District 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 Fourteen and 40/100 Dollars (\$1,814.40) 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 Eight Hundred Fourteen and 40/100 Dollars (\$1,814.40).

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, other than said sum of Four Hundred Fifty-three and 60/100 Dollars (\$453.60), 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 GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY  
Vice Pres.

THE CITY OF SAN DIEGO  
By P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council.

ATTEST:

FRED W. SICK  
City Clerk  
By HELEN M. WILLIG, Deputy  
(SEAL)

I hereby approve the form of the foregoing Contract, this 26 day of June, 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 Mission Beach L. Dist. #1; being Document No. 330334.

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, the City of San Diego by its Ordinance No. 71 approved April 5, 1875, did dedicate, set apart, donate and reserve to the County of San Diego in trust for county cemetery purposes that certain parcel of real estate described in said Ordinance and known as Evergreen Cemetery; and

WHEREAS, the City of San Diego maintains and operates a certain cemetery known as Mt. Hope Cemetery immediately adjacent to the said Evergreen Cemetery; and

WHEREAS, the City of San Diego has offered to furnish perpetual care and maintenance of the above described Evergreen Cemetery and to open graves and permit the burial of indigents both in said Evergreen Cemetery and Mt. Hope Cemetery at the rates hereinafter set forth; and

WHEREAS, said perpetual care and maintenance will relieve the County of San Diego from the expense of maintenance of said Evergreen Cemetery and will greatly improve the appearance and value of that portion of Mt. Hope Cemetery immediately adjacent to Evergreen Cemetery; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of the City of San Diego have by appropriate resolutions authorized the Chairman of the Board of Supervisors and the City Manager to enter into this agreement for the mutual benefit of the County and the City, IT IS THEREFORE HEREBY AGREED by and between the County of San Diego and the City of San Diego and in consideration of the foregoing benefits to be received by the respective parties, the City of San Diego agrees to permit burials of indigent dead in Mt. Hope Cemetery and Evergreen Cemetery and to furnish perpetual care cemetery services as may be required by the County of San Diego, and the County of San Diego agrees to pay the City of San Diego for said services at the following rate per burial plot for each such indigent burial from and after July 1, 1941:

Stillborn burials	\$5.00
Ash interments	2.00
Full-size burials	10.00

IT IS FURTHER UNDERSTOOD that from the sums allotted by the County of San Diego to undertakers for their services in the burial of the indigent dead, the City of San Diego may collect from the said undertakers the following charges:

For grave openings	
Stillborn burials	\$ 2.50
Ash interments	2.50
Full-size burials	7.00

IT IS FURTHER AGREED that the City of San Diego will maintain full and accurate records of the names and location of burial plot of persons buried at the expense of the County of San Diego.

IT IS FURTHER AGREED that the County of San Diego does hereby relinquish to the City of San Diego and to Mt. Hope Cemetery, a department of the City of San Diego, its exclusive right of use and control for burial purposes only of the real property known as Evergreen Cemetery and described as:

All that certain lot, tract or parcel of land, lying and being in the City and County of San Diego and State of California, bounded and described as follows: A portion of Pueblo Lot 1160 -

Commencing at a mound of Stones in the East line of the Pueblo and bearing N. 17° .00W. 23.79 chains from the South East corner of the original Cemetery reservation. Thence S. 78° .56W. (True Meridan) along a fence 11.78 chains to a mound of stones. Thence North 10.76 chains to a mound of stones. Thence East 8.93 chains to Pueblo line at a mound of stones. Thence S. 17° .00 East along East line of Pueblo 8.89 chains to place of beginning containing ten acres, more or less, as surveyed by L. L. Lockling a copy of which is now on file in the County Recorder's office of San Diego County.

Dated: June 27th, 1941.

COUNTY OF SAN DIEGO,  
By WALTER BELLON  
Chairman of the Board of Supervisors of the County of San Diego

CITY OF SAN DIEGO,  
By WALTER W. COOPER  
City Manager.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with County of San Diego relating to use of Evergreen Cemetery; being Document No. 330381.

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

By Francis T. Patton Deputy.

#### UNDERTAKING FOR STREET LIGHTING.

##### Loma Portal 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 THREE HUNDRED NINETY-EIGHT DOLLARS (\$398.00) 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 July, 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 LOCUST STREET, EVERGREEN STREET, WILLOW STREET, PLUM STREET, CLOVE STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, CHATSWORTH BOULEVARD, LYTTON STREET, ROSECRANS STREET, POINSETTA 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. 73664; adopted by the Council of said City on March 18, 1941, 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 obligations to be void; otherwise to remain in full force and effect.

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

ATTEST:  
J. A. CANNON  
Secretary  
(SEAL)

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

ATTEST:  
R. B. HILL  
Resident Assistant Secretary  
(SEAL)

I hereby approve the form of the foregoing Undertaking this 2 day of July, 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. 74416 passed and adopted on the 17th day of June, 1941, require and fix the sum of \$398.00

as the penal sum of the foregoing Undertaking.

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

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

On this 1st day of July, 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 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  
Notary Public in and for said San Diego  
County, State of California  
(SEAL)

# CONTRACT FOR STREET LIGHTING.

Loma Portal Lighting District No. 1.

THIS AGREEMENT, made and entered into this 8th day of July, 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:

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 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, 1941, to wit, to and including June 27, 1942.

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 1, 1941, 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 Five Hundred Ninety-one and 80/100 Dollars (\$1,591.80) 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 "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 Five Hundred Ninety-one and 80/100 Dollars (\$1,591.80) 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 Five Hundred Ninety-one and 80/100 Dollars (\$1,591.80).

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 GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY  
Vice Pres.

ATTEST:  
J. A. CANNON  
Secretary  
(SEAL)

THE CITY OF SAN DIEGO

By P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

ATTEST:  
FRED W. SICK  
City Clerk  
By HELEN M. WILLIG, Deputy  
(SEAL)

I hereby approve the form of the foregoing Contract, this 2 day of July, 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 Loma Portal Lighting Dist. #1; being Document No. 330510.

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

By Francis T. Patton Deputy.

### C O N T R A C T

THIS AGREEMENT, made and entered into this 10th day of June, 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 designated as the City, and CHARLES P. WILLIAMS, an expert engineer, of said City, party of the second part, WITNESSETH:

THAT WHEREAS, The City of San Diego has by Resolution No. 74392, adopted June 10, 1941, determined that it is to the best interests of The City of San Diego to employ the services of an expert engineer experienced in the design and construction of concrete dams, to have responsible charge of the construction of San Vicente Dam, and to direct and control the engineering work and the inspection force, and to see that the contractor performs the work in proper manner, as contemplated by Section 28 of the Charter of The City of San Diego, and that said CHARLES P. WILLIAMS is such an expert engineer, possessing wide experience in the construction of concrete dams; and

WHEREAS, the said CHARLES P. WILLIAMS 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 year beginning June 10, 1941, and ending June 9, 1942, as an expert engineer experienced in the design and construction of concrete dams, to have responsible charge of the construction of San Vicente Dam, and to direct and control the engineering work and the inspection force, and to see that the contractor performs the work in proper manner; and agrees to pay the said party of the second part at the rate of four hundred dollars (\$400.00) per month for the rendition of said services, the same to be paid semi-monthly; the said sum to be paid out of the San Vicente Dam Bond Fund.

(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 erection and construction of said San Vicente Dam, as herein provided.

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.

That 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. 74392, adopted by the City Council on June 10, 1941, 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  
By WALTER W. COOPER  
City Manager.

CHARLES P. WILLIAMS  
Party of the second part.

I hereby approve the form of the foregoing contract this 30th day of June, 1941.

D. L. AULT  
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 July 1, 1941.

J. S. BARBER  
Auditor and Comptroller of the City of  
San Diego, California

To be paid out of N F 102 A 1 not to exceed \$4800.00

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering services of CHARLES P. WILLIAMS as an Expert Engineer on San Vicente Dam; being Document No. 330512.

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

By Francis T. Patton Deputy.

#### OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 9th day of June, 1941, under and by virtue of the provisions of Section 3897d of the Political Code of the State of California, as modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections, 3771-3773 and 3791-3810, 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, as modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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:

Beginning at a point North 77° 15' 30" West, 2324.79 ft. and South 33° 52' 41" West, 32.16 ft. from the Northwest corner of Pueblo Lot 182 in the Pueblo lands of the City of San Diego; thence South 33° 52' 41" West, 171.40 ft.; thence along a curve having a radius of 430 ft., bearing South 56° 07' 19" East, through an angle of 35° 05' 49" 263.40 ft.; thence South 88° 46' 52" West, to the mean high tide line of the Pacific Ocean; thence Northwesterly, Northerly and Northeasterly along the mean high tide line to a point which is North 77° 15' 30" West from the point of beginning; thence South 77° 15' 30" East, to the point of beginning in Pueblo Lot 193;

the consideration for such purchase to be the sum of One Thousand and Ten Dollars (\$1,010.10). 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 six (6) months 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 One Thousand and Ten Dollars (\$1,010.00), 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 modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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 9th day of June, 1941, 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 27th day of May, 1941, authorizing such execution, the day and year first hereinabove written.

BOARD OF SUPERVISORS OF THE COUNTY  
OF SAN DIEGO, STATE OF CALIFORNIA  
By WALTER BELLON  
Chairman.

ATTEST:

J. B. MC LEES, Co. Clerk & Ex officio  
Clerk of said Board.

By L. O KENNEDY Deputy.  
(SEAL)

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

I HEREBY APPROVE the form of the foregoing Option Agreement this 26 day of May, 1941.

D. L. AULT  
City Attorney  
By MOREY S. LEVENSON  
Deputy 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 June 27th, 1941.

HARRY B. RILEY, Controller of  
the State of California.  
By BERT FOSTER Deputy.

Approved as to form  
6/6/41

CARROLL H. SMITH  
Deputy Dist. Atty.

(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. 330515.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fallon Deputy.

PROJECT AGREEMENT - 1939 -41 BIENNIUM

EIGHTH 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 seventh 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 June 11, 1941, and by the Department June 17, 1941, providing for the work described herein as projects 24 to 41 inclusive; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to provide for acquisition of right of way under project 32 by the Department in lieu of by the City and by the Department as previously set forth;

NOW, THEREFORE, it is mutually agreed by and between the City and the Department that said agreement be amended as follows:

ARTICLE IV. RIGHT OF WAY

Article IV, Right of Way, is amended to read as follows:

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 project 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 disposed of subsequently. Title to such excess land will be taken in the name of the State. The proceeds derived from the sale or rental of such excess lands shall be 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 project 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 project; 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 project 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 proceedings or in any other proceedings or action on account of such abandonment, will be paid out of the funds provided in this agreement for the acquisition of right of way.

The right of way designated in project 32 will be secured by the Department. 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 VI. FUNDS.

Article VI, Funds, is amended to read as follows:

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

Unexpended under project 12	\$ 2,220.07
" " " 16	153.40
" " " 18	5,539.22
" " " 21	579.13
" " " 23	449.26
Accrued and unprogrammed to June 30, 1939	17,572.26
Accrued during the 1939-41 biennium	<u>321,590.66</u>

Total \$348,104.00

The amount of \$336,884.97 is programmed to defray the cost of the work described in Article I.

The amounts provided for the projects listed in Article I are estimated amounts, and the actual cost of the 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 provided 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), 33, 38, and purchase the materials for projects 28.

As the work progresses on projects 26(a), 28, 31(a), 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), 32, 34, 35, 37, 39, 40, 41, and the acquisition of right of way for the City as designated in project 33, are fully discharged.

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, 35, 37, 39, 40, 41, and the acquisition of right of way for the City as designated in project 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 bud-

getting and expenditure.

ARTICLE VII. FINAL REPORTS

Article VII, Final Reports, is amended to read as follows:

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 the State highway routes described in project 25 (a).

Within sixty days after completion of each item of the budget described in projects 26(a), 31(a), 33, 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 the State highway routes 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), 32, 34, 35, 37, 39, 40, 41, and the acquisition of right of way for the City as designated in project 33, the Department will submit to the City a final report of expenditures made for such work.

Except as herein specifically modified, said memorandum of agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 26th day of June, 1941, and the Department on the 2d day of July, 1941.

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

CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

Approved as to form  
and procedure:  
C. C. CARLETON  
Chief Attorney

By G. E. MC COY  
Assistant State Highway  
Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Eighth Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax for State Highways; being Document No. 330576.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

PROJECT AGREEMENT - 1941 FISCAL YEAR

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 fiscal year ending June 30, 1941, and allocated under the provisions of Section 194 and Section 195 of the Streets and Highways Code upon streets of major importance, was executed by the City June 11, 1941, and by the Department June 17, 1941, providing for the work described herein as projects 5(a), 5(b), 7, and 8; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to provide funds for the work hereinafter described as projects 9(a) and 9(b);

NOW, THEREFORE, it is mutually agreed by and between the City and the Department that said agreement be amended as follows:

ARTICLE I PROJECTS

The projects and estimated expenditures therefor as listed hereinafter constitute the budget heretofore submitted by the City which has been, and is hereby, approved by the Department:

Project	Location	Miles	Description	1/4¢ Funds	City Funds.
5	Washington Ave. Extension from Fourth St. to Lincoln Ave.:	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 Blvd., from West Point Loma Blvd. to Pacific Beach Drive	2.63	Grade and pave: Surveys and plans (additional amount)	500.00	
			Construction	147,245.52	
8	Harbor Drive, from Twenty-sixth St. to south city limits at Division St.	1.50	Acquire right of way	12,300.00	
9	Robinson Ave., from Eighth Ave. to Tenth Ave.	0.14	Acquire right of way, grade, construct bridge:		
(a)	Work by Department		Construction	21,280.67	\$30,000.00
(b)	Work by City		Acquire right of way	8,500.00	
Totals				\$315,826.19	\$30,000.00

## ARTICLE II. SURVEYS AND PLANS

The Department will make the surveys and plans designated in projects 5(a) and 7. The Department will make the surveys and plans for the work designated in projects 9 (a) and 9(b), and will defray the cost thereof from other funds.

## ARTICLE III. RIGHT OF WAY

The right of way designated in projects 5(b), 8, and 9(b) will be secured by the City. The cost provided ~~for~~ herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the 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 projects 5(a), 7, and 9(a), 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 5(a), 7, and 9(a), 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 5(a), 7, and 9(a), will be charged for at the rental rates established by the Department.

## ARTICLE V. FUNDS.

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

Unexpended under project 4 (b)	\$ 535.53
Accrued and unbudgeted to June 30, 1940	140,135.52
Accrued and unbudgeted during the fiscal year ending June 30, 1941	175,155.14
Total	\$ 315,826.19

The amount of \$315,826.19 is budgeted to defray the cost of the work described in Article I, in addition to the amount of \$30,000.00 to be contributed from City funds.

The amounts provided for the projects listed in Article I are estimated amounts. In the event that the actual cost of the projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

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), 8, and 9(b).

As the work progresses on projects 5(b), 8, and 9(b), 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 5(a), 7, and 9(a), are fully discharged.

The Department will pay the cost of the work described in projects 5(a), 7, and 9(a), from the funds provided herein.

The amounts provided herein for the projects listed in Article I must not be exceeded, and no moneys shall be expended 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.

## 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 all other 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), 8, and 9(b), 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 expenditures upon streets of major importance.

Within sixty days after completion of each item of the budget described in projects 5(a), 7, and 9(a), 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 26th day of June, 1941, and the Department on the 2nd day of July, 1941.

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

CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
DIVISION OF HIGHWAYS

Approved as to form  
and procedure:  
C. C. CARLETON  
Chief Attorney

By G. T. MC COY  
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 for Streets of Major Importance; being Document No. 330577.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patterson Deputy.

B O N D.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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-FOUR THOUSAND DOLLARS (\$24,000.00) 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 7th day of July, 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 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, 1941, to-wit: to and including the 30th day of June, 1942, for all lights that were installed and burning as of July 1, 1941, 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. 330404, 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 7th day of July, 1941.

ATTEST:  
J. W. CANNON

(SEAL)

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

ATTEST:  
R. B. HILL  
Resident Assistant Secretary  
(SEAL)

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

I HEREBY APPROVE the form of the foregoing Bond this 8 day of July, 1941.

D. L. AULT, City Attorney  
By MOREYS. LEVENSON  
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 8th day of July, 1941.

WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO )ss.

On this 7th day of July, 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 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  
Notary Public in and for said San Diego  
County, State of California

(SEAL-)

# 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 8th day of July, 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, hereinafter sometimes designated as the City, and SAN DIEGO 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, 1941, to-wit: to and including the 30th day of June, 1942, for all the lights that were installed and burning as of July 1, 1941, 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. 330404, on file in the office of the City Clerk of said City, which said Document No. 330404, 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, 1941, to-wit: to and including the 30th day of June, 1942, for the sum of One and 35/100 Dollars (\$1.35) per lamp per month for each 600 candle power lamp burning until midnight; the sum of One and 00/100 Dollars (\$1.00) per lamp per month for each 400 candle power lamp burning until midnight; the sum of Seventy Cents (\$.70) per lamp per month for each 250 candle power lamp burning until midnight; the sum of One and 70/100 Dollars (\$1.70) per lamp per month for each 600 candle power lamp burning all night; the sum of One and 25/100 Dollars (\$1.25) per lamp per month for each 400 candle power lamp burning all night; the sum of Eighty-five Cents (\$.85) per lamp per month for each 250 candle power lamp burning all night; and the sum of Fifty Cents (\$.50) 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, 1941, to-wit: to and including the 30th day of June, 1942, 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 Two and 90/100 Dollars (\$2.90) per lamp per month for each 600 candle power lamp; the sum of Two and 70/100 Dollars (\$2.70) per lamp per month for each 400 candle power lamp; the sum of Two and 25/100 Dollars (\$2.25) per lamp per month for each 250 candle power lamp; and the sum of One and 50/100 Dollars (\$1.50) 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. 330405. 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 Two and 90/100 Dollars (\$2.90) per lamp per month for each 600 candle power lamp; the price of Two and 70/100 Dollars (\$2.70) per lamp per month for each 400 candle power lamp; the price of Two and 25/100 Dollars (\$2.25) per lamp per month for each 250 candle power lamp; and the price of One and 50/100 Dollars (\$1.50) 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. 330404. 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. 330404.

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 8th day of July, 1941.

THE CITY OF SAN DIEGO

By P. J. BENBOUGH

FRED W. SIMPSON

L. F. WEGGENMAN

PAUL J. HARTLEY

ERNEST J. BOUD

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council

ATTEST:

FRED W. SICK

City Clerk

By HELEN M. WILLIG, Deputy

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY

By W. F. RABER

President

ATTEST:

J. H. CANNON

(SEAL)

I HEREBY APPROVE the form of the foregoing Contract this 8 day of July, 1941.

MOREY S. LEVENSON

Dep. 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 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 8, 1941.

J. S. BARBER

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 with S. D. GAS & ELECTRIC CO. for overhead Street lighting 1941-42; being Document No. 330649.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy.

C O N T R A C T

THIS AGREEMENT, made this 7th day of July, 1941, 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 III 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 III of the City Charter, covering a period of one year from July 1, 1940, to June 30, 1941, 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 30th day of July, 1941, and to fully complete the same on or before the 31st day of December, 1941.

(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. 74492 authorizing such execution, and second parties have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

LESLIE S. EVERTS  
CARL M. ESENOFF  
Parties of the Second Part.

I hereby approve the form of the foregoing contract this 10 day of July, 1941.

D. L. AULT  
City Attorney  
By MOREY S. LEVENSON  
Deputy 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 July 7, 1941.

J. S. BARBER  
Auditor and Comptroller of the City of  
San Diego, California.

To be paid out of J C 233 not over \$1700.00.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering annual audit for 1940-41; being Document No. 330702.

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

By Francis T. Patton Deputy.

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
Division of Highways

Contract for Preliminary Engineering and Other  
Preliminary Work in connection with the Proposed  
Relocation of State Highway around San Vicente  
Reservoir.

1. THIS CONTRACT, made this 1st day of July, 1941, between the STATE OF CALIFORNIA, first party, acting by and through its Department of Public Works, hereinafter referred to as "State," and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, second party, hereinafter referred to as "City," acting for this purpose by its City Manager, WITNESSETH:

### Explanatory Recitals

2. WHEREAS, City contemplates the construction of a dam on and in San Vicente Creek, near Foster, in the County of San Diego, State of California, known as and designated "San Vicente Dam," creating thereby a reservoir (herein referred to as San Vicente Reservoir) with a maximum water surface elevation at San Vicente Dam of 780 feet above sea level (United States Geological Survey Datum); and

3. WHEREAS, the impounding of the waters of San Vicente Creek and the construction of San Vicente Dam will submerge in part an area occupied by the right of way of an existing highway of State, designated in the records of the Division of Highways of the Department of Public Works as Road XI-SD-198, B. C. thereby necessitating the relocation of portions of said highway between a point in the northerly portion of El Cajon Valley Subdivision of Rancho El Cajon, Township 15 South, Range 1 West, S.B.B. & M., near Foster, northerly of the Town of Lakeside, designated as Point "A" (Road XI-SD-198-B) and a point in the northeast quarter of Section 7, Township 14 South, Range 1 east, S.B.B. & M., which point is designated as "D" (Road XI-SD-198); said points "A" and "D", hereinbefore mentioned, being shown on the map attached hereto, marked "Exhibit A;" and

4. WHEREAS, a portion of the aforesaid existing highway between the northerly end of State's present Lakeside Bridge contract, Road XI-SD-198-B, near the junction of San Vicente Creek and San Diego River in Township 15 South, Range 1 east, S.B.B. & M., and/or said Point "A" would not require relocation because of construction of San Vicente Dam, but nevertheless State desires that such portion of said highway be improved and relocated in conjunction with other relocation immediately adjacent thereto, and northerly thereof, and is willing to assume the cost and expense thereof; being that relocation indicated on Exhibit "A" as a part of line "W" extending from the northerly end of State's present Lakeside Bridge contract to Point "A-1," said Point "A-1" being the same distance from Point "B" as Point "A" is from said Point "B"; and

5. WHEREAS, the flooding of existing highway facilities within the reservoir area creates an obligation on the part of City equivalent to the cost and expense of relocation and replacing of the facilities to standards equal to but no better than existing highway facilities thus submerged; and

6. WHEREAS, City has made preliminary surveys for replacement in kind of said existing highway facilities by location from Point "A" to Point "D" via Line "C", as shown on said Exhibit "A" and has derived therefrom a preliminary estimate of cost; and

7. WHEREAS, State, in review of said survey, has made a reconnaissance survey on an alternative location from Point "S" to Point "B" via line "W", as shown on said Exhibit "A", and has prepared therefrom a preliminary estimate of cost; and

8. WHEREAS, the estimated cost of the relocation of said highway between the points hereinafter designated on said Exhibit "A", determined upon for such relocation, does not appear to be greater via line "W" than the obligation of the City based on estimates via line "C"; and

9. WHEREAS, State and City have agreed that a relocation of said highway westerly of said proposed reservoir from a point in the vicinity of Lakeside northerly to a connection with a recently improved County road in the vicinity of Mount Woodson, approximately along line "W", as indicated on said Exhibit "A", appears to be an economical and satisfactory location for said highway around said reservoir site; and

10. WHEREAS, the parties contemplate entering into an agreement for the assumption by City of the cost and expense of the construction of that portion of said relocated highway between the points designated "A-1" and "B" on said line "W" to the standards of construction herein provided for as an equitable replacement of the existing highway and in satisfaction and discharge of the obligations of the City hereunder with respect to the relocation in kind of said existing highway facilities, which said contemplated agreement will provide that the State will relocate and reconstruct, at its own expense, that portion of said highway on said line "W" from the northerly end of State's Lakeside Bridge Contract in the vicinity of Moreno northerly to said Point "A-1"; and that the State will be willing to construct, by competent contractors employed by it, or in any other lawful manner, said relocated highway approximately on said line "W", provided the City will reimburse State therefor to the extent and in the manner herein contemplated, except for that portion thereof between the northerly end of State's Lakeside Bridge Contract and said Point "A-1," which portion State will agree to construct at its own expense; and

11. WHEREAS, prior to entering into said contemplated construction contract, it is necessary to perform a considerable amount of preliminary work to the end that the costs of construction of said relocated highway and the proportion thereof to be borne by City may be definitely ascertained and State be in a position to award a contract or contracts for such construction, and State is willing to undertake such preliminary work provided City will reimburse it for City's proportionate share of the cost thereof, which share State has estimated to be \$25,950.00; and

12. WHEREAS, City has by ordinance created a special trust fund in the office of the City Treasurer, and has deposited therein money sufficient to reimburse State for City's proportionate share of such preliminary costs;

13. NOW, THEREFORE, in consideration of the mutual dependent promises of the parties hereto, it is agreed as follows, to-wit:

14. EXHIBITS. (a) Attached hereto and by this reference made a part hereof is a drawing prepared by State and marked "Exhibit A," entitled, "Map showing proposed relocation of State Route 198-B, C, Around San Vicente Reservoir."

(b) Also attached hereto and by this reference made a part hereof is a drawing prepared by State, and approved by City, marked "Exhibit B," and entitled, "Proposed Typical Cross-section, San Vicente Line Change."

15. State, subject to reimbursement by City for its proportionate share of the cost and expense as herein provided, shall proceed forthwith to perform all necessary preliminary engineering, secure rights of way, make location surveys, prepare plans and specifications for construction, prepare right of way descriptions and deeds, secure title reports, and prepare land appraisals, and proceed to advertise for bids for such construction of said relocated highway between the northerly end of State's present Lakeside Bridge Contract, through Moreno, to Point "B", being a location on the so-called Poway Road southeasterly of Mount Woodson.

The work herein proposed to be undertaken by State shall be prosecuted with diligence in order to facilitate the beginning of actual construction of said relocated highway, and to facilitate the abandonment of the existing highway within the limits of said San Vicente Reservoir, as hereinafter provided, at the earliest possible date.

16. STANDARDS OF CONSTRUCTION. Standards for said relocated highway shall be as follows:

Specifications shall be for the construction of a roadway to provide a finished surfacing of bituminous surface treatment 0.25 feet thick for width of 24 feet exclusive of side ditch or dike; a subgrade or base course consisting of selected or imported material full width of roadway with depth State determines from soil and material investigation will be adequate as base for aforesaid surfacing, but not to exceed one foot in thickness;

side ditches and dikes constructed to minimum width, depth and height required for drainage purposes and treated as required to prevent erosion; slopes in cuts and fills constructed on angles of repose that can reasonably be expected to be stable, all as indicated on proposed typical cross-section constituting Exhibit B," hereto attached.

A 26-foot clear roadway on all bridge structures.

A maximum grade of seven (7) per cent with minimum radius curves of 300 feet; such standards, however, to apply only where absolutely necessary in order to avoid excessive costs, it being understood that the best possible alignment and grade shall be obtained throughout the entire project consistent with reasonable economy.

The plans and specifications shall be in accordance with the Standard Specifications of the Division of Highways, 1940 edition, together with such additions and special provisions as may be necessary to cover local conditions.

All right of way shall have a minimum width of 100 feet throughout, or not less than 50 feet on either side of highway center line, and at locations where the same may be required such additional widths up to the maximum of 150 feet as may be necessary to provide for cuts and fills, drainage facilities, or other similar appurtenances. All right of way shall be acquired in the name of and title thereto shall vest in the State of California.

17. PLANS TO BE REVIEWED AND APPROVED BY CITY. Plans, specifications and estimates for said project shall be submitted to City prior to the advertising for bids therefor, and approval of its City Engineer endorsed thereon. Subsequent to the approval of said plans by City and by the proper officers of State, and the execution of an agreement between State and City covering the cost of construction, as herein contemplated, State will construct or cause to be constructed said project in strict accordance with said plans, specifications and estimates approved therefor, subject to condition that minor changes in grade, alignment and drainage structures made necessary by unforeseen contingencies or made desirable by conditions developing during progress of construction work, may be made by State without prior or separate approval of City.

18. DIVISION OF COST AND EXPENSE. It is agreed that the cost and expense of performing the preliminary work provided for and covered by this agreement shall be borne between the parties hereto as follows:

(a) City shall assume and pay to State, in the manner hereinafter provided, the entire cost and expense to State of performing said preliminary work as to that portion of line "W" between the points designated as "A-1" and "B" on said Exhibit "A".

(b) State shall assume and pay the entire cost and expense to it of performing said preliminary work on that portion of said line "W" between the northerly terminus of its existing Lakeside Bridge Contract near Moreno and the point designated "A-1" on said Exhibit "A".

(c) The cost and expense of said preliminary work for said relocated highway hereinbefore referred to to be assumed respectively by City and State shall include the cost of surveys, engineering, right of way, and other incidental expenses directly chargeable to the respective portions of said proposed relocated highway. The cost of preliminary engineering and other items of expense which may not be distributable to particular portions of the project shall be prorated between the parties hereto in proportion to the actual cost and expense of the construction of the portions of the relocated highway which it is contemplated will be assumed by each of said parties.

19. DEPOSIT OF FUNDS BY CITY. City shall cause to be created a special trust fund in the office of the City Treasurer and deposit therein not less than the sum of \$25,950.00, and so much thereof as may be necessary shall be used only and exclusively for the purpose of reimbursing State for City's portion of the cost of the work covered and provided for by this agreement.

City shall also authorize its Auditor and Comptroller and its said City Treasurer promptly to cause payment out of said trust fund to be made to State of each invoice or requisition submitted to City, after approval of the same by the City Manager, covering items of cost and expense incurred by State which, under the terms of this agreement, City has obligated itself to pay.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, by their officers thereunto duly authorized, the day and year first above written.

STATE OF CALIFORNIA  
DEPARTMENT OF PUBLIC WORKS  
By FRANK W. CLARK  
Director of Public Works.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

ATTEST:  
FRED W. SICK  
City Clerk  
(SEAL)

Approved E. E. WALLACE  
State Highway Engineer

Recommended for execution  
FRANK B. DURKEE  
Attorney  
Division of Contracts and  
Rights of Way.

(SEAL)

I hereby approve the form of the foregoing Agreement this 18th day of June, 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 Agreement with State Dept. of Public Works re Relocation of Highway around San Vicente Reservoir; being Document No. 330734.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at Bank of America, Sixth Avenue and Broadway as the same are hereinabove described, at the rate of One Hundred Thirty-five and No/100 Dollars (\$135.00) 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 Thirty-five and no/100 Dollars - (\$135.00) 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, 1941 and ending June 30, 1942.

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

WILBUR C. FOOTE  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 15 day of July 1941.

HARRY S. CLARK  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering WILBUR C. FOOTE as District Water Bill Collector; being Document No. - 330847.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Fallon Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, 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 Five Hundred Fifty-five and no/100 Dollars (\$555.00) 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: Five Hundred Fifty-five and no/100 Dollars - (\$555.00) 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, 1941 and ending June 30, 1942.

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

WALTER W. COOPER  
City Manager

H. A. THOMPSON  
Second Party

I hereby approve the form of the foregoing contract this 7th day of July 1941.

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 covering Services of DR. HAROLD A. THOMPSON; being Document No. 330851.

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

By Francis T. Felt Deputy.

KNOW ALL MEN BY THESE PRESENTS, That Whereas, HELEN A. LOVITZ, a widow, 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 May 8th, 1941, 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 4 and 5, in Block 184, University Heights, according to the Amended Map thereof by G. A. d'Hemecourt, filed in Book 8, at page 36, et seq., of Lis Pendens, in the Office of the County Recorder of said County of San Diego, particularly described as follows, to-wit:

Commencing at the most northerly corner of said Lot 5; thence South 38° 24' 45" West along the northwesterly line of said Lot 5, a distance of 79.00 feet to the most westerly corner of said Lot 5; thence South 48° 57' 45" East along the southwesterly line of said Lot 5, a distance of 0.79 of a foot to a point; thence North 64° 30' 45" East a distance of 101.88 feet to a point on the northeasterly line of said Lot 4 which bears South 66° 52' 15" East 47.28 feet from the point of commencement; thence North 66° 52' 15" West along the northeasterly line of said Lots 4 and 5, a distance of 47.28 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, certain frame structures and improvements exist upon portions of said lands; and,

WHEREAS, the Council of said City of San Diego passed and adopted Resolution No.-74433, dated June 17, 1941, authorizing purchase of the real property hereinabove described, for a total consideration of Thirty-nine Hundred Fifty Dollars; 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 portions of said highway in accordance with plans therefor to be prepared by said Division of Highways;

NOW, THEREFORE, for said above consideration, said HELEN A. LOVITZ hereby agrees to remove or cause to be removed said frame structures now existing and encroaching upon the lands so conveyed to The City of San Diego within ninety (90) days from date hereof without expense to said The City of San Diego, 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 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 remaining parcels 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 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 HELEN A. LOVITZ has hereunto set her hand this 24th day of June, 1941.

HELEN A. LOVITZ

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

On this 24th day of June, 1941, before me, the undersigned, a Notary Public in and for said County and State, personally appeared HELEN A. LOVITZ, 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.

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

RECORDED JUL 9, 1941 26 min. past 3 P.M. in book 1195 at page 455 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.  
M. Methany - 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 HELEN A. LOVITZ to remove building when Washington Street is widened; being Document No. 330524.

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

By Francis T. Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, that Whereas, Mae H. Soper 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 September 30th, 1940, covering the following described property, excepting the structure thereon, situate in the City of San Diego, County of San Diego, State of California:

Those portions of Lots 34, 35, 36 and 37, Block 182, University Heights, according to the Amended Map thereof by G. A. d'Hemecourt, filed in Book 8, at page 36, et seq., of Lis Pendens, 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 37, said Block 182; thence North 81° 28' 13" East along the northerly line of said Lots 37, 36, 35 and 34, a distance of 101.20 feet to the northeasterly corner of said Lot 34; thence southerly along the easterly line of said Lot 34, a distance of 84.98 feet to a point; thence North 86° 57' 00" West a distance of 100.12 feet to a point on the westerly line of said Lot 37 distant therealong 64.65 feet southerly from the point of commencement; thence northerly along the westerly line of said Lot 37, a distance of 64.65 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, a certain frame structure now exists upon a portion of said lands; And,

WHEREAS, the Council of said City of San Diego passed and adopted Resolution No. 72270, dated September 17, 1940, authorizing purchase of the real property hereinabove described, for a total consideration of Eleven Hundred Fifty Dollars; 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 portions of said highway in accordance with plans therefor prepared by said Division of Highways;

NOW, THEREFORE, for the above consideration, said Mae H. Soper hereby agrees to to remove or cause to be removed that certain frame structure now existing and encroaching upon said lands and to complete such removal within sixty (60) 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 the undersigned, to so remove said structure or improvements or do any act necessary to cause the same to be immediately 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 remaining parcels 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 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 Mae H. Soper has hereunto set her hand this 24th day of June, 1941.

H. A. DURHAM, Witness.

MAE H. SOPER

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

On this 24th day of June, 1941, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mae H. Soper, 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.

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

(SEAL)

My Commission expires May 21, 1945.

RECORDED JUL 9, 1941 26 min. past 3 P. M. in book 1195 at page 457 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. Methany -16

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

I HEREBY CERTIFY that the above and foregoing is a fully true and correct copy of Agreement from MAE H. SOPER to remove building when Washington Street is widened; being Document No. 330526.

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

THIS AGREEMENT, made and entered into this 8th day of July, 1941, 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, 1941, and ending June 30, 1942, 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. 74599 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 WALTER W. COOPER  
City Manager

CARL WILSON  
Party of the Second Part.

I hereby approve the form of the foregoing agreement this 16th day of July, 1941.

D. L. AULT  
City Attorney  
By HARRY S. CLARK  
Deputy 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 July 8, 1941.

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California.

To be paid out of Out of F A A 2391 not to exceed \$1200.00.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of Dr. Carl. Wilson; being Document No. 330895.

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

By Francis T. Fadden Deputy.

Agreement for Cooperative Work  
(Protection) in accordance with the Provisions  
of the Act of June 30, 1914 (38 Stat. 430) and the Act of  
March 3, 1925, Section 1 (43 Stat. 1132) between the  
City of San Diego and the Cleveland National Forest.

THIS AGREEMENT, made and entered into this 8th day of July 1941, 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 CLEVELAND NATIONAL FOREST, hereinafter referred to as the GOVERNMENT, WITNESSETH:

WHEREAS mutual benefit does accrue to the City and the Government by the maintenance and operation of a Lookout at Lyons Peak and a Forest Guard Station in San Diego River for fire protection, because of the potential damage which can be done to the interests of both by uncontrolled forest fires, and

WHEREAS the Forest Service is professionally well qualified and more economically situated to handle such work,

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 1941-42 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, 760 Market Street, San Francisco, California, when and as requested by the Forest Supervisor.

The Government agrees to plan the work for and 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 1941-42, which said fiscal year begins July 1, 1941, to insure efficient fire protection to watersheds and mutual benefits to the parties to this agreement.

If, upon June 30, 1942, there is any unobligated balance in the sum deposited with the Regional Fiscal Agent, such amount may be expended by the Government under the terms of a subsequent agreement entered into by both parties hereto, or refunded to the City, as the case may be.

If, upon June 30, 1942, there are any unexpended balances of an undeposited nature which are a part of this agreement, they will lapse and not be available for expenditure by the Government under the terms of this agreement.

All unexpended balances in the sum deposited with the Regional Fiscal Agent under the terms of the Fiscal year 1941 agreement between the City and the Government, may be expended by the Government in extending and furthering the terms of this agreement.

It is further mutually understood and agreed by and between the parties hereto, that this agreement may be terminated in the event Congress fails to make the necessary appropriations covering the activity of the Government.

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 there from. 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 WALTER W. COOPER  
City Manager

CLEVELAND NATIONAL FOREST  
By NORMAN J. FARRELL  
Forest Supervisor

#### 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 10, 1941.

J. S. BARBER  
Auditor and Comptroller of the City of San  
Diego, California.

To be paid out of Fund 500 -FAA 246 -Not over \$1320.00.

I HEREBY CERTIFY that the above and foregoing is a true, full and correct copy of Agreement for LOOKOUT AND FIRE GUARD -with U. S. FOREST SERVICE; being Document No. 330896.

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

By Francis T. Parness Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at North Park Branch-Bank of America -29th St. and University Ave. as the same are hereinabove described at the rate of Fifteen and No/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 No/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/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, 1941 and ending June 30, 1942.

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

ROBERT E. HUNT  
Second Party

I HEREBY APPROVE the form of the foregoing contract this 2d day of July, 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of ROBERT E. HUNT as Dist. Water Bill Collector; being Document No. 330909.

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at Security Trust & Savings Bank -Fifth 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, 1941 and ending June 30, 1942.

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

MAURICE C. GROSS  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July, 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of MAURICE C. GROSS as Dist. Water Bill Collector.; being Document No. 330910.

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and GERALD GEDDES a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That, beginning July 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at First National Bank -Fifth Avenue and Broadway, 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, 1941 and ending June 30, 1942.

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

GERALD G. GEDDES  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of GERALD GEDDES as Dist. Water Bill Collector; being Document No. 330911.

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, 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, 1941 and ending June 30, 1942.

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

I. L. ENO  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of I. L. ENO as Dist. Water Bill Collector; being Document No. 330912.

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, 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, 1941 and ending June 30, 1942.

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

S. W. DUNAWAY  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of CONTRACT covering Services of S. W. DUNAWAY as Dist. Water Bill Collector; being Document No. 330913.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, 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, 1941 and ending June 30, 1942.

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

WATSON W. CULVER  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July, 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of WATSON W. CULVER as Dist. Water Bill Collector; being Document No. 330914.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at Ocean Beach as the same are herein above 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, 1941 and ending June 30, 1942.

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

FLORENCE E. COOKE  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering services of FLORENCE COOKE as Dist. Water Bill Collector, being Document No. 330915.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at San Diego Trust & Savings Bank, 6th Ave. and 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, 1941 and ending June 30, 1942.

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

PHILIP D. ALLEN  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July, 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of PHILIP D. ALLEN as District Water Bill Collector; being Document No. 330916.

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, 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, 1941 and ending June 30, 1942.

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

MRS. MAUDE WILTSE  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2nd day of July, 1941.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of MAUDE WILTSE as District Water Bill Collector; being Document No. 330917;

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, 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, 1941 and ending June 30, 1942.

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 11th day of July 1941.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of ANNA E. FREEMAN as District Water Bill Collector; being Document No. 330918.

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1941, 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 Fifty-nine and 40/100 Dollars (\$159.40) 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 Fifty-nine and 40/100 Dollars (\$159.40) 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, 1941 and ending June 30, 1942.

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  
WALTER W. COOPER  
City Manager

FLETCHER A. CARR  
Second Party

I hereby approve the form of the foregoing contract this 11th day of July, 1941.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of FLETCHER A. CARR as Curator at S. D. Museum; being Document No. 330919.

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

By Francis T. Patton Deputy.

THIS AGREEMENT, made and entered into this 1st day of July, 1941, 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, 1941, 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 herein-after 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, 1941, at and for the agreed compensation for said additional services to be performed by the party of the second part of One Hundred Seventy-five and 00/100 Dollars (\$175.00) 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, 1941, 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 14th day of July 1941.

THE CITY OF SAN DIEGO  
Party of the First Part

By WALTER W. COOPER  
City Manager

W. A. KEARNS  
Party of the Second Part

The foregoing Agreement is hereby approved this 7 day of July, 1941.

CIVIL SERVICE COMMISSION  
By RUSSELL BAILEY  
Secretary

I hereby approve the form of the foregoing Agreement this 7th day of July, 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 Services of W. A. KEARNS as Supt. of Playgrounds & Recreation; being Document No. 330920.

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

By Francis T. Jackson Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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 Ordinances No. 2158 (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 Spreckles 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 Spreckles 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 occasion, etc.; to act as City-official host to various organizations, visiting artists, celebrities, etc., who have the use of the facilities at the organ pavilion, or who may be visiting in the City; to serve in any other capacity that the organist considers worthy and conducive to the better interests of the physical and artistic elements of the pavilion.

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

That beginning July 1, 1941, second party will faithfully perform the services and duties of Organist at the Spreckles 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, 1941 and ending June 30, 1942.

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  
WALTER W. COOPER  
City Manager

ROYAL A. BROWN  
Second Party

I hereby approve the form of the foregoing contract this 7th day of July, 1941.  
MOREY S. LEVENSON  
Dep. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of ROYAL A. BROWN as Organist; being Document No. 330921.

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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 Ordinances No. 2158 (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 Organ Tuner, Balboa Park, existing in the classified administrative service of the City is declared to be open and contractual; and

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

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

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

That beginning July 1, 1941, 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, 1941 and ending June 30, 1942.

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  
WALTER W. COOPER  
City Manager

EDWIN A. SPENCER  
Second Party

I hereby approve the form of the foregoing contract this 7th day of July, 1941.  
MOREY S. LEVENSON  
Dep. City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of EDWIN A. SPENCER as Organ Tuner; being Document No. 330922.

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

By Francis T. Patton Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 Anthropology of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

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

To hold the ranking curatorial position in said Museum, and supervise the work of other technical employees therein; to have immediate charge of Museum exhibits, their acquisition, preparation and disposition within the Museum, and actively to engage in such work when necessary; to have charge of all technical and research work, and the preparation of publications concerning Museum work. Said enumerated duties and activities are subject to the direction and supervision of the Director of said Museum. To make himself generally useful in any emergency capacity which he may be called upon to occupy, at the discretion of said Director.

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

That beginning July 1, 1941 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 Fifty-five Dollars and 15/100 (\$255.15) 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 Fifty-five and 15/100 Dollars (\$255.15) 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, 1941 and ending June 30, 1942.

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  
WALTER W. COOPER  
City Manager

MALCOLM J. ROGERS  
Second Party

I hereby approve the form of the foregoing contract this 3rd day of July, 1941.

D. L. AULT City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of MALCOLM J. ROGERS as Curator of Anthropology of S. D. Museum; being Document No. 330923.

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

By Francis T. Fallon Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1941, 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 Eighteen and 80/100 Dollars (\$118.80) 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 Eighteen and 80/100 Dollars (\$118.80) 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, 1942.

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  
WALTER W. COOPER  
City Manager

MALCOLM F. FARMER  
Second Party

I hereby approve the form of the foregoing contract this 3d day of July, 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of MALCOLM F. FARMER as Archaeologist of S. D. Museum; being Document No. 330924.

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

By Francis T. Fadden Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree together as follows:

That beginning July 1, 1941, 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 Thirty-nine and No/100 Dollars (\$139.00) 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 Thirty-nine and No/100 Dollars (\$139.00) 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, 1941 and ending June 30, 1942.

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  
WALTER W. COOPER  
City Manager

JOHN DAVIDSON  
Second Party

I hereby approve the form of the foregoing contract this 3d day of July, 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of JOHN DAVIDSON as Curator of Junipero Serra Museum; being Document No. 330925.

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

By Francis T. Padden Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and SUMTER SMITH a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at Security Trust and Savings Bank - Fifth 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, 1941 and ending June 30, 1942.

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

SUMTER B. SMITH  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY That the above and foregoing is a full, true and correct copy of Contract covering Services of SUMTER SMITH as District Water Bill Collector. Being Document No. 330296.

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

By Francis T. Padden Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at First National Bank - 30th Avenue and University Avenue 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, 1941 and ending June 30, 1942.

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

HAROLD M. ROYLE  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of HAROLD M. ROYLE as District Water Bill Collector; being Document No. 330927.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Parker Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and ERNEST J. PARKER a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, 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-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, 1941 and ending June 30, 1942.

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

ERNEST J. PARKER  
Second Party.

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July 1941.

D. L. AULT  
City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of ERNEST J. PARKER as District Water Bill Collector; being Document No. 330928.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Parker Deputy.

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1941, 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. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1941, 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, 1941 and ending June 30, 1942.

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

FRANK KIMBALL  
Second Party.

I HEREBY APPROVE the form of the foregoing Contract this 2d day of July 1941.

D. L. AULT  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Services of FRANK KIMBALL as District Water Bill Collector; being Document No. 330929.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Jackson Deputy.

# LEASE

Between

All public bills for payment under this contract should include a reference to No. Nod-1977.

THE CITY OF SAN DIEGO  
and  
THE UNITED STATE OF AMERICA.

1. THIS LEASE, made and entered into this 28 day of May, in the year one thousand nine hundred and forty-one, 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, for its 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:

A portion of that certain building known as the Old City Jail, located on Second Avenue, between F and G Streets, in The City of San Diego, and being designated as No. 726 Second Avenue.

The portion of said building hereby leased is that portion shown outlined in red upon the blue print attached hereto and made a part of this lease.

To be used exclusively for the following purposes:

As a central venereal prophylactic station for the Navy, including the Marine Corps, and also the Army personnel.

3. TO HAVE AND TO HOLD the said premises, with their appurtenances, for the term beginning on the 30th day of June, 1941, and ending with the 30th day of June, 1942.

4. The Government shall not assign this lease in any event, nor sublet the demised premises, and will not permit the use of said premises by anyone 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) 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, 1946.

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: Nothing.

7. The Government shall pay the Lessor for the premises rent at the following rate: One Dollar (\$1.00) per year. Payments shall be made at the end of each 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 about 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 thirty (30) days before

the termination of the lease.

9. The Lessor shall not be required to make any improvements or repairs of any character whatsoever upon the leased premises; it being understood and agreed that the Government takes the leased premises in their present condition, and that such repairs there-to or improvements thereon as may from time to time be necessary to keep the same in good repair and tenantable condition shall be done at the expense of the Government. Provided, however, the Government shall not be required to repair or restore property damaged or des-troyed by Acts of God or other unavoidable casualty.

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 prem-ises 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.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

THE UNITED STATES OF AMERICA  
By W. B. WOODSON  
Judge Advocate General of the Navy  
By direction of the Secretary of the Navy  
(Official Title.

I hereby approve the form of the foregoing Lease, this 7th day of April, 1941.

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, A.D. 1941, before me, FRED W. SICK , a Notary Public in and for the County of San Diego, State of California, personally appeared WALTER W. COOPER, personally known to me to be the City Manager of The City of San Diego, and known to me to be the person who executed the foregoing instrument for and on behalf of The City of San Diego, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal in the County of San Diego, State of California, the day and year first hereinabove written.

FRED W. SICK  
Notary Public in and for the County  
of San Diego, State of California.  
(SEAL) My Commission Expires May 22, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with UNITED STATES OF AMERICA on old City Jail; being Document No. 330937.

FRED W. SICK  
City Clerk of the City of San Diego, California.  
By Francis T. Bacon Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, ERNEST E. AGNEW ARE, (IS) The Owner(s) of 3 176 Middletown  
(Owner's Name) (Lots 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 20 day of June, by ERNEST E. AGNEW that he will, for and in consideration of the permission granted agree to remove 18 feet of curb-ing on India Street adjacent to the above described property, bind himself to, and he here-by by these presents agree(s) 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.

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

ERNEST E. AGNEW  
(Owner's Signature)  
3731 India  
(Address)

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

On this 20th day of June, A. D. Nineteen Hundred and forty-one, before me, MARCIA KERNs a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ERNEST E. AGNEW 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)

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

RECORDED JUL 9, 1941, 26 min. past 3 P. M. in book 1196 at page 456 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.  
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 Ernest E. Agnew to City of San Diego; being Document No. 330212.

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

By Francis T. Fallon Deputy.

#### CONSENT TO SUBLEASE

THIS AGREEMENT, made and entered into this 29th day of May, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the "City", party of the first part, and the MISSION BEACH ROLLER COASTER COMPANY, a corporation, hereinafter designated as the "Company," or "Lessee," party of the second part, WITNESSETH:

THAT WHEREAS, the City did on or about the 16th day of April, 1940, lease and let to the Company certain lands within the boundaries of Mission Beach Amusement Center, to be used for the operation of a miniature railroad and roller coaster, for a period ending on October 31, 1945, which lands are more particularly described in Document No. 319977, filed in the office of the City Clerk of said City April 30, 1940; reference to which document is hereby made for further particulars; and

WHEREAS, said lease contains, among other things, the following provision:

"(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." and

WHEREAS, said Company has by "Petition for Right to Sublease, "dated March 26, 1941, made application to the Mayor and Council of The City of San Diego for permission to sublease to Wayne W. Dailard a portion of Parcel 1 of the lands described in said petition, being Document No. 327841, filed in the office of the City Clerk of said City on March 28, 1941, on which to conduct, operate and maintain certain amusement rides and concessions for a period of not to exceed the season of 1941; and

WHEREAS, Wayne W. Dailard, Warren Worcester and Curtis Coleman have by written lease (Document No. 321531, dated May 14, 1940, and filed July 9, 1940, in the office of the City Clerk of said City), leased from the City portions of Mission Beach Amusement Center for a period ending on May 28, 1942, for purposes therein described; reference to which lease is hereby made for further particulars; and

WHEREAS, the Mayor and City Council find it is to the best interests of the City to grant the petition of the Company to sublease portions of said Parcel 1 upon certain terms and considerations hereinafter more particularly set forth;

NOW, THEREFORE, it is mutually understood and agreed by and between the City and the Company that the Company is hereby given and granted permission to sublease to Wayne W. Dailard such parts and portions of said Parcel 1 as in said petition described, not now required for the operation and maintenance of the roller coaster and/or the miniature steam railroad, for a period from May 29th to and including the 30th day of November, 1941, upon the following express terms and conditions:

(a) The Company shall pay to the City, as compensation for the right and privilege to sublet to Wayne Dailard, an amount equal to forty per cent (40%) of the gross revenues and receipts of every nature received by the said Dailard in the operation of each and all of the amusement devices and concessions placed and operated on said Parcel No. 1.

The above revenues and receipts, as provided for herein, shall be independent of any commission or rentals received by the Coaster Company from the said Dailard in the operation of the concessions the subject of this "Consent to Sublease." Any revenues received by the Coaster Company from the said Dailard shall form no part of the revenues mentioned in that certain lease agreement between the City and the Coaster Company dated April 16, 1940.

(b) That said compensation shall be paid to the City at the time and/or times and in the manner as provided in Paragraph (1) of said Document No. 319977.

(c) That the Company shall abide by, faithfully perform and/or cause to be performed all the terms, conditions and provisions contained in said Document No. 319977, so far as the same shall apply to that portion sublet to Wayne W. Dailard, and the whole thereof, including the structures and/or concessions placed thereon by said Wayne W. Dailard; it being understood and agreed that the Company (designated as "Lessee" in said Document No. 319977) shall be directly responsible and obligated to the City for the conduct and operation of said subleased premises and for the consideration passing to the City for the use thereof the same as though the Company had never sublet the same, but had operated said premises under its contract with the City.

(d) In all instances where the designation "Lessee" appears in Document No. 319977 it shall mean "Company," as used in this instrument, and in all instances where the word "Company" appears in this instrument it shall mean "Lessee," as appears in said document. Wherever the term "Roller coaster," and/or "miniature railroad," and/or "miniature steam railroad," appears in said document, it shall mean structures and/or concessions as used in this agreement.

(e) The amount of liability insurance appearing in Paragraph 26 of said Document No. 319977 shall be \$5000.00 and \$10,000.00 limits for each ride or concession installed, instead of \$10,000.00 and \$50,000.00, so far as it applies to the concessions maintained on said subleased premises.

(f) That the execution of this permit agreement shall in no manner change, alter

or render unenforceable any of the terms and conditions of the agreement designated as Document No. 319977.

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 Mission Beach Roller Coaster Company 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 WALTER W. COOPER  
City Manager.

MISSION BEACH ROLLER COASTER COMPANY,

(SEAL)

By THOS. O. SCREPPS  
NELLIE DELIN

I hereby approve the form of the foregoing Agreement this 21st day of July, 1941.

D. L. AULT  
City Attorney

By H. B. DANIEL  
Asst. City Atty.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Consent to Sublease to Mission Beach Roller Coaster Company; being Document No. 330394.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, HARRY EPSTEN ARE, (IS) The Owner(s) of 4 24 Teralto  
(Owner's Name) (Lots 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 June, by HARRY EPSTEN that I will, for and in consideration of the permission granted to remove 20 feet of curbing on EL CAJON Street adjacent to the above described property, bind HARRY EPSTEN to, and I hereby by these presents agree(s) 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.

HARRY EPSTEN  
(Owner's Signature)  
400 B  
(Address)

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

On this 24 day of June, A. D. Nineteen Hundred and Forty-one, before me, L. I. McKINNEY a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared HARRY EPSTEN 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.

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

(SEAL)

My Commission Expires Sept. 13, 1944.

RECORDED JUL 9, 1941 26 min. past 3 P. M. in book 1196 at page 459 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.

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 Harry Epsten to City of San Diego; being Document No. 330518.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, STANDARD PROPERTIES, LTD. ARE, (IS) The Owner(s) of 6 75 Middle-  
(Owner's Name) (Lots Block Sub-  
town  
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 28th day of June 1941, by STANDARD PROPERTIES, LTD., that it will, for and in consideration of the permission granted it to remove 20 feet of curbing on KALMIA Street adjacent to the above described property, bind STANDARD PROPERTIES, LTD. to, and does hereby by these presents agree(s) 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 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 THE STANDARD PROPERTIES LTD., it's heirs 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.  
ALBERT DRYER Vice-Pres.  
(Owner's Signature)  
2368 Kettner Blvd., San Diego, Calif.  
(Address)

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

On this 28th day of June 1941, A.D. Nineteen Hundred and Forty One, before me, ESTHER DROMMERHAUSEN a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ALBERT DRYER 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 DROMMERHAUSEN  
Notary Public in and for the County of San Diego,  
State of California.

(SEAL)  
My Commission Expires Feb. 6, 1945.

RECORDED JUL. 9, 1941, 26 min. past 3 P.M. in book 1206 at page 356 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. 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 Standard Properties, Ltd., to City of San Diego; being Document No. 330519.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, JOHN A. and EVELYN SMITHSON, husband and wife, ARE The Owner(s) of  
(Owner's Name)  
Fotyy-four and forty-five Block "K" Montecello in the City of San Diego, County of San  
(Lots Block Subdivision)  
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 1941, by above said owners that they will for and in consideration of the permission granted to remove 10 feet of curbing on 50th St. adjacent to the above described property, bind to, and hereby by these presents agree(s) 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.

Said owners 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 A. SMITHSON  
(Owner's Signature)

EVELYN SMITHSON

4444 - 50th St. (Address)

STATE OF CALIFORNIA )  
 )SS.  
 COUNTY OF SAN DIEGO )

On this 27th day of June, A. D. Nineteen Hundred and forty-one 1941 before me, SIDNEY S. BLOCK a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JOHN A. SMITHSON and EVELYN SMITHSON known to me to be the persons described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

SIDNEY S. BLOCK  
 Notary Public in and for the County of  
 San Diego, State of California.  
 My Commission Expires April 16, 1944.

(SEAL)

RECORDED JUL 9, 1941, 26 min. past 3 P.M. in book 1206 at page 356 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. 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 John A. Smithson et ux to City of San Diego; being Document No.-330520.

FRED W. SICK  
 City Clerk of the City of San Diego, California  
 By Francis T. Fallon Deputy.

# CITY OF SAN DIEGO

## A G R E E M E N T

WHEREAS, ROY O. STEPHENS JR. (IS) The Owner(s) of 7 Unit #2 Kensington Heights  
 (Owner's Name) (Lots Block Subdivision)

Between Bedford & Middlesex  
 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 June, by ROY O. STEPHENS JR. that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on Canterbury Drive adjacent to the above described property, bind.....to, and he hereby by these presents agree (s) 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.

ROY O. STEPHENS JR. 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.

DR. ROY O. STEPHENS JR.  
 (Owner's Signature)

4220 El Cajon  
 (Address)

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

On this 30 day of June, 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 DR. ROY O. STEPHENS 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.

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

(SEAL)

My Commission Expires Dec. 2, 1944.

RECORDED JUL 9, 1941, 26 min. past 3 P. M. in book 1206 at page 357 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. 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 Durb Cutting Agreement from Roy O. Stephens, Jr. to City of San Diego; being Document No.-330521.

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

By Francis T. Fallon Deputy.



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.

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

(SEAL)  
My Commission Expires Nov. 10, 1943.

RECORDED JUL 9, 1941, 26 min. past 3 P. M. in book 1206 at page 358 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. 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 Jacob Schlammpp to City of San Diego; being Document No. 330523.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, CLARENCE M. SELWYN ARE, (IS) The Owner(s) of 424 Talmadge Park No. 3  
(Lots 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 26th day of June, by CLARENCE M. SELWYN  
that he will, for and in consideration of the permission granted him to remove 15 feet of  
curbing on 44th Street adjacent to the above described property, bind himself to, and does  
hereby by these presents agree(s) 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.

CLARENCE M. SELWYN 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.

CLARENCE M. SELWYN  
(Owner's Signature)  
3143 Hawthorn St.  
(Address)

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

On this 30th day of June, A. D. Nineteen Hundred and Forty-one (1941), before me,  
Ethel Jelinek a Notary Public in and for said County, residing therein, duly commissioned  
and sworn, personally appeared CLARENCE M. SELWYN known to me to be the person described in  
and whose name is subscribed to the within instrument, and acknowledged to me that he exe-  
cuted 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.

ETHEL JELINEK  
Notary Public in and for the County of San Diego,  
State of California.  
(SEAL)

My Commission Expires June 10, 1945.

RECORDED JUL 9, 1941, 26 min. past 3 P. M. in book 1206 at page 359 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. 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 Removal Agreement from Clarence M. Selwyn to City of San Diego; being Document No. -  
330562.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy.

## CITY OF SAN DIEGO

## A G R E E M E N T

41--42      WHEREAS, GUY L. and LESSIE I. NORMAND , Joint Tenants ARE (IS) The Owner(s) of  
(Lots      104      University Hts.      San Diego California  
and,      Block      Subdivision)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 July, by GUY L. and LESSIE I. NORMAND that we will, for and in consideration of the permission granted us to remove 10 feet of curbing on Arizona St. adjacent to the above described property, bind myself to, and we hereby by these presents agree (s) 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 my own expense and with no cost or obligation on the part of The City of San Diego.

GUY L. and LESSIE I. NORMAND further agree that this agreement shall be binding on his or 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.

LESSIE NORMAND  
(Owner's Signature)  
4358 - Arizona St.  
(Address)

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

On this 3rd day of July A. D. Nineteen Hundred and forty-one before me Eugene E. Engel a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared LESSIE NORMAND 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.

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

(SEAL)  
My Commission expires Dec. 8, 1944.

RECORDED JUL 9, 1941, 26 min. past 3 P. M. in book 1206 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. 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 Guy L. and Lessie I. Normand to City of San Diego; being Document No. 330604.

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

By Francis T. Patten Deputy.

## CITY OF SAN DIEGO

## A G R E E M E N T

WHEREAS, SAMUEL BROWN (IS) The Owner(s) of 21 - 22 65 SEAMAN CHOATES  
(Owner's Name) (Lots Block Subdivision)  
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 9th day of July, by .....that .....will, for and in consideration of the permission granted .....to remove 12 feet of curbing on 2236 29th St. adjacent to the above described property, bind himself to, and he hereby by these presents agree(s) to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs.....so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

He further 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.

SAMUEL BROWN  
(Owner's Signature)  
2236 29 St. San Diego  
(Address)

STATE OF CALIFORNIA)  
 )SS.  
 COUNTY OF SAN DIEGO)

On this 9th day of July, A. D. Nineteen Hundred and forty-one, before me, MARIE D. DUNNE a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared SAMUEL BROWN known to be 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.

MARIE D. DUNNE  
 Notary Public in and for the County of  
 San Diego, State of California (SEAL)  
 My Commission Expires July 17, 1941.

RECORDED JUL 18, 1941, 5 min. past 11 A.M. in book 1203 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.

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 Samuel Brown to City of San Diego; being Document No. 330684.

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

By Francis T. Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, OLGA GENC ARE, (IS) The Owner(s) of Portion of Lot 9 La Mesa Colony. 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 11 day of July, by OLGA GENC that she will, for and in consideration of the permission granted her to remove 25 feet of curbing on El Cajon Ave. adjacent to the above described property, bind herself to, and she hereby by these presents agree(s) 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.

OLGA GENC 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.

OLGA GENC  
 (Owner's Signature)  
 6293 El Cajon  
 (Address)

STATE OF CALIFORNIA)  
 )SS.  
 COUNTY OF SAN DIEGO)

On this 11th day of July, 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 OLGA GENC 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.

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

My Commission expires Sept. 10, 1944.

(SEAL)

RECORDED JUL 18, 1941, 5 min. past 11 A.M. in book 1200 at page 233 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 Curb Cutting Agreement from Olga Genc to City of San Diego; being Document No. 330803.

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

By Francis T. Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, LORIS M. FOSTER ARE, (IS) The Owner(s) of 325 Crown Point  
(Owner's Name) (Lots 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 14th day of July, by LORIS M. FOSTER that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Crown Point Drive adjacent to the above described property, bind himself to, and does hereby by these presents agree(s) 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.

LORIS M. FOSTER 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.

LORIS M. FOSTER  
(Owner's Signature)  
3428 Crown Point Dr.  
(Address)

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

On this 14th day of July, A. D. Nineteen Hundred and forty-one before me. MARK M. SAUNDERS a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared LORIS M. FOSTER 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 City, County of San Diego, State of California, the day and year in this certificate first above written.

MARK M. SAUNDERS  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires May 4, 1945.

(SEAL)

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1202 at page 305, of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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 Loris M. Foster to City of San Diego; being Document No. 330882.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Paten Deputy.

A G R E E M E N T

WHEREAS, A. W. BENHART and MARILDA F. BENHART are, the owners of that certain property described as Lot One Block "A" Subdivision CARMEL HEIGHTS EXTENSION 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 request so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 9th day of July, 1941, by A. W. BENHART and MARILDA F. BENHART that they will, for and in consideration of the permission granted them to remove 22 feet of curbing on Boudry 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.

MARILDA F. BENHART

A. W. BENHART  
(Owner's Name)  
3727 Redwood  
Address

STATE OF CALIFORNIA )  
 )ss  
COUNTY OF SAN DIEGO )

On this 9th day of July, A. D. Nineteen Hundred and Forty-one, before me, Lois J. Crowley a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. W. BENHART and MARILDA F. BENHART 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)

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

My commission expires February 14, 1945.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1202 at page 306 of Official  
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
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 A. W. & MARILDA L. BENHART to City of San Diego; being Document  
No. 330883.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION ARE, (IS) The Owner(s)  
(Owner's Name)  
of Lots 3 and 4 Block 7 First Addition to Braemar  
(Lots 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, THERE-  
FORE,

THIS AGREEMENT, signed and executed this 7th day of July, 1941, by the San Diego  
Federal Savings & Loan Assn. that it will, for and in consideration of the permission granted  
it to remove 10 feet of curbing on 825 Reed Street adjacent to the above described property,  
bind San Diego Federal Savings & Loan Association to, and it hereby by these presents agree(s)  
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.

SAN DIEGO FEDERAL SAVINGS & LOAN ASSN. further agrees that this agreement shall be  
binding on SAN DIEGO FEDERAL SAVINGS & LOAN ASSN., its heirs and assigns, and that any sale  
of the property therein mentioned and described shall be made subject to the condition and  
agreements herein named.

SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION  
By: A. B. JACKSON Treasurer  
(Owner's Signature)  
1027 Sixth Avenue, San Diego, California  
(Address)

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

On this 7th day of July 1941, before me, the undersigned a Notary Public, in and  
for said County and State, personally appeared A. B. JACKSON known to me to be the Treasurer  
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 the  
day and year in this certificate first above written.

(SEAL)  
VIRGINIA MILLS  
Notary Public in and for said County and State  
My Commission Expires March 19, 1944.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1202 at page 307 of Official  
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW  
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 San Diego Federal Savings & Loan Assn. to City of San Diego;  
being Document No. 330884.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, JOHN STEEL & J. WOODROW WILSON ARE (IS) The Owner(s) of 5 & 6 Blk 92  
(Owner's Name) (Lots Block  
Middletown  
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 15th day of July, by JOHN STEEL & J. WOODROW WILSON that we will, for and in consideration of the permission granted us to remove 30 feet of curbing on Kettner Blvd. adjacent to the above described property, bind ourselves to, and we hereby by these presents agree(s) 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.

JOHN STEEL J. WOODROW WILSON  
(Owner's Signature)  
2711 Kettner Blvd.  
(Address)

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

On this 15th day of July, A. D. Nineteen Hundred and forty one, before me MARK M. SAUNDERS a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared JOHN STEEL & J. WOODROW WILSON known to me to be the persons described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) MARK M. SAUNDERS  
Notary Public in and for the County of San Diego,  
State of California.  
My Commission expires May 4, 1945.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1202 at page 307, of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.  
C. JOHNSON  
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from John Steel & J. Woodrow Wilson to City of San Diego; being Document No. 330885.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, H. F. LANDT ARE (IS) The Owner(s) of Lots 1, 2 & 3, Block 106, Wonderland  
(Owner's Name) (Lots Block Subdivision)  
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 2nd day of July, 1941, by H. F. LANDT that he will, for and in consideration of the permission granted to remove 45 feet of curbing on Lotus Street adjacent to the above described property, bind myself to, and hereby by these presents agree (s) 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.

H. F. LANDT  
(Owner's Signature)  
715 - 4th Ave.  
(Address)

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

On this 2nd day of July, A. D. Nineteen Hundred and Forty-one before me, the under-  
signed a Notary Public in and for said County, residing therein, duly commissioned and sworn  
personally appeared H. F. LANDT 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 City of San Diego, County of San Diego, State of California, the day and year  
in this certificate first above written.

FRANCES R. MYERS,  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Feb. 21, 1944.

(SEAL)

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1202 at page 308 of Official  
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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. F. Landt to City of San Diego; being Document No. 330886.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Fatten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, WILLIAM P. BEER ARE, (IS) The Owner (s) of 2 6 Kensington 1  
(Owner's Name) (Lots Block Subdivision)  
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 25 day of June 1941, by myself that I will,  
for and in consideration of the permission granted me to remove 17 feet of curbing on Mid-  
dlesex Drive adjacent to the above described property, bind myself to, and I hereby by these  
presents agree(s) 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.

WM. P. BEER  
(Owner's Signature)  
5133 Canterbury Drive (cor. Middlesex Dr)  
(Address)

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

On this 25th day of June, A. D. Nineteen Hundred and forty one, before me, S. W.  
TIRRELL a Notary Public in and for said County, residing therein, duly commissioned and  
sworn, personally appeared WILLIAM P. BEER 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 cer-  
tificate first above written.

S. W. TIRRELL  
Notary Public in and for the County of San Diego,  
State of California.  
(SEAL)  
My Commission expires July 14, 1942.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1211 at page 220 of Official  
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.  
E. BRIEL  
Copyist County Recorder's Office, 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 P. Beer to City of San Diego; being Document No. 330900.

FRED W. SICK  
City Clerk of the City of San Diego, California  
BY Francis Fatten Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, C. M. HUGULEY ARE, (IS) The Owner(s) of K & L 129 Horton  
(Owner's Name) (Lots 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 25th day of June, by C. M. HUGULEY that I will, for and in consideration of the permission granted me to remove 30 feet of curbing on 13 & J St. adjacent to the above described property, bind me to, and I hereby by these presents agree(s) 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.

C. M. HUGULEY further agrees 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.

C. M. HUGULEY  
(Owner's Signature)  
1245 J St. San Diego, Calif.  
(Address)

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

On this 25 day of June, A. D., Nineteen Hundred and 41 before me, Lydia Porter a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. M. HUGULEY 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.

LYDIA PORTER  
Notary Public in and for the County of San Diego,  
State of California.  
(SEAL)

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1211 at page 234 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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

E. BRIEL  
Copyist County Recorder's Office, 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. M. Huguley to City of San Diego; being Document No. 330901.

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

By Francis Patton Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, STANDARD PROPERTIES, LTD. ARE, (IS) The Owner(s) of Lots 1 & 2 66  
(Owner's Name) (Lots Block Subdivision)  
Middletown  
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 17th day of July 1941, by STANDARD PROPERTIES, LTD. that it will, for and in consideration of the permission granted it to place 85 ft. of Parking on Kettner Blvd., adjacent to the above described property, bind STANDARD PROPERTIES, LTD. to, and does hereby by these presents agree(s) 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.

STANDARD PROPERTIES, LTD. further agrees that this agreement shall be binding on STANDARD PROPERTIES, LTD., 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.

STANDARD PROPERTIES, LTD.  
By Joseph E. Dryer President  
(Owner's Signature)  
2368 Kettner Blvd., San Diego, Calif.  
(Address)

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

On this 17th day of July, A. D. Nineteen Hundred and forty-one, before me, S. FRED LITTLER 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 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.

S. FRED LITTLER  
Notary Public in and for the County of San  
Diego, State of California  
(SEAL)

RECORDED JUL 22, 1941, 30 min. past 10 A. M. in book 1211 at page 235 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.  
E. BRIEL  
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Standard Properties Ltd. on Kettner Blvd. to City of San Diego; being Document No. 330986.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, MRS. GUSTAVE EHRENBERG and W. V. O'FARRELL ARE, (IS) The Owner(s) of  
#21 22 23 24 #195 City Heights Add. San Diego  
(Lots 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 30th day of June 1941, by The Above Parties that we will, for and in consideration of the permission granted us to remove 120 feet of curbing on Univ. Ave. & Boundary Street adjacent to the above described property, binding us to, and we hereby by these presents agree(s) 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.

MRS. GUSTAVE EHRENBERG  
510 Thorn St. San Diego  
  
W. V. O'FARRELL  
2403 F. St., San Diego, Calif.

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

On this 30th day of June, A. D. Nineteen Hundred and Forty-One, before me, WALTER P. JONES, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared MRS. GUSTAVE EHRENBERG & W. V. O'FARRELL 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.

WALTER P. JONES  
Notary Public in and for the County of San Diego,  
State of California.  
(SEAL) My Commission expires June 20, 1945.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1211 at page 237 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

I certify that I have correctly transcribed this document in above mentioned book.  
E. BRIEL  
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from MRS. GUSTAVE EHRENBERG & W. V. O'FARRELL on University & Boundary to City of San Diego; being Document No. 330987.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, CARLENE THILL (IS) The Owner(s) of 7 7 Gardner's Add.  
(Owner's Name) (Lots 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 15th day of July - 1941, by ..... that she will, for and in consideration of the permission granted.....to remove 12 feet of curbing on "B" Street adjacent to the above described property, bind herself to, and does hereby by these presents agree(s) 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.

CARLENE THILL 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.

CARLENE THILL  
(Owner's Signature)  
1201 - 15th St. San Diego  
(Address)

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

On this 15th day of July, A. D. Nineteen Hundred and forty-one, before me, A. M. GILBERT a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared CARLENE THILL known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

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

(SEAL)

My Commission expires Feb. 21, 1943.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1211, at page 238 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Carlene Thill on "B" St to City of San Diego; being Document No. 330988.

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

By Francis Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Geo. M. Foxworthy (IS) The Owner(s) of 15 E Point Loma Heights  
(Lots 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 21st day of July, by George M. Foxworthy that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on La Cresta St. adjacent to the above described property, bind himself to, and does hereby by these presents agree(s) 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.

GEORGE M. FOXWORTHY 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.

GEORGE M. FOXWORTHY  
(Owner's Signature)  
3794 Poe St.  
(Address)

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

On this 21st day of July, A. D. Nineteen Hundred and forty-one, before me, Mark M. Saunders a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared GEORGE M. FOXWORTHY 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 City, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

MARK M. SAUNDERS  
Notary Public in and for the County of San Diego, State of California.  
My Commission expires May 4, 1945.

RECORDED JUL 25, 1941, 50 min. past 9 A.M. in book 1198 at page 273 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.  
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 Geo. M. Foxworthy to City of San Diego; being Document No. - 331070.

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

By Francis Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, GILMORE OIL CO., ARE (IS) The Owner(s) of 19 - 20 - 21 - 22 Blk 101  
(Lots Block  
University Heights, 2104 El Cajon Blvd.  
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 17 day of July, by GILMORE OIL CO. that they will, for and in consideration of the permission granted to remove 60 feet of curbing

30  
on El Cajon Street adjacent to the above described property, bind to, and.....hereby by Alabama  
these presents agree(s) 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 their 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  
(Owner's Signature)  
2423 E. 28th St.  
Los Angeles.

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

On this 17th day of July, A.D. Nineteen Hundred and forty-One before me, Patrick T. Dooley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George L. Alton 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 writtan.

(SEAL)

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

RECORDED JUL 25, 1941, 53 min. past 9 A.M. in book 1213 at page 152 of Official Records, San Diego, 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.  
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 Gilmore Oil Company to City of Sn Diego; being Document No. - 331080.

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

By Francis Patten Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, DURWORD L. GARNER ARE, (IS) The Owner(s) of 20 & 21 17 La Mesa Col-  
(Owner's Name) (Lots Block Subdivision)

ony  
and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 July 41, by Durword L. Garner that he will, for and in consideration of the permission granted him to remove 36 feet of curbing on El Cajon Blvd. adjacent to the above described property, bind himself to, and he hereby by these presents agree(s) 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.

DURWORD L. GARNER  
D. L. GARNER  
(Owner's Signature)  
7232 El Cajon Blvd.

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

On this 7th day of July, A. D. Nineteen Hundred and forty-one, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Durward L. Garner known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

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

(SEAL)

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1218 at page 93 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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 Durward L. Garner to City of San Diego; being Document No. - 330887.

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

By Francis Fatten Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, W. H. GAGE and NELLIE J. GAGE ARE, (IS) The Owner(s) of Lots 17-18  
(Owner's Name) (Lots

Block 21 of Ocean Beach  
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 9th day of July, by W. H. GAGE and NELLIE J. GAGE that they will, for and in consideration of the permission granted them to remove 10 feet of curbing on Santa Cruz Ave. adjacent to the above described property, bind themselves to, and they hereby by these presents agree(s) 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.

W. H. GAGE and NELLIE J. GAGE 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.

W. H. GAGE NELLIE J. GAGE  
(Owner's Signature)  
4635 Saratoga Ave. Ocean Beach

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

On this 9th day of July, A.D. Nineteen Hundred and forty-one, before me, James T.

Morris Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. H. GAGE and NELLIE J. GAGE 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)

JAMES T. MORRIS JR.  
Notary Public in and for the County of San Diego, State of California.  
My Commission expires March 27, 1945.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1218 at page 93 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 Glen L. Straw  
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 W. H. GAGE and NELLIE J. GAGE to City of San Diego; being Document No. 330888.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, MARY E. HOPKINS ARE, (IS) The Owner(s) of 2 D Cabrillo Terrace  
(Owner's Name) (Lots Block Subdivision)  
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 27th day of June 1941, by Mary E. Hopkins that she will, for and in consideration of the permission granted her to build approx. 18 lin. ft. of concrete ramp on Hill Street adjacent to the above described property, bind herself to, and does hereby by these presents agree(s) to, remove said ramp constructed in pursuance hereto, 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 does further agree that this agreement shall be binding on her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MARY E. HOPKINS  
(Owner's Signature)  
Box 523, Pt. Loma Sta.,  
San Diego, Calif.

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

On this 1st day of July, A. D. Nineteen Hundred and forty-one before me, L. H. VOELTZEL a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared MARY E. HOPKINS 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 JUL 22, 1941, 30 min. past 10 A.M. in book 1218 at page 96 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 Glen L. Straw  
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 E. Hopkins to City of San Diego; being Document No. 330889.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, MRS. ROSE G. SCHWEIZER ARE, (IS) The Owner(s) of 7 W 5' of 6 35  
(Owner's Name) (Lots) Block  
West End Division  
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 8th day of July, 1941, by MRS. ROSE G. SCHWEIZER that she will, for and in consideration of the permission granted her to remove 19 feet of curbing on UPAS STREET adjacent to the above described property, binds herself to, and does hereby by these presents agree(s) 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 does further agree that this agreement shall be binding on her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MRS. ROSE G. SCHWEIZER  
(Owner's Signature)  
3552 32d St., San Diego, Cal.

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

On this 8 day of July, A.D. Nineteen Hundred and Forty-one, before me, FRANCIS VALLEAU a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared MRS. ROSE G. SCHWEIZER 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.

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

(SEAL)

My Commission Expires June 23, 1944.

RECORDED JUL 22 1941, 30 min. past 10 A.M. in book 1218 at page 97 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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 ROSE G. SCHWEIZER to City of San Diego; being Document No. - 330890.

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

By Francis Valleau Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, LEE WAYMIRE ARE, (IS) The Owner(s) of E. 23 of 28 - 29 B - 2  
(owner's Name) (Lots) Block  
Nordica Heights  
(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 July, by LEE WAYMIRE that I will, for and in consideration of the permission granted me to remove 15 feet of curbing on MARINE VIEW AVE. adjacent to the above described property, bind myself to, and I hereby by these presents agree(s) 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.

LEE WAYMIRE further agrees that this agreement shall be binding on myself and 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.

LEE WAYMIRE  
(Owner's Signature)  
3930 Marine View Ave.  
(Address)

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

On this 9th day of July, A. D. Nineteen Hundred and forty-one before me, MARK M. SAUNDERS, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared LEE WAYMIRE 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.

(SEAL)

MARK M. SAUNDERS  
Notary Public in and for the County of San Diego, State of California  
My Commission Expires May 4, 1945.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1224 at page 8 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from LEE WAYMIRE to City of San Diego; being Document No. 330891.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, MRS. ROSALIE S. JACOBY (IS) The Owner of 9 & 10 6 Bayside Country  
(Owner's Name) (Lots Block Subdivision)

Club Estate  
and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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, 1941, by MRS. ROSALIE S. JACOBY that she will, for and in consideration of the permission granted her to remove 60 feet of curbing on Lytton St. adjacent to the above described property, binds herself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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

ROSALIE S. JACOBY  
(Owner's Signature)  
315 No. June St. Los Angeles,

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

On this 11th day of July, A.D. Nineteen Hundred and 41, before me. RAYMOND C. PARKER a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ROSALIE S. JACOBY 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 Balboa, County of Orange, State of California, the day and year in this certificate first above written.

(SEAL)

RAYMOND C. PARKER  
Notary Public in and for the County of Orange,  
State of California  
My Commission Expires May 26, 1942.

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1224 at page 9 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from ROSALIE S. JACOBY to City of San Diego; being Document No. 330892.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, A. L. FREY, ARE, (IS) The Owner(s) of Lots A and B in Block 94, of Hor-  
ton's Addition to the City of San Diego, County of San Diego, State of California.  
(Owner's Name) (Lots Block 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 1st day of July, 1941, by A. L. FREY that he will, for and in consideration of the permission granted me to remove 55 feet of curbing on Third Street and 60 feet of curbing on Market Street adjacent to the above described property, bind myself, my heirs and assigns, to, and I hereby by these presents agree(s) 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, A. L. FREY, 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.

A. L. FREY  
(Owner's Signature)  
2684 "C" Street, San Diego, Calif.  
(Address)

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

On this 1st day of July, A. D. Nineteen Hundred and forty-one before me, H. S. BELL a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. L. FREY known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

H. S. BELL  
Notary Public in and for the County of San Diego, State of California  
My Commission Expires Jan. 30, 1944.

RECORDED JUL 22 1941 30 min. past 10 A.M. in book 1224 at page 9 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

K. YOUNG  
Copyist County Recorder's Office, 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.L. Frey; being Document No. 330893.

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

By *Francis Patton* Deputy

ts Lot 1-3 Block 207

f the ordinances of The  
the installation of  
e City to replace any  
ouncil; NOW, THEREFORE,  
1941, by ISADORE TEACH-  
ne, to remove 12 feet of  
nd me to, and I hereby  
ance hereto, and to re-  
ts me so to do, and  
the part of The City of  
adore Teacher, his heirs  
described shall be made

subject to the condition and agreements herein named.

ISADORE TEACHER  
(Owner's Name)  
416 So. Title Bldg.,  
San Diego, California  
Address.

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

On this 23 day of June, A.D. Nineteen Hundred and Forty-one, before me, ALICE M. LAMPLUGH a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ISADORE TEACHER known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

ALICE M. LAMPLUGH  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Dec. 4, 1944.

(SEAL)

RECORDED JUL 22, 1941, 30 min. past 10 A.M. in book 1224 at page 1 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
K. Young  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Isadore Teacher to City of San Diego; being Document No. 330894.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, MOTOR FUELS LTD. Lessee ARE, (IS) The Lessee(s) of 19 & 20 46  
(Owner's Name) (Lots Block  
W. P. Herbert City of San Diego, California  
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 24th day of June, 1941, by MOTOR FUELS LTD. that they will, for and in consideration of the permission granted to remove 15 feet of curbing on El Cajon Blvd. adjacent to the above described property, bind MOTOR FUELS LTD. to, and do hereby by these presents agree (s) 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.

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

LEO RUPARD MGR.  
(Mgr. Signature)  
1500 Cleveland Ave.,  
National City

STATE OF CALIFORNIA, )  
COUNTY OF SAN DIEGO ) SS

On this 25th day of June, A. D. Nineteen Hundred and forty-one, before me Y. A. JACQUES a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared LEO RUPARD 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) Y. A. JACQUES  
Notary Public in and for the County of San Diego,  
State of California

RECORDED JUL 22 1941, 30 min. past 9 A.M. in book 1224 at page 1 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
K. Young  
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from MOTOR FUELS LTD. to City of San Diego; being Document No. - 330899.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, H. D. STRAWMAN ARE, (IS) The Owner(s) of Lot 163, Kensington Heights #2  
(Owner's Name) (Lots 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 21st day of July, 1941, by H. D. STRAWMAN that he will, for and in consideration of the permission granted to remove 18 feet of curbing on Hilldale Street adjacent to the above described property, bind myself to, and do hereby by these presents agree (s) 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, H. D. STRAWMAN 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.

H. D. STRAWMAN  
(Owner's Signature)  
4185 Hilldale Rd.  
San Diego

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

On this 21st day of July, 1941, A. D. Nineteen Hundred and forty-one, before me, Frances R. Myers a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. D. STRAWMAN 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.

FRANCES R. MEYERS  
Notary Public in and for the County of San Diego,  
State of California  
My Commission Expires Feb. 21, 1944.

(SEAL)

RECORDED JUL 25, 1941, 51 min. past 9 A.M. in book 1211 at page 317 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.

E. BRIEL  
Copyist County Recorder's Office, 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. D. STRAWMAN to City of San Diego; being Document No. 331071.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, LUDIE FRANK MILLS (IS) The Owner of 40 & 41 98 Univ. Hts. Addition  
(Owner's Name) (Lots 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 21 day of July, 1941, by LUDIE FRANK MILLS that she will, for and in consideration of the permission granted her to remove 12 feet of curbing on 4368 Georgia St. adjacent to the above described property, binds LUDIE FRANK MILLS to, and she hereby by these presents agree(s) 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.

LUDIE FRANK MILLS 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 conditions and agreements herein named.

LUDIE FRANK MILLS  
(Owner's Signature)  
4368 Georgia St. San Diego, Calif.  
(Address)

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

On this 21st day of July, A. D. Nineteen Hundred and Forty-one (1941) before me, Albert L. Griffiths a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared LUDIE FRANK MILLS 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.

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

(SEAL)

RECORDED JUL 25, 1941, 52 min. past 9 A.M. in book 1211 at page 310 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.

E. BRIEL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from LUDIE FRANK MILLS to City of San Diego; being Document No. 331072.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy.

#### A G R E E M E N T

THIS AGREEMENT, made and entered into this 23rd day of July, 1941, 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 available city premises, or some other suitable location owned by the city, when necessary to hold 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 or the City Veterinarian.

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.

VIII.

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 Nine Thousand Two Hundred Fifty Dollars (\$9,250.00), as allowed in the Annual Appropriation Ordinance of said City, payable as follows: In twelve equal monthly installments. Such 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. It being understood and agreed that in case any part, or all of The City of San Diego, is at any time during the life of this contract, put under a quarantine because of a rabies outbreak either by said City or by the State, that the society shall receive extra compensation to cover the cost of any extra work in connection with such quarantine, such compensation to be arrived at through mutual negotiations between said society and the proper officials of said city.

IX.

That this agreement shall continue in force from and after its execution to and including June 30, 1942. 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: WALTER W. COOPER

City Manager.

ATTEST: (MRS.) M. R. LYONS  
Secretary.

THE CITY OF SAN DIEGO  
By ALEX M. LESUM MD  
Director of Public Health.

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

I hereby approve the form of the foregoing Agreement this 23d day of July, 1941.

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 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 24, 1941.

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of General Fund (Health Dept.)  
Not to exceed \$9250.00.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S. D. Humane Society; being Document No. 331088.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy.

A G R E E M E N T

This Agreement, made this 1st day of July, 1941, by and between the City of San Diego, a municipal corporation, and the San Diego Humane Society for the Prevention of Cruelty to Children and Animals, WITNESSETH:

The San Diego Humane Society agrees to remove all dead animals from their shelter to the City of San Diego's disposal plant.

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, 1942, unless terminated by the giving of thirty (30) day's written notice by either party.

SAN DIEGO HUMANE SOCIETY  
By MRS. W. R. B. PRENTICE  
President

ATTEST: (MRS) M. R. LYONS  
Secretary.

CITY OF SAN DIEGO  
WALTER W. COOPER  
City Manager

APPROVED;  
F. M. LOCKWOOD  
Purchasing Agent.

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. 331089.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Francis Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That GLENN PEARSON, doing business as PEARSON 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 SIX HUNDRED FOURTEEN Dollars (\$1614.00), 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, 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:

- 6 - Special Ford six-cylinder coupes and
- 2 - Special Ford six-cylinder four-door sedans,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: PEARSON MOTOR COMPANY Principal.  
GLEN PEARSON

ATTEST:

MARYLAND CASUALTY COMPANY  
 Surety. (SEAL)  
 By (V. WANKOWSKI) Its Attorney-in-Fact.

I hereby approve the form of the within Bond, this 24th day of July, 1941.

D. L. AULT  
 City Attorney.

By H. B. DANIEL  
 Asst. City Attorney.

I hereby approve the foregoing bond this 24th day of July, 1941.

WALTER W. COOPER  
 City Manager.

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

On this 24th day of July, 1941, 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 V. WANKOWSKI 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 V. WANKOWSKI 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

Notary Public, in and for said County and State.  
 My Commission Expires Jan. 9, 1945.

(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 24th day of July 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 GLENN PEARSON, doing business as PEARSON 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:

- 6 - Special Ford six-cylinder coupes and
- 2 - Special Ford six-cylinder four-door sedans,  
 in accordance with the specifications therefor  
 on file in the office of the City Clerk of  
 said City under Document No. 329827.

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

6 - Special Ford coupes	@ \$768.70 ea	
Plus Cal. State Sales Tax	23.06 "	\$4,750.56
2 - Special Ford 4-door sedans	@ \$826.92 ea	
Plus Cal. State Sales Tax	24.81 "	\$1,703.46

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 August, 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:

Six Thousand Four Hundred Fifty-four and 02/100 Dollars (\$6,454.02),  
 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 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. 74520 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.

ATTEST: PEARSON MOTOR COMPANY  
GLENN PEARSON Contractor.

I hereby approve the form of the foregoing contract, this 24th day of July, 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 PEARSON MOTOR CO. for 6 coupes and 2 sedans; being Document No. 331109.

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

By F. W. Sick Deputy.

KNOW ALL MEN BY THESE PRESENTS, That ADDRESSOGRAPH-MULTIGRAPH 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 FIVE HUNDRED THIRTEEN Dollars (\$1,513.00), 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 18th day of July, 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 - Model 3700 - B Addressograph;

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. P. TYLER  
Assistant Secretary

(SEAL)

ADDRESSOGRAPH-MULTIGRAPH CORPORATION  
C. R. BATTIN Principal  
Vice-President

UNITED STATES FIDELITY AND GUARANTY COMPANY  
Surety.

By R. N. MITCHELL Attorney-in-fact (SEAL)

(SEAL)

I hereby approve the form of the within Bond, this 25th day of July, 1941.

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

I hereby approve the foregoing bond this 25th day of July 1941.

WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.

On this 24th day of JULY in the year one thousand nine hundred and FORTY ONE, before me, D. S. ZENZ a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. VICTOR VENBERG, known to me to be the duly authorized Attorney-in-fact of the UNITED STATES FIDELITY AND GUARANTY COMPANY, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said R. VICTOR VENBERG duly acknowledged to me that he subscribed the name of the UNITED STATES FIDELITY AND GUARANTY COMPANY THERETO as Surety and his own name as Attorney-in-fact.

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

D. S. ZENZ  
Notary Public in and for San Diego County, State  
of California (SEAL)  
My Commission expires June 6, 1945.

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, 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 ADDRESSOGRAPH-MULTIGRAPH 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 3700-B addressograph equipped with cutoff, dater, light, outboard bearing, paper roll shaft assembly, supply cabinet, one original and one duplicate front printer nickelplate; in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 330020.

Delivery within nine (9) months from receipt of contract with complete specifications; PROVIDED, however, that contractor will not be held liable for failure to make delivery because of inability to secure raw materials due to shortages, governmental priority regulations, conscription of plant, strikes, acts of war or any other causes beyond its control.

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

Dollars  
Six Thousand Forty-nine and 70/100 (\$6049.70).  
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:

Six Thousand Forty-nine and 70/100 Dollars (\$6049.70),

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 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. - 74578 of the Council authorizing such execution, and the contractor has 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

ATTEST;  
A. P. TYLER  
(SEAL) Assistant Secretary

ADDRESSOGRAPH-MULTIGRAPH CORPORATION,  
C. R. BATTIN Contractor  
Vice-President

I hereby approve the form of the foregoing contract, this 25th day of July, 1941.

D. L. AULT  
City Attorney

By H. B. DANIEL  
Asst. City Attorney.

STATE OF ILLINOIS )  
 )SS  
COUNTY OF COOK )

I, E. THOMPSON a Notary Public in and for the County and State aforesaid, do hereby certify that R. N. MITCHELL attorneys-in-fact of the United States Fidelity and Guaranty Company, who are personally known to me to be the same persons whose names are subscribed in the foregoing instrument, as such Attorneys-in-fact, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument of writing as their free and voluntary act, and as the free and voluntary act of the said United States Fidelity and Guaranty Company for the uses and purposes therein set forth and caused the corporate seal of the said Company to be thereto attached.

Given under my hand and Notarial seal this 18th day of July, A.D. 1941.  
(SEAL) E. THOMPSON  
My Commission expires January 16th, 1945 Notary Public

GENERAL POWER OF ATTORNEY  
No. 57049

KNOW ALL MEN BY THESE PRESENTS:

That the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint W. O. SCHILLING, EDW. J. PTACEK, W. S. LANE, D. T. HARPER, RAYMOND WALSH, EDMOND J. MORONEY, A. L. VALENTINE, N. FREEMAN, R. N. MITCHELL, HAROLD B. KELLY, KENNETH MERTZ, W. J. JEFFERY and JOS. H. LAWSON of the City of Chicago, State of Illinois its true and lawful attorneys for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever anyone of the said W.O. Schilling and the said Edw. J. Ptacek and the said W.S. Lane and the said D.T. Harper and the said Raymond Walsh and the said Edmond J. Moroney and the said A. L. Valentine and the said N. Freeman and the said R. N. Mitchell and the said Harold B. Kelly and the said Kenneth Mertz and the said W. J. Jeffery and the said Jos. H. Lawson may lawfully do in the premises by virtue of these presents.

IN WITNESS WHEREOF, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 16th day of June, A.D. 1941.

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Sidney Hall

Vice-President

(SEAL)

(Signed)

J. E. Gittings

(SEAL)

Assistant Secretary

STATE OF MARYLAND)

) ss:

BALTIMORE CITY, )

On this 16th day of June, A.D. 1941, before me personally came Sidney Hall, Vice President of the United States Fidelity And Guaranty Company and J. E. Gittings, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Sidney Hall and J. E. Gittings were respectively the Vice-president and the Assistant Secretary of the said United States Fidelity and Guaranty Company, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first Monday in May, A.D. 1943.

(SEAL)

(Signed)

DOROTHY S. DREXEL

Notary Public.

STATE OF MARYLAND)

) Sct.

BALTIMORE CITY )

I, M. LUTHER PITTMAN, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Dorothy S. Drexel, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 16th day of June, A.D. 1941.

(SEAL)

(Signed)

M. LUTHER PITTMAN

Clerk of the Superior Court of  
Baltimore City.

COPY OF RESOLUTION

THAT WHEREAS, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

THEREFORE, BE IT RESOLVED; that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

ALSO, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion, of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, W. E. MOORE, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to W. O. Schilling, Edw. J. Ptacek, W. S. Lane, D. T. Harper, Raymond Walsh, Edmond J. Moroney, A. L. Valentine, N. Freeman, R. N. Mitchell,

Harold B. Kelly, Kenneth Mertz, W.J. Jeffery and Jos. H. Lawson of Chicago, Illinois, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY this 18th day of July, 1941.

W. E. MOORE  
Assistant Secretary (SEAL)

(Certified Copy)  
GENERAL POWER OF ATTORNEY  
No. 56064

KNOW ALL MEN BY THESE PRESENTS:

That the UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint R. VICTOR VENBERG of the City of San Diego, State of California its true and lawful attorney in and for the State of California, for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said R. VICTOR VENBERG may lawfully do in the premises by virtue of these presents.

IN WITNESS WHEREOF, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of January, A. D. 1940.

UNITED STATES FIDELITY AND GUARANTY COMPANY  
(Signed) By M. BARRATT WALKER  
Vice-President (SEAL)

(SEAL)

(Signed) J. E. GITTINGS  
Assistant Secretary

STATE OF MARYLAND )  
 ) ss.  
BALTIMORE CITY, )

On this 24th day of January, A.D. 1940, before me personally came M. Barratt Walker, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Gittings, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said M. Barratt Walker and J. E. Gittings were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My Commission expires the first Monday in May A.D. 1941

(Signed) DOROTHY S. DREXEL  
(SEAL) Notary Public

STATE OF MARYLAND, )  
 ) Sct.  
BALTIMORE CITY, )

I, M. LUTHER PITTMAN, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Dorothy S. Drexel, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

IN TESTIMONY WHEREOF, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of January, A.D. 1940.

(Signed) M. LUTHER PITTMAN  
(SEAL) Clerk of the Superior Court of  
Baltimore City.

#### Copy of Resolution

THAT WHEREAS, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

THEREFORE, BE IT RESOLVED, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

ALSO, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or

Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, NORMAN C. KEYES, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to R. VICTOR VENBERG, of San Diego, California, authorizing and empowering him to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

IN TESTIMONY WHEREOF, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY this 14th day of April, 1941.

NORMAN C. KEYES  
Assistant Secretary.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with ADDRESSOGRAPH-MULTIGRAPH CORP; being Document No. 331113.

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

By Francis Patton Deputy.

#### B O N D

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 24th day of July, 1941.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal on the 28th day of July, 1941, 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, 1941, and ending on the 31st day of July, 1943, 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.

ATTEST:  
NETHEL SVEDIN

ATTEST:  
B. C. FOTLAND

UNION-TRIBUNE PUBLISHING CO.  
Principal. (SEAL)

By W. J. SCHNEIDER  
Comptroller

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK  
Surety

By DONALD B. GOLDSMITH

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss

On this 24th day of July in the year One Thousand Nine Hundred and Forty-one 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) ZELDA B. MELANCON  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires Mar. 12, 1942

I hereby approve the form of the within bond this 28 day of July, 1941.

WILLIAM H. MACOMBER  
Deputy City Attorney

I hereby approve the foregoing bond this 28th day of July, 1941.

WALTER W. COOPER  
City Manager.

# C O N T R A C T

THIS AGREEMENT, made and entered into this 28th day of July, A.D. 1941, 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, 1941, and ending with the 31st day of July, 1943, 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, twenty-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, 1941, to and including the 31st day of July, 1943.

It is further agreed that should any advertising be unfinished on the 31st day of July, 1943, 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 Comptroller, and the execution thereof to be attested by its Cashier, 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. 74686, the day and year first hereinabove written.

UNION-TRIBUNE PUBLISHING CO. (SEAL)  
By W. J. SCHNEIDER  
Comptroller

ATTEST;  
NETHEL SVEDIN

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

I hereby approve the form of the foregoing contract, this 28 day of July, 1941.

WILLIAM H. MACOMBER  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Union-Tribune Publishing Co. for Official Advertising for 1941-1943; being Document No. 331149.

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

By Francis Patten Deputy.

## UNDERTAKING FOR STREET LIGHTING.

San Diego 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 SEVEN THOUSAND FIVE HUNDRED SEVENTY-FIVE DOLLARS (\$7,575.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of July, 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 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. 73736, adopted by the Council on March 25, 1941, 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. V. 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 R. B. HILL  
Resident Vice-President  
Surety

I hereby approve the form of the foregoing Undertaking this 24 day of July, 1941.

Total amount of premium charged, \$75.00

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. 74549 passed and adopted on the 1st day of July, 1941, require and fix the sum of \$7,575.00 as the penal sum of the foregoing Undertaking.

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

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

On this 18th day of July, 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 R. B. HILL, 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

CONTRACT FOR STREET LIGHTING.  
San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 29th day of July, 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:

- 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, 1941, to-wit, to and including June 30, 1942.

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 16, 1941, 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 Thousand Two Hundred Ninety-six and 88/100 Dollars (\$30,296.88) 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 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 Thousand Two Hundred Ninety-six and 88/100 Dollars (\$30,296.88) 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 Thousand Two Hundred Ninety-six and 88/100 Dollars (\$30,296.88).

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 GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY  
Vice-Pres.

ATTEST:  
J. V. CANNON  
(SEAL) Secretary

THE CITY OF SAN DIEGO  
By P. J. BENBOUGH  
FRED W. SIMPSON  
PAUL HARTLEY  
ERNEST BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council.

(SEAL)  
ATTEST:  
FRED W. SICK  
City Clerk  
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 24 day of July, 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 San Diego Lighting Dist. #1; being Document No. 331150.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

#### AGREEMENT AND LEASE.

THIS AGREEMENT, made and entered into this 28th day of July, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation (hereinafter referred to as the City), and CONSOLIDATED AIRCRAFT CORPORATION, a Delaware corporation having its principal offices located at San Diego, California (hereinafter referred to as Consolidated), WITNESSETH:

THAT WHEREAS, Consolidated is engaged in the manufacture of aircraft for the United States Government which are vitally needed for National Defense, and in such manufacturing process is custodian for aircraft materials and aircraft equipment in substantial quantities and of substantial dollar value, title to which rests in the United States Government; and

WHEREAS, Consolidated under its agreements with the United States Government to manufacture aircraft for National Defense and as custodian of such Government-owned equipment and materials, is required to furnish police protection for its entire plant and all of the materials and operations conducted therein; and

WHEREAS, it is the desire of both Consolidated and the City that such police protection operate in close co-operation with the Police Department of City, which co-operation is now being effected to the mutual satisfaction of both parties; and

WHEREAS, it is agreed by both Consolidated and City that it is desirable for Consolidated to have available two portable mobile radio units which shall operate as units in the Police Department radio system of City so as to secure further co-operation between the police protection provided by Consolidated and the Police Department of City; NOW, THEREFORE:

(1) It is agreed that Consolidated shall lease to City for the term of this agreement the following described portable mobile radio equipment:

2 Units - #10 UBX Link Ultra High Frequency Transmitter Complete D. C.

(2) It is agreed that the City shall make every reasonable effort to keep in force the necessary licensing arrangements for the operation of this equipment as units of its Police Radio system.

(3) It is agreed that City shall have absolute control over these units, both as to physical operation and service conducted.

(4) The City hereby assumes no liability for loss or damage sustained by either persons or property by reason of the use, operation or maintenance of said radio equipment, and the Consolidated hereby agrees to indemnify and save the City harmless against all damages arising directly or indirectly through the use, operation or maintenance of said radio equipment.

(5) It is agreed that these units shall in general be utilized as directed by Consolidated, and that in such utilization they may be operated by properly licensed personnel in the police protection department of Consolidated, but that this provision shall in no way limit the right of City to exercise absolute control over the operation or service of such units as required by the licensing provisions of the Federal Communication Commission.

(6) It is agreed by Consolidated that any units operated by it, either as principal, agent, servant or employee, shall be operated in strict accordance with the orders, rules and directions of the Radio Dispatcher of the Police Department of The City of San Diego.

(7) The terms of this agreement and the lease made hereunder shall run for a period not to exceed five (5) years from date hereof, except that it may be cancelled by City at any time and without advance notice to Consolidated, or by Consolidated on ten days notice to City. In the event of cancellation by either of the foregoing methods, or on expiration of the term hereof, any right to use these units under any form of license which the City may have secured for the operation of the units as part of the Police radio system shall immediately cease.

IN WITNESS WHEREOF, the parties hereto have caused triplicate originals of this instrument to be signed by their respective officers or representatives thereunto duly authorized the day and year first above written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

CONSOLIDATED AIRCRAFT CORPORATION  
By C. T. LEIGH  
Vice President

(SEAL)

ATTEST:  
R. H. STANBERRY  
Secretary

I hereby approve the form of the foregoing Agreement and Lease this 16 day of July, 1941.

DAYTON L. AULT  
City Attorney

By WILLIAM H. MACOMBER  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement & Lease with Consolidated Aircraft Corp.; being Document No. 331179.

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

By Francis P. Brown 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 FOUR THOUSAND SEVENTY-TWO DOLLARS, (\$4,072.00), 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 26th day of July, 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

2 - 1-1/2 ton Studebaker Model M-16 truck chassis and cabs  
8 - White Model WA-14 truck chassis and 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.

(SEAL)

ATTEST:  
B. P. SMITH  
Treas.

J. R. TOWNSEND COMPANY, INC.  
J. R. TOWNSEND Principal.  
Pres.

GREAT AMERICAN INDEMNITY COMPANY  
Surety.

By L. DOSTER  
By E. K. JAMES  
Attorneys-in-fact (SEAL)

I hereby approve the form of the within Bond, this 29th day of July, 1941.

H. B. DANIEL  
Acting City Attorney.

I hereby approve the foregoing bond this 29th day of July, 1941.

WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA )  
County of San Diego ) ss.

On this 26th day of July 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  
My Commission will expires 1-12-42 Notary Public in and for the County of San Diego, 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 29th day of July, 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., 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 - 1-1/2 ton Studebaker Model M-16 truck chassis and cabs
- 8 - White Model WA -14 truck chassis and cabs,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 330453.

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

2 - 1-1/2 ton Studebaker Model M-16 truck chassis and cabs	@ \$1,241.15 ea	\$ 2,482.30
8 - White Model WA-14 truck chassis and cabs	@ \$1,725.25 ea	13,802.00

Said prices include 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 1 day of October, 1941. Subject to Government priority. Board changing factory schedules.

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:

SIXTEEN THOUSAND TWO HUNDRED EIGHTY-FOUR AND 30/100 DOLLARS (\$16,284.30), 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. 74674 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.

(SEAL)  
ATTEST:  
B. P. SMITH, Treas.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

J. R. TOWNSEND COMPANY, INC.-Contractor  
J. R. TOWNSEND Pres.

I hereby approve the form of the foregoing contract, this 29 day of July, 1941.

H. B. DANIEL  
Acting City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. R. Townsend, Inc. for Ten Trucks; being Document No. 331282.

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

By Francis Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That ELMER L. WEBB and ROY C. WEBB, doing business as WEBB BROS., LTD., 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 ONE THOUSAND THREE HUNDRED SIXTY DOLLARS (\$1,360.00), 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 26th day of July, 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 to said City:

2 - Allis -Chalmers Industrial 1/2 yard tractor loaders, 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:

MARY E. KATHEISER

B. C. FOTLAND

ELMER L. WEBB

ROY C. WEBB Principal  
doing business as  
WEBB BROS. LTD.

ATTEST:

B. C. FOTLAND

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK  
By DONALD B. GOLDSMITH Attorney Surety  
(SEAL)

I hereby approve the form of the within Bond, this 26th day of July, 1941.

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

I hereby approve the foregoing bond this 30th day of July 1941.

WALTER W. COOPER  
City Manager.

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

On this 26th day of July in the year One Thousand Nine Hundred and Forty-one 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)

ZELDA B. MALANCON  
Notary Public in and for the County of  
San Diego State of California  
My Commission expires Mar. 12, 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 30th day of July, 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 ELMER L. WEBB and ROY C. WEBB, doing business as WEBB BROS. 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 said City:

2 - Allis-Chalmers Industrial 1/2 yard tractor loaders, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 330453.

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

FIVE THOUSAND FOUR HUNDRED FORTY DOLLARS (\$5440.00).  
Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 30th day of August, 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 FOUR HUNDRED FORTY DOLLARS (\$5440.00),  
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.

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. 74677 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 WALTER W. COOPER  
City Manager

ATTEST:

MARY E. KATHEISER

ELMER L. WEBB

B. C. FOTLAND

ROY C. WEBB Contractor.  
doing business as  
WEBB BROS. INC.

I hereby approve the form of the foregoing contract, this 26th day of July, 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 Contract with WEBB BROS for two tractor loaders; being Document No. 331291.

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

By Francis Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, RALPH L. FRENCH and NEVA D. FRENCH ARE The Owners of 108 District #2  
(Owner's Name) (Lot Block  
Kensington Heights and,  
Subdivision)

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 July, 1941 by RALPH L. and NEVA D. FRENCH that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Braeburn Road 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.

RALPH L. FRENCH & NEVA D. FRENCH 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.

WITNESS:

P. W. SEIFERT

RALPH L. FRENCH  
NEVA D. FRENCH  
(Owners' Signatures)  
3551 33rd St.  
(Address)

STATE OF CALIFORNIA )  
 )SS  
 COUNTY OF SAN DIEGO )

On this 24th day of July, A. D. Nineteen Hundred and Forty-one before me, SELMA YOUNG a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared RALPH L. FRENCH and NEVA D. FRENCH 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.

SELMA YOUNG  
 Notary Public in and for the County of San Diego  
 State of California

My Commission expires Feb. 27, 1945.

(SEAL)

RECORDED AUG. 1, 1941 at 10 A.M. in book 1215 at page 266 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 RALPH L. FRENCH and NEVA D. FRENCH; being Document No. 331292.

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

By Francis Patterson Deputy.

LESSOR No. W 59 qm-714  
 NOTICE OF RENEWAL OF CONTRACT OR LEASE  
 FOR  
 LAND

N.B.-To be served on, and a copy left with, The Contractor or Lessor in accordance with the terms of the contract or lease and in no event later than the end of the business day of June 30, 1941.

THE UNITED STATES OF AMERICA

To THE CITY OF SAN DIEGO, CALIFORNIA

You are hereby notified that under the provisions of paragraph 5, of Lease No. W 59 qm-714 dated October 30, 1940, between the United States of America and The City of San Diego, California for approximately 710 acres of land in San Diego County, California the United States of America elects to renew and extend for one fiscal year from and after July 1, 1941, and by these presents does extend and renew for such term the said Lease No. W 59 qm-714, above referred to, upon the same terms and conditions as therein set out; and does hereby ratify, confirm, and adopt the said Lease and all the terms and conditions thereof for the fiscal year beginning July 1, 1941, and ending June 30, 1942.

THE UNITED STATES OF AMERICA  
 By RAY T. MARSH,  
 1st Lieut., Q.M.C.  
 Contracting Officer

Receipt of the above notice is acknowledged this 14th day of April, 1941

THE CITY OF SAN DIEGO  
 Lessor

By WALTER W. COOPER  
 City Manager

RETURN OF SERVICE

State of CALIFORNIA )  
 )  
 County of San Diego )

I, W. B. SHAWLER, Administrative Assistant, OQM, 9th C.A., do hereby certify that I served the within notice upon THE CITY OF SAN DIEGO, CALIFORNIA, City Hall, in the city of San Diego, County of San Diego, State of California, at 11:45 o'clock A.M. on the 14th day of April, 1941, by reading the same to said Lessor (or by offering to read the same to him which was waived) and by leaving with the said Lessor a true copy thereof.

W. B. SHAWLER  
 Administrative Assistant, OQM, 9th C. A.  
 Subscribed and sworn to before me, this 19th day of April, 1941  
 THOMAS J. WHITE  
 Major, J.A.G.D.  
 Asst. Corps Area Judge Advocate

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-3429 P11-11 A 0535-2, the available balance of which is sufficient to cover cost of same.

I HEREBY CERTIFY the above and foregoing to be a full, true and correct copy of Notice of Renewal of Lease from U.S.A. covering Camp Callan; being Document No. 331308.

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

By Francis Patterson Deputy.

KNOW ALL MEN BY THESE PRESENTS, That FREDERICK A. VAN RITER, JR., and RALPH BOONE, co-partners, doing business under the firm name and style of VAN RITER & BOONE MILLING COMPANY, as Principal and ROYAL INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND SIX HUNDRED TWENTY-THREE DOLLARS (\$1623.00), 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 30th day of July, 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:

Mixed feeds for animals of Zoological Society of San Diego,  
in Balboa Park, as ordered by the Park Director of said  
City, in an amount not to exceed 200 tons,

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:  
RUBY BOONE

RALPH BOONE  
FREDERICK A. VAN RITER JR.  
co-partners, doing business  
under the firm name and style of  
VAN RITER & BOONE MILLING COMPANY.  
Principal.  
ROYAL INDEMNITY COMPANY  
Surety  
By RALPH E. BACH (SEAL)  
Its Attorney-in-Fact.

I hereby approve the form of the within Bond, this 31st day of July, 1941.  
H. B. DANIEL  
Acting City Attorney

By JAMES J. BRECKENRIDGE  
Deputy City Attorney

I hereby approve the foregoing bond this 31st day of July, 1941.  
WALTER W. COOPER  
City Manager.

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

On the 30th day of July, in the year One Thousand Nine Hundred and forty-one before me, Virginia Taliaferro, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared RALPH E. BACH known to me to be the person whose name is subscribed to the within and annexed instrument, as the Attorney in fact of the ROYAL INDEMNITY COMPANY, and acknowledged to me that he subscribed the name of the ROYAL 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, at my office, in said County of San Diego the day and year last above written.

(SEAL) VIRGINIA TALIAFERRO  
Notary Public in and for said County of San  
Diego, State of California

My Commission will expire  
May 6th, 1943.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 1st day of August, 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 FREDERICK A. VAN RITER, JR., and RALPH BOONE, co-partners, doing business under the firm name and style of VAN RITER & BOONE MILLING 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:

Mixed feeds for animals of Zoological Society of San Diego,  
in Balboa, as ordered by the Park Director of said City, in  
an amount not to exceed 200 tons, in accordance with the speci-  
fications therefor on file in the office of the City Clerk of  
said City under Document No. 330451.

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

Thirty-two and 45/100 Dollars (\$32.45), per ton.  
Said price includes the California State Sales Tax.  
The contractor will pay the City the sum of Two and 50/100 Dollars  
(\$2.50) per ton for returned sacks.

Said contractor agrees to begin delivery of said material Aug. 1st 1941 and to complete said delivery on or before the 1st day of August, 1942.

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:

Thirty-two and 45/100 Dollars (\$32.45) per ton, not exceeding 200 tons, 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. - 74678 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.

ATTEST:  
RUBY BOONE

RALPH BOONE  
FREDERICK A. VAN RITER, JR. Contractor.  
co-partners, doing business  
under the firm name and style of  
VAN RITER & BOONE MILLING CO.

I hereby approve the form of the foregoing contract, this 31st day of July, 1941.

H. B. DANIEL  
Acting 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 covering furnishing of feed for the ZOO; being Document No. 331337.

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

By Francis Patton Deputy.

#### LEASE

All public bills for payment under this contract should include a reference to No. - NOD-1957.

1. THIS LEASE, made and entered into this 1st day of April, in the year one thousand nine hundred and forty-one, 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:

All that portion of the Easterly one-half (1/2) of Pueblo Lot 1316 lying Southerly of Miramar Road, 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; containing in all 32 acres, more or less; EXCEPTING THEREFROM all public highways and easements of every kind and description, and subject to all encumbrances of whatsoever nature;

To be used exclusively for the following purposes: Marine Corps Rifle Range for the armed forces of the Government.

3. TO HAVE AND TO HOLD the said premises for the term beginning April 1, 1941, and ending June 30, 1941, with the privilege of renewing under the same terms and conditions from year to year thereafter for a period of fifteen (15) years 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, 1956.

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 other than the Government, and the agents and servants of the Government.

5. 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 Ordinances. 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.

6. 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, or within a reasonable time thereafter, restore the premises to the same condition as that existing at the time of entering upon the same under this lease.

7. The Government shall pay the Lessor for the use of the premises rent at the following rate: One Dollar (\$1.00) per annum. The Depot Quartermaster, San Francisco, California, is hereby designated to pay said rental. Payment shall be made at the end of each fiscal year as of June 30th.

8. 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.

9. The Lessor reserves all gas, oil and mineral rights in and on said premises herein leased.

10. The Lessor 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 operating and maintaining wells and pipe lines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the Lessor shall not be required to furnish any water on said premises except as otherwise herein provided.

11. 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.

12. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property in connection with the maintenance, use or repair of the highways and grade crossings covered by this lease, occasioned in whole or in part by acts or omissions of any persons whomsoever, or by the operation of any vehicles or other means of transportation whatsoever, the Lessor agrees to indemnify and save harmless the Government from and against any loss, expense, liability, claims or demands to which the Government may be subjected as a result of such death, loss, destruction or damage, except that if there is concurring negligence on the part of the officers, agents or employees of the Government, the Government agrees to submit to the Congress of the United States a statement of the facts in regard thereto and to make appropriate recommendations with respect to indemnifying and saving harmless the Lessor in whole or in part, as circumstances warrant.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

(SEAL)  
ATTEST:

FRED W. SICK  
City Clerk.

THE UNITED STATES OF AMERICA  
By CHAS. WOODSON  
Judge Advocate General of the Navy  
By direction of the Secretary of the Navy.

I HEREBY APPROVE the form of the foregoing Lease this 28th day of April, 1941.

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 U.S.A. covering land south of Miramar Road (Marine Corps Rifle Range); being Document No. 331339.

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

By Francis Patton Deputy.

### C O N T R A C T

WHEREAS, The City Manager of The City of San Diego was by Ordinance adopted July 8, 1941, authorized and empowered to enter into a contract for the services of a Housing Director; and

WHEREAS, the San Diego Defense Housing Commission has recommended to the City Manager the immediate desirability of such a director; and

WHEREAS, George B. WHITE has been recommended by such Commission as an experienced, responsible and fully competent person to efficiently discharge the duties of such director; and

WHEREAS, said George B. White is desirous of serving as Housing Director under the rules and regulations of the San Diego Defense Housing Commission;

NOW, THEREFORE, WALTER W. COOPER, City Manager, for and on behalf of The City of San Diego, hereinafter called first party, and GEORGE B. WHITE, hereinafter called second party, mutually agree, covenant and contract as follows:

First party hereby covenants and agrees to pay second party the sum of two hundred fifty dollars (\$250.00) per month, for the period beginning August 1, 1941, and terminating October 31, 1941. Payments hereunder shall be made twice monthly in equal amounts of one hundred twenty-five dollars (\$125.00), and shall be payable on or before the 5th and 20th days, respectively, of each and every month. The first payment hereunder shall be and become due August 20, 1941.

Failure of first party to make payment, as provided hereinabove, shall not be deemed a breach of any obligation hereunder, unless said second party, prior to the acceptance of any delinquent payment, shall have first filed with the City Manager of The City of San Diego a written notice of protest.

Second party hereby agrees to direct, organize and carry on a program of housing registration, pursuant to such lawful rules, orders or regulations as may from time to time be promulgated by the San Diego Defense Housing Commission.

It is understood, however, that second party shall have no right, authority or power to enter into any contract for and on behalf of The City of San Diego or perform any act or service binding upon said City.

Second party agrees to use and employ all equipment, materials or facilities loaned him by first party herein for the fulfillment of the objects and purposes of the San Diego Defense Housing Commission, and for no other purposes, and, unless a consumable item, to make every reasonable effort to preserve the same in good condition and to return the same at any time during the life of this contract upon the demand of said first party.

Second party agrees, upon the termination of this contract or the covenants, assurances and agreements hereunder, to return immediately and without the necessity of demand all property, real and personal, belonging to, and the property of, The City of San Diego.

It is understood and agreed by and between the parties hereto that any order, decree or judgment of any court of competent jurisdiction holding or adjudicating that first party has no right, power or authority to enter into this contract, or to pursue any of the objects of the San Diego Defense Housing Commission, shall immediately and forever discharge first party from any obligation or duty with reference to payments remaining unpaid at the time of said order, judgment or decree.

Either party herein reserves the right to terminate this contract, its assurances, covenants and conditions, upon thirty (30) days' written notice thereof.

Every covenant, condition and assurance made herein, except as elsewhere provided, is deemed by the parties hereto to be material, and any breach thereof shall upon written notice of said party immediately discharge his obligation under this contract and terminate all rights of the breaching party.

IN WITNESS WHEREOF, the City Manager of The City of San Diego, has hereunto subscribed his name for and on behalf of said City, and the second party has hereunto subscribed his name, this 29th day of July, 1941.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager  
First Party.

GEO. B. WHITE  
Second Party.

I hereby approve the form of the foregoing Contract this 25 day of July, 1941.

DAYTON AULT  
City Attorney  
By WILLIAM H. MACOMBER  
Deputy 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 July 30, 1941.

J. S. BARBER  
Auditor and Comptroller of the City of San Diego,  
California.

To be paid out of J.B. Ord. 2214 - not to exceed \$750.00

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering services of George B. White; being Document No. 331347.

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

By Francis Patton Deputy.

PROJECT AGREEMENT - 1941-43 BIENNIIUM

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 upon State highways within cities, an amount not less than the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, 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 included in this agreement:

Project	Location	Miles	Description	Amount
42	State highway routes described below			
(a)	Work by City:			
	Rt. 2 (portion)	4.69	General maintenance except as described	
	Rt. 12 (portion)	10.46	in project 42 (b),	(City Funds)
	Rt. 77	0.25	July 1, 1941, to	
	Rt. 200 (portion)	5.34	June 30, 1943	

Project	Location	Miles	Description	Amount
	Rt. 2	22.25		
	Rt. 12	14.80	Paint traffic	
	Rt. 77	0.25	stripes	(City Funds)
	Rt. 200	5.72		
	Rt. 2 (portion)	4.69		
	Rt. 12 (portion)	10.46		
	Rt. 77	0.25	Maintain signs	(City Funds)
	Rt. 200 (portion)	5.34		
(b)	Work by Department:			
	Rt. 2 (portion)	17.56	General maintenance	\$20,000.00
	Rt. 12 (portion)	4.34	July 1, 1941, to	4,340.00
	Rt. 200 (portion)	0.38	June 30, 1943	500.00
	Rt. 2 (portion)	17.56		400.00
	Rt. 12 (portion)	4.34	Maintain signs	100.00
	Rt. 200 (portion)	0.38		25.00
43	Pacific Highway, Rt. 2, from Tecolote Cr. to La Jolla Junction	7.60	Surface shoulders	10,300.00
44	El Cajon Blvd., Rt. 12, from Texas St. to Euclid Ave.	2.75	Apply seal coat	1,500.00
45	El Cajon Blvd., Rt. 12, from College Way to east city limits	1.66	Resurface:	
(a)	Work by City:		Purchase of mater- ials	12,430.00
(b)	Work by Department:		Construction	11,070.00
46	Contingencies			25,000.00
			Total	\$ 85,665.00

The State highway routes to be maintained by the City under project 42 (a) are described as follows:

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 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 as shown in project 42 (a).

The State highway routes to be maintained by the Department under project 42 (b) are described as follows:

Route 2 (Primary). Pacific Highway, from Market Street to north city limits at Sorrento Creek; a length of approximately 17.56 miles for this portion.

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.

The Department will maintain signs on those routes maintained by the Department as set forth in project 42 (b).

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 42 (a), will be performed by or under the direct supervision of the City, except the general maintenance and the maintenance of signs as described in project 42 (b).

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 provide sufficient money from other 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 such State highway route and maintain such street 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, and the maintenance of signs thereon, as described in project 42 (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 work described in project 42 (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 work described in project 42 (b) will be charged for at the rental rates established by the Department.

### ARTICLE III. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 43, 44, and 45 (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 43, 44, and 45 (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 43, 44, and 45 (b) will be charged for at the rental rates established by the Department.

The City will purchase the materials as set forth in project 45 (a).

### ARTICLE IV. FUNDS.

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

Accrued and unprogrammed to June 30, 1941	\$11,219.03
Estimated to accrue, 1941-43 biennium	366,010.00
	<u>\$ 377,229.03</u>

The amount of \$85,665.00 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for the projects listed in Article I are estimated amounts, and the actual revenue and the actual cost of the projects may differ from estimated amounts. The approved programs 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, 1943, in addition to the amounts specified herein, will be provided by the City.

The amount of \$25,000.00 provided for contingencies under project 46 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 Department hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in project 45 (a).

As the work progresses on project 45 (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 42 (b), 43, 44, and 45 (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, 1943, 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 42 (b), 43, 44, and 45 (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 V. 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 all other 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 the State highway routes described in project 42 (a).

Within sixty days after completion of the work described in project 45 (a), the City shall 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 the State highway routes described in project 42 (b).

Within sixty days after completion of each item of the budget described in projects 43, 44, and 45 (b), the Department shall submit to the City a final report of expenditures made for such work.

### ARTICLE VI. 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 17th day of July, 1941, and the Department on the 23d day of July, 1941.

Approval recommended:

L. V. CAMPBELL  
Engineer of City and  
Cooperative Projects

Approved as to form  
and procedure:  
ROBERT E. REED  
Attorney

CITY OF SAN DIEGO

By WALTER W. COOPER  
City Manager.

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 Memorandum of Agreement for Expenditure of 1/4 cent gas tax for State Highways; being Document No. 331348.

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

By Francis Fadden Deputy.

#### A G R E E M E N T

THIS AGREEMENT, made and entered into this 29 day of July, 1941, 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, 1941, and ending June 30, 1942; 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, 1941, and ending June 30, 1942, 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, 1941.

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 said 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 Vice-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 A. J. SUTHERLAND  
Vice-President

ATTEST:  
THOS. H. TULLOCH  
Secretary.

GEO. B. BUCK  
Party of the Second Part.

I hereby approve the form of the foregoing Agreement this 20th day of June, 1941.

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 July 11, 1941.

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California.

To be paid out of General Fund (KA 239) not over \$900.00.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Services of George B. Buck as Actuary for City Employees' Retirement System; being Document No. 331369.

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

By Francis Patten 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 ONE THOUSAND SEVEN HUNDRED THIRTY-NINE DOLLARS (\$1739.00), 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 28th day of July, 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 to said City:

- 2 - 1 -ton G.M.C. canopy screen sides trucks
- 4 - 1 -ton G.M.C. canopy express 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:  
O. D. NORTH

ANDY WOODS Principal

(SEAL)

THE AETNA CASUALTY AND SURETY COMPANY  
Surety.

F. X. SCHOEFER  
Resident Vice-President

ATTEST: D. E. WHITNEY  
Resident Assistant Secretary

I hereby approve the form of the within Bond, this 4th day of August, 1941.

H. B. DANIEL  
Acting City Attorney.

I hereby approve the foregoing bond this 4th day of August, 1941.

WALTER W. COOPER  
City Manager

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

On this 28th day of July, in the year nineteen hundred forty-one, 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.

C. A. AKIN  
Notary Public in and for said Los Angeles  
County, State of California  
My Commission expires February 21, 1943.

#### 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 August, 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 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:

- 2 - 1 -ton G.M.C. canopy screen sides trucks
  - 4 - 1 -ton G.M.C. canopy express trucks,
- All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 330453.

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

2 - 1 -ton G.M.C. canopy screen sides trucks	@	\$1169.98 ea	\$2339.96
4 - 1 -ton G.M.C. canopy express trucks	@	\$1153.29 ea	\$4613.16

Said prices include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 15th day of September, 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:

Six Thousand Nine Hundred Fifty-three and 12/100 Dollars (\$6953.12), 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. - 74675 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:  
O. D. NORTH

ANDY WOODS  
Contractor

I hereby approve the form of the foregoing contract, this 4th day of August, 1941.

H. B. DANIEL  
Acting 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. 331492.

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

By Francis Patterson Deputy.

#### FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of August, 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, by and through its Council, 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:

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 certain materials and 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 Connection in the City of San Diego, State of California, being and as per Schedule II all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 17th day of June, 1941, marked "Document No. 330072, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Upas Street Pipe Line Connection said plans consisting of 3 sheets and said specifications consisting of 106 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</u> <u>8 hours.</u>
Blacksmiths	\$ 6.00
Blade Men	6.00
Carpenters	9.00
Caulkers	6.00
Cement Finishers	10.00
Compressor Operators (Portable)	9.00
Concrete Mixerman (10 c. f. capacity and under)	7.00
Concrete spreaders	6.00
Concrete tampers	6.00
Crane operators	12.00
Dragline operators	12.00
Drillers	7.00
Drill sharpeners	6.00
Electricians	10.00
Hoist operators	10.00
Laborers, Common	6.00
Pipe layers	8.00
Powdermen	8.00
Pump Men	6.00
Reinforcing Steel Workers (placers and tiers)	11.00
Shovel Operators	12.00
Shovel Firemen	8.00
Shovel oilers	7.40
Teamsters	5.00
Tractor Operators	10.00
Trenching Machine Operators	11.00
Truck Drivers, under 15,500 pounds	5.60
Truck Drivers, over 15,500 pounds	6.40
Watchmen	5.00
Welders	11.00
Yarners	6.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 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 caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

(SEAL)

ATTEST:  
FRED W. SICK  
City Clerk

THE CITY OF SAN DIEGO  
By P. J. BENBOUGH  
FRED W. SIMPSON  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

AMERICAN CONCRETE and STEEL PIPE  
COMPANY.  
by ERNEST F. BENT Vice Pres.  
Contractor. (SEAL)

ATTEST:  
J. M. Mc ADAM Secretary  
(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 1st day of August 1941.

H. B. DANIEL  
Acting Attorney of the City of  
San Diego

FORM OF FAITHFUL PERFORMANCE BOND.

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 Seventy Six Thousand Eight Hundred Ninety-three Dollars, - (\$76893.50) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of July 1941.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish materials and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of UPAS STREET PIPELINE CONNECTION 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 17th day of June 1941 marked Document No. 330072 and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications, Upas Street Pipe Line Connection, said plans consisting of 3 sheets, and said specifications consisting of 106 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 25th day of July 1941, 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:  
J. M. Mc ADAM Secretary  
Countersigned by  
H. G. MALM -Atty in fact  
Fidelity & Deposit Company of  
Maryland. 201 Broadway  
San Diego, Cal.

AMERICAN CONCRETE and STEEL PIPE COMPANY  
Principal  
By ERNEST F. BENT Vice-Pres. (SEAL)  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By W. M. WALKER Attorney -in-fact  
By THERESA FITZGIBBONS Agent. (SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 1st day of August, 1941.

H. B. DANIEL  
Acting City Attorney of the City of  
San Diego.

Approved by a majority of the members of the Council of The City of San Diego this 5th day of August, 1941.

(SEAL)  
ATTEST:  
FRED W. SICK  
City Clerk

P. J. BENBOUGH  
FRED W. SIMPSON  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS

Members of the Council

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

On this 25th day of July, 1941, before me, S. M. Smith, 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 THERESA FITZGIBBONS 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) S. M. SMITH  
 Notary Public in and for the County of Los Angeles,  
 State of California  
 My Commission expires Feb. 18, 1942.

#### FORM OF LABOR AND MATERIALMEN'S BOND

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 THIRTY-EIGHT THOUSAND FOUR HUNDRED FORTY-SEVEN DOLLARS, (\$38,447.00), (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 25 day of July, 1941.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, UPAS STREET PIPE LINE CONNECTION, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion, and installation of 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 17th day of June, 1941, marked Document No. 330072 and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications, Upas Street Pipe Line Connection; said plans consisting of \_\_\_\_\_ sheets and said specifications consisting of \_\_\_\_\_ 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 THIRTY-EIGHT THOUSAND FOUR HUNDRED FORTY-SEVEN DOLLARS, (\$38,447.00), 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 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-bounden parties have executed this instrument under their seals this 25th day of July 1941, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

#### ATTEST:

J. M. MCADAM Secretary  
 Countersigned by H. G. MALM  
 Attorney-in-fact-Fidelity &  
 Deposit Company of Maryland -  
 201 Broadway, San Diego, Cal.

AMERICAN CONCRETE and STEEL PIPE COMPANY  
 Principal (SEAL)

By ERNEST F. BENT Vice-Pres.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
 Surety  
 By W. M. WALKER Attorney-in-Fact  
 By THERESA FITZGIBBONS Agent (SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

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

On this 25th day of July, 1941, before me, S. M. SMITH, a Notary Public in and for 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 THERESA FITZGIBBONS, 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) S. M. SMITH  
Notary Public in and for the County of Los Angeles,  
State of California  
My Commission expires Feb. 18, 1942.

I hereby approve the form of the within Bond this 1st day of August, 1941.

H. B. DANIEL  
Acting City Attorney of the City of San Diego.

Approved by a majority of the members of the Council of The City of San Diego this 5th day of August, 1941.

ATTEST:  
FRED W. SICK  
City Clerk  
(SEAL)  
P. J. BENBOUGH  
FRED W. SIMPSON  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council.

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 Upas Street Pipe Line Connection; being Document No. 331505.

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

By Francis 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 FIVE THOUSAND SEVEN HUNDRED TWELVE DOLLARS - (\$5,712.00), 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 31st day of July, 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 to said City:

- 15 - 1/2 -ton pickup trucks
- 2 - 1/2 -ton panel delivery cars
- 3 - 1-1/2 ton dump trucks
- 4 - business coupes
- 1 - 5-passenger sedan
- 2 - 1-1/2 ton flat bed truck 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.

FRED V. BROWN  
by R. A. WILSON Gen'l Mgr.  
an individual doing business as the  
BROWN MOTOR COMPANY  
FRED V. BROWN Principal

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

I hereby approve the form of the within Bond, this 6th day of August, 1941.

By MOREY S. LEVENSON  
Deputy City Attorney.

I hereby approve the foregoing bond this 6th day of August 1941.

WALTER W. COOPER  
City Manager.

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

On this 31st day of July, 1941, 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  
Notary Public, in and for said County and State.  
My Commission expires Jan. 9, 1945.

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 August, 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 FRED V. BROWN, an individual doing business as the 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:

- 15 - Ford 1/2 ton pickup trucks
- 2 - Ford 1/2 ton panel delivery cars
- 3 - Ford 1-1/2 ton dump trucks
- 4 - Ford Deluxe coupes
- 1 - Ford Deluxe Fordor sedan
- 2 - Ford 1-1/2 ton platform trucks

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 330453.

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

				Price inc.
				SALES TAX
15 - Ford 1/2 ton pickup trucks	@	\$690.00	ea	\$10,350.00
2 - Ford 1/2 ton panel delivery cars	@	\$793.45	"	\$1,586.90
3 - Ford 1-1/2 ton dump trucks	@	\$1250.00	"	\$3,750.00
4 - Ford Deluxe coupes	@	\$846.62	"	\$3,386.48
1 - Ford Deluxe Fordor sedan	@	\$906.87	"	\$816.18
2 - Ford 1-1/2 ton platform trucks	@	\$1098.00	"	\$2,196.00
				\$2,261.88

Plus extra payment of Fifteen Dollars (\$15.00) on each piece of equipment where an eight cylinder motor is substituted for a six cylinder motor. Money for such extras is authorized by Resolution No. 78788.

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 15th day of September 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:

Twenty-two Thousand Eight Hundred Forty-one and 53/100 Dollars (\$22,841.53), 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. 74673 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  
by R. A. WILSON Gen'l Mgr.  
an individual doing business as  
BROWN MOTOR COMPANY  
FRED V. BROWN Contractor

I hereby approve the form of the foregoing contract, this 6 day of Aug, 1941.

By MOREY S. LEVENSON  
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Brown Motor Co. for trucks and autos; being Document No. 331518.

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

By Francis P. Preece Deputy.

Bond #2473759

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 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 NINE HUNDRED FIFTY-TWO DOLLARS, (\$1,952.00), 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 8th day of August, 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:

15 - Harley-Davidson 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.

W. J. RUHLE  
Principal

(SEAL)  
THE LONDON & LANCASHIRE INDEMNITY COMPANY  
OF AMERICA Surety.

By THEO. M. FINTZELBERG  
Attorney-in-fact.

I hereby approve the form of the within Bond, this 8th day of August, 1941.

H. B. DANIEL  
Acting City Attorney

By J. H. McKINNEY  
Deputy City Attorney

I hereby approve the foregoing bond this 8th day of August 1941.

WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 8th day of August, 1941, 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.

(SEAL)

M. STEINMETZ  
Notary Public San Diego Co., California  
My Commission Expires Dec. 13, 1944.

NOTARY AFFIDAVIT.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of August, 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 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:

15 - Harley Davidson police motorcycles,  
in accordance with the specifications therefor  
on file in the office of the City Clerk of said  
City under Document No. 330775.

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

Seven Thousand Eight Hundred Five and 96/100 Dollars (\$7,805.96).  
Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 15th day of September, 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 Eight Hundred Five and 96/100 Dollars (\$7,805.96),  
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 by 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. 74809 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.

W. J. RUHLE  
Contractor.

I hereby approve the form of the foregoing contract, this 8th day of August, 1941.

H. B. DANIEL  
Acting 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 W. J. RUHLE for motorcycles; being Document No. 331550.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis S. Sack Deputy.

#### CONTRACT BOND

BOND NO. 13631

KNOW ALL MEN BY THESE PRESENTS, That we DUNCAN METER CORPORATION, an Illinois corporation, called the Principal, and THE TRAVELERS INDEMNITY COMPANY, called the Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, called the Oblige, in the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) for the payment whereof said Principal and Surety bind themselves firmly by these presents.

WHEREAS, the Principal has, by written Agreement dated JULY 10, 1941, entered into a contract with the Oblige for furnishing and installing of 500 Miller Multiple-Coin Parking Meters, manufactured by or for the Duncan Meter Corporation, a copy of which is by reference made a part hereof:

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall faithfully perform the contract on his part, free and clear of all liens arising out of claims for labor and materials entering into the construction, and indemnify and save harmless the Oblige from all loss, cost or damage which he may suffer by reason of the failure so to do, including patent infringement, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, however, that this bond is executed upon the following Express Conditions, the performance of each of which shall be a condition precedent to any right of recovery hereon; anything in the Agreement to the contrary notwithstanding:

FIRST, That in the event of any default on the part of the Principal, a written statement of the particular facts showing such default and the date thereof shall be delivered to the Surety by registered mail, at its office in the City of Hartford, Connecticut, promptly and in any event within ten (10) days after the Oblige or his representative shall learn of such default: that the Surety shall have the right within thirty (30) days after the receipt of such statement to proceed, or procure others to proceed, with the performance of such Agreement; shall also be subrogated to all of the rights of the Principal; and any and all moneys or property that may at the time of such default be due, or that thereafter may become due, to the Principal under said Agreement shall be credited upon any claim which the Oblige may then or thereafter have against the Surety, and the surplus, if any, applied as the Surety may direct.

SECOND, That this bond shall continue in full force and effect to the 31st day of JULY, 1942, and that no claim, suit or action by reason of any default shall be brought against the Surety later than September 30th, 1942, nor shall recovery be had for damages accruing after that date; that service of writ or process commencing any such suit or action shall be made on or before such date; that the Principal shall be made a party to any such suit or action, and be served with process commencing the same if the Principal can with reasonable diligence be found; that no judgment shall be rendered against the Surety in excess of the penalty of this instrument.

THIRD, That no right of actions shall accrue upon or by reason hereof, to or for the use or benefit of any one other than the Oblige herein named; and that the obligation of the Surety is, and shall be construed strictly as, one of suretyship only, shall be executed by the Principal before delivery, and shall not, nor shall any interest therein or right of action thereon, be assigned without the prior consent in writing of the Surety, over the signature of its President or one of its Vice-Presidents, attested by its Secretary or one of its Assistant Secretaries.

Signed and Sealed this 21st day of July, A.D., 1941.

ATTEST:  
Wm. Koenig  
Secretary

DUNCAN METER CORPORATION  
By D. F. DUNCAN  
President

(SEAL)  
Countersigned  
THE TRAVELERS INDEMNITY  
COMPANY  
By F. S. PLEWS,  
Attorney-in-Fact

THE TRAVELERS INDEMNITY COMPANY  
By JAMES R. HENRY Atty.-In-Fact. (SEAL)

Countersigned:  
By BURLING M. STUMP  
Agent

#### POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That THE TRAVELERS INDEMNITY COMPANY, a corporation of the State of Connecticut, does hereby make, constitute and appoint JAMES R. HENRY of Chicago, Illinois its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto, if a seal is required, bonds, undertakings, recognizances or other written obligations in the nature thereof, as follows:

Any and all bonds, undertakings, recognizances or other written obligations in the nature thereof not exceeding in amount One Hundred Thousand Dollars (\$100,000) in any single instance, and to bind THE TRAVELERS INDEMNITY COMPANY thereby, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This appointment is made under and by authority of the following by-laws of the Company which by-laws are now in full force and effect:

Section 8. The President, any Vice-President, any Secretary or any Department Secretary may appoint attorneys-in-fact or agents with power and authority, as defined or limited in their respective powers of attorney, for and on behalf of the Company to execute and deliver, and affix the seal of the Company thereto, bonds, undertakings, recognizances or other written obligations in the nature thereof and any of said officers may remove any such attorney-in-fact or agent and revoke the power and authority given to him.

Section 10. Any bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when signed by the President or any Vice-President and duly attested and sealed, if a seal is required, by any Secretary or any Department Secretary or any Assistant Secretary, or when signed by the President or any Vice-President and countersigned and sealed, if a seal is required, by a duly authorized attorney-in-fact or agent; and any such bond, undertaking, recognizance or written obligation in the nature thereof shall be valid and binding upon the Company when duly executed and sealed, if a seal is required, by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority granted by his or their power or powers of attorney.

IN WITNESS WHEREOF, THE TRAVELERS INDEMNITY COMPANY has caused these presents to be signed by its proper officer and its corporate seal to be hereunto affixed this 20th day of June 1940.

THE TRAVELERS INDEMNITY COMPANY  
By J. C. SMITH  
Secretary

STATE OF CONNECTICUT, COUNTY OF HARTFORD--SS:

On this 20th day of June in the year 1940 before me personally came J. C. SMITH to me known, who, being by me duly sworn, did repose and say: that he resides in the State of Connecticut; that he is Secretary of THE TRAVELERS INDEMNITY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of his office under the by-laws of said corporation, and that he signed his name thereto by like authority.

(SEAL)

FRANK R. CHRISTIE  
Notary Public

STATE OF CONNECTICUT, COUNTY OF HARTFORD--ss:

I F. P. HAYDEN, Assistant Secretary of The Travelers Indemnity Company, a corporation of the State of Connecticut, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Hartford, this 21st day of July 1941.

F. P. HAYDEN  
Assistant Secretary

STATE OF ILLINOIS)  
COUNTY OF COOK ) ss

On this 21st day of July, 1941, before me personally came JAMES R. HENRY to me known, who being by me duly sworn, did depose and say: that he is Attorney(s)-in-Fact of the TRAVELERS INDEMNITY COMPANY, the Corporation described in and which executed the foregoing instrument; that he know(s) the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by

like authority.

(SEAL)

HENRY A. PERRYMAN  
Notary Public  
My Commission expires 6-15-44

I hereby approve the form of the within Bond, this 7th day of August, 1941.

H. B. DANIEL  
Acting City Attorney

Approved by a majority of the members of the Council of the City of San Diego, California, this 12th day of August, 1941.

APPROVED  
Aug. 8-1941  
WALTER W. COOPER  
City Manager

P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council.

(SEAL)

ATTEST:  
FRED W. SICK  
City Clerk

### C O N T R A C T

THIS AGREEMENT, made this tenth day of July, 1941, by and between DUNCAN METER CORPORATION, a corporation, organized and existing under the laws of the State of Illinois, with its principal office at 1500 South Western Avenue, Chicago, Illinois, and an office for the transaction of business located at San Diego, California, party of the first part, hereinafter sometimes called the Corporation, and 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 second part, hereinafter sometimes called the City, WITNESSETH:

That for and in consideration of the mutual obligations, matters and things hereinafter recited, it is hereby mutually agreed by and between the parties hereto as follows:

(1) That the Corporation will furnish, deliver and completely install, ready to operate, at certain locations upon the streets of The City of San Diego to be designated by the City Manager of said City:

500 - Miller Multiple-Coin Parking Meters,  
manufactured by or for the Duncan  
Meter Corporation;

paying all freight, transportation, installation and/or other charges upon the same, at the total price of sixty-seven and 50/100 dollars (\$67.50) per meter.

In addition the Corporation will furnish and deliver to the City twenty-five (25) of said meters without charge; it being understood, however, that if the City shall require the Corporation to install said twenty-five (25) additional meters, the City will pay for such installation the sum of two dollars and fifty cents (\$2.50) per meter.

(2) The Corporation hereby agrees that it will furnish and install said parking meters for a trial period of six (6) months. The City shall have the right within fifteen (15) days following the expiration of said trial period to terminate this contract. Notice by registered mail, postage prepaid, addressed to the Corporation at 1500 South Western Avenue, Chicago, Illinois, shall be sufficient notice of such election by the City. If the said fifteen (15) days shall have expired without the City having given notice as aforesaid, then this contract shall thereafter remain in full force and effect unless cancelled for cause. If the City should give notice to terminate this agreement as aforesaid, the Corporation will thereupon remove said meters at its own expense, and will restore the sidewalks to a condition as good as the same existed at the time of installation, and all obligations between the parties hereunder shall cease and determine, except that the City shall be obligated, as hereinafter provided, to remit to the Corporation its proportionate share of the receipts from the operation of said meters to the date of such removal.

The Corporation agrees to maintain the said meters in good operating condition during the aforesaid trial period; and in this connection the Corporation will furnish to the City five (5) complete parking meter units and fifteen (15) complete meter mechanism units for the purpose of maintenance, and not as a part of the original or any subsequent installation.

It is expressly understood that the aforesaid free maintenance shall not be intended to include repair or replacement of meters or meter parts damaged through accident, malicious mischief or acts of God, and the City expressly agrees to reimburse the Corporation for the repair or replacement of the meters so damaged. The Corporation shall not be charged for any labor costs incurred by the City in connection with the removal or replacement of such meters or meter parts.

The operating days and hours for said parking meters are established by the provisions of Ordinance No. 2117 N. S. and during the aforesaid trial period the Corporation shall maintain and have available during operating days and hours a capable repairman for making immediate repairs to bad-order meters. Such bad-order meters must be repaired and replaced in operating condition within 12 hours after being so reported to the said repairman, or the Corporation must forfeit to the City five cents (5¢) per hour for each operating hour said bad-order meter or meters are not in operating condition at their designated location.

The Corporation hereby further warrants and guarantees the said parking meters against any and all defects in workmanship and material for a period of one (1) year from the date of their installation, and will, at its own cost and expense, replace any and all parts or workmanship which may prove defective during said one-year period. Such parts and/or defective workmanship shall promptly be put in good order or repair or shall be replaced by the Corporation, transportation charges prepaid.

It is expressly understood and agreed that the aforesaid guarantee shall not be intended to include repair or replacement of meter or meter parts, or labor charges therefor, damaged through accident, malicious mischief or acts of God; and the City expressly agrees to reimburse the Corporation for repairs or replacement of meters so damaged.

(3) The Corporation agrees to furnish to the City a competent service supervisor for a minimum period of thirty (30) days, whose duty shall be to train one or more men to service the said meters.

(4) It is understood and agreed that the mechanical specifications of the Miller Multiple-Coin Meters heretofore filed with the Purchasing Agent of said City, are the specifications for the meters to be furnished hereunder; and that the Corporation warrants the said meters will operate satisfactorily under the temperatures and climatic variations typical to the City.

(5) The Corporation agrees that it will furnish meter parts to the City for

the period of two (2) years from the date hereof at the prices quoted in that certain price list of meter parts heretofore filed with the Purchasing Agent of the City; said price list being by such reference made a part of this agreement.

(6) The Corporation agrees that it will make shipment within sixty (60) days after the execution of this agreement, unless prevented from doing so by strikes, riots, acts of God, or other causes beyond the control of the Corporation, and unless prevented by such cause or causes will complete installation of said meters within fifteen (15) days following the arrival of the same in said City.

(7) The Corporation reserves the right to sublet to a reliable local contractor the actual work of installation of said meters.

(8) The Corporation shall retain title to said meters until they are fully paid for. The Corporation agrees that upon receipt of payment in full for all of said meters it will promptly execute and deliver, at its own expense, a bill of sale therefor, and all papers and documents required in the opinion of the City Attorney to convey to and vest in said City the title to said meters.

(9) The Corporation shall have the option to furnish local counsel, and in the event that such option is exercised the City shall accept such counsel as associate counsel in any suit brought against the City to prevent the installation and/or operation of parking meters.

(10) The Corporation hereby covenants and agrees that it will indemnify and save harmless the City for and from all loss, damage, claims, suits, recoveries or judgments which may arise or may be made, had, brought or recovered by reason of or on account of the installation and/or use by the City of the aforesaid meters or parts thereof, by reason of the same being an infringement of, or by being claimed to be an infringement of, letters patent issued by the United States or any foreign country. The Corporation agrees to defend any and all such actions arising from the same and pay counsel fees and expenses of all kinds whatsoever in connection therewith.

(11) The Corporation hereby agrees to furnish and maintain a corporate surety bond executed by a surety company satisfactory to the City, and insuring to the benefit of the City, in the penal sum of ten thousand dollars (\$10,000.00), which said bond shall be for one (1) year, and specifically conditioned upon the faithful performance by the Corporation of each and all of the provisions contained in paragraph (10) of this contract. Said bond shall further be conditioned upon the faithful performance by the Corporation of each and all of the other terms of this contract to be kept and performed by it.

(12) Payment for said meters shall be made in the manner following, to-wit: The installation charge of two dollars and fifty cents (\$2.50) included in the total purchase price of sixty-seven and 50/100 dollars (\$67.50) per meter, shall be deducted by the City and paid to the Corporation out of the first proceeds from the operation of the meters. Thereafter the City agrees to pay monthly to the Corporation seventy-five per cent (75%) of the gross receipts of the preceding month from all parking meters installed hereunder. Such payments shall commence on the 5th day of the month following the date of installation, and shall be made thereafter on the fifth day of each succeeding month until the total of such remittances equals the sum of sixty-five dollars (\$65.00), being the balance of the purchase price of each of the meters installed under this contract.

(13) The City agrees to maintain in a separate fund in the office of the City Treasurer all receipts collected from the operation of said parking meters, and to keep separate books of account thereof. The City further agrees to permit the Corporation, at all reasonable times, to have access to said books and records for the purpose of checking and auditing the receipts from the operation of said meters until the full purchase price shall have been paid.

(14) The City agrees that in the event the Corporation is required to pay municipal, county, state or other taxes on the parking meters covered hereby while the Corporation remains the legal owner thereof, the Corporation shall have the right to increase the price to the City of the said meters by the amount of any or all of such taxes paid.

(15) The City agrees to enforce in good faith all ordinances and resolutions relating to the installation and operation of said parking meters and those providing for the collection of a fee for parking opposite such meters installed in said City, until all parking meters installed under this contract shall have been fully paid for and an executed bill of sale tendered to the City, or until such time as this contract shall have been terminated as herein provided.

(16) It is understood and agreed that if the City shall fail to fulfill any of the conditions of this contract on its part to be fulfilled, the Corporation shall have as its sole and exclusive remedy the right to take immediate possession of all the parking meters installed hereunder, and upon any street, avenue or sidewalk where the same are located, and to do any and all things necessary to repossess the said parking meters; and in the event that the said Corporation shall repossess the said parking meters it shall not be accountable to the City for the disposition of said repossessed parking meters, and the Corporation shall be entitled to keep, without accounting to the City therefor, all moneys previously paid to it on account of the said parking meters, as liquidated damages; provided, that in the event of said repossession the Corporation shall restore all sidewalks, streets and avenues to a condition as good as the same existed at the time of such installation.

(17) The City shall have the right, at any time within six (6) months from the date of installation of said meters, to require the Corporation to furnish and install, under and subject to the terms of this agreement, not to exceed five hundred (500) additional meters; provided, however, that the period during which the City shall have the right to require the Corporation to remove such additional meters, as hereinabove provided, shall expire six (6) months from the date of the installation of the original five hundred (500) meters.

(18) It is mutually understood and 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 Manager of The City of San Diego, acting for and on behalf of said City, has hereunto subscribed his name, as and for the act of said City, and the said party of the first 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 first hereinabove written.

DUNCAN METER CORPORATION

By D. F. DUNCAN  
President

ATTEST:  
WM. KOENIG,  
Treasurer

(SEAL)

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

ATTEST:  
FRED W. SICK  
City Clerk

(SEAL)

I hereby approve the form of the foregoing Contract this 30th day of July, 1941.

H. B. DANIEL  
Acting City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Duncan Meter Corp. for installation of parking meters; being Document No. 330983.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, W. ARTHUR LANE & ALICE H. LANE ARE, (IS) The Owner(s) of 1 & 12  
(Owner's Name) (Lots

150 Middletown  
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 23 day of July, by ALICE H. LANE that I will, for and in consideration of the permission granted to remove 24 feet of curbing on 3547 Union St. adjacent to the above described property, bind myself to, and do hereby by these presents agree (s) 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, 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.

ALICE H. LANE  
(Owner's Signature)  
3547 Union St.  
(Address)

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

On this 23rd day of July, A.D., Nineteen Hundred and forty-one, before me, Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ALICE H. LANE 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.  
Notary Public in and for the County of  
San Diego, State of California  
My Commission expires Mar. 20, 1943.

(SEAL)

RECORDED JUL 30, 1941, 20 min. past 10 A.M. in book 1225 at page 107 of Official Records, San Diego Co., Calif. 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. 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 W. Arthur Lane et ux to City of San Diego; being Document No. 331099.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, OLD MISSION PACKING CORP., LTD. ARE, (IS) The Owner(s) of 409  
(Owner's Name) Block

and,

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

THIS AGREEMENT, signed and executed this 22nd day of July, 1941, by OLD MISSION PACKING CORP., LTD. that they will, for and in consideration of the permission granted AUGUST GEBERT to remove 17 feet of curbing on Taylor Street adjacent to the above described property, bind OLD MISSION PACKING CORP., LTD. to, and does hereby by these presents agree(s) 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.

OLD MISSION PACKING CORP., LTD. further agrees that this agreement shall be binding on OLD MISSION PACKING CORP., LTD. heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

OLD MISSION PACKING CORP., LTD.  
BERT GEREN Vice President  
(Owner's Signature)  
North San Diego, California  
(Address)

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

On this 22nd day of July, A. D., Nineteen Hundred and forty-one before me. Earleen J. Matthews, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared BERT GEREN 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) EARLEEN J. MATTHEWS  
Notary Public in and for the County of San  
Diego, State of California  
My Commission Expires Dec. 11, 1943

RECORDED JUL 30, 1941, 20 min. past 10 A.M. in book 1225 at page 105 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. 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 OLD MISSION PACKING CORP., LTD., to City of San Diego; being Document No. 331100.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, COOLEY & GRIZZLE, GEO. E. & HAROLD W. ARE, (IS) The Owner(s) of  
(Owner's Name)  
Lot 549 Talmadge Park #3  
Lots 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 17 day of July, by COOLEY & GRIZZLE that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Max Drive adjacent to the above described property, bind themselves to, and do hereby by these presents agree(s) 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.

GEO. E. COOLEY HAROLD W. GRIZZLE  
(Owner's Signature)  
4788 El Cajon Ave.  
(Address)

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

On this 21st day of July, A.D. Nineteen Hundred and forty one, before me PAUL BOLZ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared GEO. E. COOLEY and HAROLD W. GRIZZLE known to me to be the persons described in and whose name they 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) PAUL BOLZ  
Notary Public in and for the County of San  
Diego, State of California  
My Commission Expires June 14, 1942.

RECORDED JUL 30, 1941, 20 min. past 10 A.M. in book 1225 at page 104 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. 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 GEO. E. COOLEY et al to City of San Diego; being Document No. 331101.

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

By Francis Patten Deputy

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, LEO A. and ALICE JANE HAMECHER ARE, (IS) The Owner(s) of Lot one Block twenty-four Unit #2, Valencia 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 23rd day of July, 1941, by LEO A. HAMECHER & ALICE JANE HAMECHER that they will, for and in consideration of the permission granted them to remove 16½ feet of curbing on Bonita Street adjacent to the above described property, bind themselves to, and they hereby by these presents agree(s) 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 there own expense and with no cost or obligation on the part of The City of San Diego.

LEO A. and ALICE JANE HAMECHER further agree that this agreement shall be binding on there heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

LEO A. HAMECHER ALICE JANE HAMECHER  
(Owner's Signature)  
646 26th St.  
(Address)

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

On this 23rd day of July, A.D. Nineteen Hundred and forty one, before me, NICHOLAS C. HIPPI a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared LEO A. HAMECHER and ALICE JANE HAMECHER 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) NICHOLAS C. HIPPI  
Notary Public in and for the County of San Diego,  
State of California  
My Commission Expires March 1, 1945.

RECORDED JUL 30, 1941, 20 min. past. 10 A.M. in book 1225 at page 103 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. 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 LEO A. HAMECHER and ALICE JANE HAMECHER; being Document No. 331112.

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

By Francis Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, NACHO NICOLOFF ARE(IS) The Owner(s) of 7-8-9-10 7 El Retrio (Owner's Name) (Lots 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 23 day of July 1941, by NACHO NICOLOFF that he will, for and in consideration of the permission granted him to remove 120 feet of curbing on College Way & El Cajon Ave. adjacent to the above described property, bind himself to, and does hereby by these presents agree(s) 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, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

NACHO NICOLOFF  
(Owner's Signature)  
6070 El Cajon Blvd., San Diego, Calif.  
(Address)

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

On this 24th day of July, A.D. Nineteen Hundred and forty one before me, S. C. GRABLE a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared NACHO NICOLOFF 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  
 My Com. expires July 26, 1944.

RECORDED AUG. 1, 1941 at 10 A.M. in book 1208 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.

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 Removal Agreement from NACHO NICOLOFF to City of San Diego; being Document No. - 331152.

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

By Francis Patten Deputy.

A G R E E M E N T

WHEREAS, ALFRED FRANK is the owner of Lot 6 Block 5 Subdivision La Jolla 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 16th day of July, 1941, by ALFRED FRANK that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Camino De La Costa street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

ALFRED FRANK  
 (Owner's Name)  
 3611 Ocean Front Mission Beach, Calif.  
 (Address)

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

On this 18 day of July, A. D. Nineteen Hundred and Forty one before me, F. H. Nottbusch a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ALFRED FRANK 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) F. H. NOTTBUSCH  
 Notary Public in and for the County of San Diego,  
 State of California

RECORDED AUG. 1, 1941 at 10 A.M. in book 1208 at page 472 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 Removal Agreement from ALFRED FRANK to the City of San Diego; being Document No. 331153.

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

By Francis Patten Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND OCCUPANCY PERMIT.

THIS PERMIT AGREEMENT, made this 7th day of August, 1941, between THE CITY OF SAN DIEGO, acting by and through the City Manager thereof, hereinafter sometimes designated as the "City", party of the first part, and THE CALIFORNIA STATE GUARD, acting by and through Captain, California State Guard party of the second part, WITNESSETH:

WHEREAS, the party of the second part is a non-commercial body engaged in National Defense 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 full-time use and occupancy of Rooms 117 to 120, inclusive, 128, 129, 209, 210, 220 to 223, inclusive, and part-time use and occupancy of the drill floor and former mess hall of the California State Building in Balboa Park, in the City of San Diego, on Wednesday and Thursday evenings after six o'clock P. M. of each week.

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 save the City harmless from any claim of damage or injury to person or property that may result from such occupancy.

(2) 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 of The City of San Diego, make any repairs of damage or depreciation resulting from the occupancy.

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

(4) 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 City Manager of said City.

(5) 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.

(6) 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 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.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the City Manager of said City, pursuant to the authorization of Resolution No. 74717, adopted July 22, 1941, and the party of the second part has caused this permit to be executed by its Captain, thereunto duly authorized, the day and year in this permit first above written.

THE CITY OF SAN DIEGO  
Party of the first part.  
By WALTER W. COOPER  
City Manager.

THE CALIFORNIA STATE GUARD  
Party of the second part.  
By RALPH WAVERLY WALLACE  
Captain, California State Guard

I hereby approve the form of the foregoing Permit this 4 day of August, 1941.  
WILLIAM H. MACOMBER  
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Permit with California State Guard; being Document No. 331540.

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

By Francis Patten 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 FOUR THOUSAND TWO HUNDRED FORTY-THREE DOLLARS (\$4,243.00), 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 August, 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:

3 - Model WA-20 White chassis and cabs, with special bodies; and  
2 - Model WA-18 White chassis and cabs, with special bodies,  
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.,  
J. R. TOWNSEND Principal  
Pres.

GREAT AMERICAN INDEMNITY COMPANY  
Surety

By L. DOSTER  
By E. K. JAMES (SEAL)  
Attorneys-in-fact

I hereby approve the form of the within Bond, this 11th day of August, 1941.

WILLIAM H. MACOMBER  
Deputy City Attorney

I hereby approve the foregoing bond, this 11th day of August 1941.

WALTER W. COOPER  
City Manager.

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

On this 9th day of August 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)  
My Commission will expire 1-12-42

R. L. PAINE  
Notary Public in and for the County of  
San Diego, 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 11th day of August, 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., 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 WA-20 White chassis and cabs, with special bodies; and  
2 - Model WA-18 White chassis and cabs, with special bodies,  
In accordance with the specifications therefor on file in the office of the City Clerk of  
said City under Document No. 330778.

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

3 - Model WA-20 White chassis and cabs, with special bodies, .....	\$11,437.62
2 - Model WA-18 White chassis and cabs, with special bodies, .....	\$ 5,037.84

Said prices do not include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 10th day of October, 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:

SIXTEEN THOUSAND NINE HUNDRED SIXTY-NINE AND 72/100 DOLLARS (\$16,969.72), which 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 delivery 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. - 74810 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

(SEAL) ATTEST:  
B. P. SMITH

J. R. TOWNSEND COMPANY, INC.  
J. R. TOWNSEND Contractor  
Pres.

I hereby approve the form of the foregoing contract, this 11th day of August, 1941.

WILLIAM H. MACOMBER  
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. R. TOWNSEND COMPANY, INC. for five trucks; being Document No. - 331623.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

THIS AGREEMENT, made and entered into this 13th day of August, 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 of said City, party of the first part, and RINGLING BROS. - BARNUM AND BAILEY COMBINED SHOWS, INC., hereinafter referred to as the second party, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained, and the payments hereinafter provided to be made by the second party to the first party, it is hereby mutually covenanted and agreed by and on behalf of the parties hereto as follows, to-wit:

(1) Said first party, by and through the City Manager, does hereby grant to the second party the right and privilege to give its exhibitions and sideshows, with refreshment privileges, and to haul their wagons over public streets to and from the show grounds in said City of San Diego.

(2) For the purposes set forth in Section 1 hereof the said first party hereby grants to the second party the permission and license to occupy the following described space in Balboa Park, in said City of San Diego, upon the conditions herein set forth:

That portion of Balboa Park bounded on the east by Park Boulevard; on the north by the Indian Village; on the south by the Spanish Village; and on the west by that certain park road known and designated as 'The Alameda.'

(3) That said permit is granted for the purpose of giving two (2) shows on one day only, to-wit: on the 18th day of September, 1941.

(4) That as a consideration herefor the said second party agrees to pay The City of San Diego as rental for the above described premises the sum of five hundred dollars (\$500.00); provided, however, that as a condition precedent hereto the said second party shall secure any and all licenses necessary pursuant to the licensing ordinances of The City of San Diego.

(5) Said second party hereby agrees to furnish and pay for all lighting which it may deem necessary for illumination of said premises, and for any motive power necessary.

(6) The said second party hereby agrees at all times during the term hereof to maintain said premises in an attractive and sanitary condition, and that upon the termination of the use permitted hereunder that it will do all things necessary to clean said premises, and to restore them in so far as it is possible to the same condition as they were in at the time of the letting.

(7) It is understood and agreed that the second party will not allow any rubbish or inflammable material to remain on or about said premises, and that no game of chance, gambling, street vendors or fakirs will be allowed; and it is further understood and agreed that the sale or handling of intoxicants shall not be allowed therein.

(8) It is understood and agreed that any and all authorized officers and agents of The City of San Diego shall be permitted free access to said premises for the purpose of inspection thereof, and for the preservation of order and of the covenants hereof.

IN WITNESS WHEREOF, the City Manager of The City of San Diego, acting for and on behalf of said City, has hereunto subscribed his name, and the second party hereto has caused this instrument to be executed by its authorized agent, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager.

RINGLING BROS - BARNUM AND BAILEY  
COMBINED SHOWS, INC.,  
By W. J. CONWAY  
Authorized Agent.

I hereby approve the form of the foregoing Agreement this 13 day of August, 1941.

MOREY S. LEVENSON  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Ringling Bros - Barnum Bailey Combined Shows, Inc., to exhibit in Balboa Park. Being Document No. 331677.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, 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 EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$825.00), 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 August, 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:

- 1000 ft - 3" double jacketed economy brand, Underwriters Labeled Fire Hose, coupled with brass expansion ring couplings, pin-lug type, National Standard Thread;
- 3000 ft. - 2-1/2" ditto
- 1300 ft. - 1-1/2" 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: MISSION PIPE & SUPPLY COMPANY  
M. T. GANDERUP PAUL O. VANCE Principal

ATTEST: HARTFORD ACCIDENT AND INDEMNITY COMPANY  
MAY SHANNON By GEO. H. MURCH Surety  
Attorney-in-fact

(SEAL)

I hereby approve the form of the within Bond, this 14th day of August, 1941.

HARRY S. CLARK  
Deputy City Attorney

I hereby approve the foregoing bond this 14 day of August 1941.

WALTER W. COOPER  
City Manager

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

On this 13th day of August, 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 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.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of August, 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, a corporation, party of the second party, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1000 ft - 3" double jacketed Economy Brand, Underwriters Labeled Fire hose, coupled with brass expansion ring couplings, pin-lug type, national standard thread;
- 3000 ft - 2-1/2" ditto
- 1300 ft - 1-1/2" ditto except with P. C. thread.

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 330753.

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

1000'-3" double jacketed Economy Brand, Underwriters labeled fire hose,	@ \$0.8529 ft	\$ 852.90
3000'-2-1/2" ditto	@ \$0.6308 ft	\$1892.40
1300'-1-1/2" ditto, except with P. C. thread	@ \$0.4239 ft	\$ 551.07

Said prices include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 7th day of October, 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 TWO HUNDRED NINETY-SIX and 37/100 DOLLARS (\$3296.37), 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. 74813 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

ATTEST:  
M. T. GANDERUP

MISSION PIPE & SUPPLY COMPANY  
PAUL O. VANCE Contractor

I hereby approve the form of the foregoing contract, this 14th day of August, 1941.

H. B. DANIEL, Acting 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 Mission Pipe & Supply Co. for fire hose; being Document No. 331754.

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

By Francis J. Satter 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 NINE HUNDRED SEVENTY-ONE DOLLARS (\$971.00), 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 11th day of August, 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 - International T-9 tractor, standard guage,  
4 cyl. gasoline engine, radiator guard,  
street plates, and all standard equipment,  
with Bucyrus Erie Special Bulldozer, 8 ft.  
blade, with lattice steel guard, and all  
standard equipment, and electric starting  
attachment, including generator, battery  
and starting motor; also 15" shoe to be  
used instead of 13" on tractor,

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:  
F. B. WHITTAM, Secy.

SMITH BOOTH USHER COMPANY  
J. R. HOFFMAN Principal  
V.P. (SEAL)

GLOBE INDEMNITY COMPANY  
By L. L. BURR Surety  
Attorney-in-fact (SEAL)

I hereby approve the form of the within Bond, this 14th day of August, 1941.

H. B. DANIEL, Acting City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

I hereby approve the foregoing bond this 14th day of August, 1941.

WALTER W. COOPER  
City Manager.

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

On this 11th day of August, A.D., 1941, before me, <sup>L. L. Burr</sup> a Notary Public in and for the said County and State, personally appeared J. R. HOFFMAN, known to me to be the Vice-President, and F. B. WHITTAM, known to me to be the Secretary of the SMITH BOOTH USHER 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) L. L. BURR  
My Commission Expires Feb. 18, 1945. Notary Public in and for said County and State.

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

On this 11th day of August in the year 1941, before me, S. P. GAGE, a Notary Public in and for the County and State aforesaid, personally appeared L. L. BURR 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 Attorneys-in-Fact.

(SEAL) S. P. GAGE  
My Commission Expires July 1, 1945. Notary Public in and for said County and State

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of August, 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 SMITH BOOTH USHER COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 1 - International T-9 tractor, standard guage, 4 cyl. gasoline engine, radiator guard, street plates, and all standard equipment, with Bucyrus Erie special Bulldozer, 8 ft. blade, with lattice steel guard, and all standard equipment, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 330778. The above equipment shall include an electric starting attachment, including generator, battery and starting motor; also 15" shoe to be used instead of 13" on tractor.

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 AND 37/100 DOLLARS (\$3880.37).

Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 26th day of August, 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 AND 37/100 DOLLARS (\$3880.37),

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. 74811

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.

ATTEST:  
F.B. WHITTAM,  
Secy.

SMITH BOOTH USHER COMPANY  
J. R. HOFFMAN Contractor (SEAL)  
V. P.

I hereby approve the form of the foregoing contract, this 14th day of August, 1941.

H. B. DANIEL, Acting City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

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

On this 11th day of August, A.D. 1941, before me, L. L. BURR a Notary Public in and for the said County and State, personally appeared J. R. HOFFMAN, known to me to be the Vice-President, and F. B. WHITTAM, known to me to be the Secretary of the SMITH BOOTH USHER 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) L. L. BURR  
Notary Public in and for said County and State.  
My Commission Expires Feb. 18, 1945.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with SMITH BOOTH USHER CO. for Tractor; being Document No. 331755.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, GEO. H. HARTWIG & LUCY HARTWIG, joint entants ARE, (IS) The Owner(s) of Lots thirty six (36) and thirty seven (37), Block five (5) Ironton Addition, according to map thereof No. 689, filed in office of County Recorder, San Diego County, Oct. 26, 1891 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 July 1941, by GEO. H. HARTWIG & LUCY HARTWIG that they will, for and in consideration of the permission granted them to remove 21 feet of curbing on Rosecrans Street adjacent to the above described property, bind themselves to, and does hereby by these presents agree(s) 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 GEO. H. HARTWIG & LUCY HARTWIG 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.

GEO. H. HARTWIG  
LUCY HARTWIG  
(Owner's Signature)  
880 Rosecrans

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

On this 31st day of July A.D., Nineteen Hundred and forty-one before me, HELEN C. POLK a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared GEO. H. HARTWIG and LUCY HARTWIG 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) HELEN C. POLK  
Notary Public in and for the County of San Diego,  
State of California.  
My Commission Expires Jan. 28, 1945.

RECORDED AUG 7 1941, 45 min. past 10 A.M. in book 1213 at page 332 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

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

M. METHENY - 16  
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from GEO. H. HARTWIG et ux to City of San Diego; being Document No. 331391.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, THE SCHIRM INVESTMENT COMPANY, a California Corporation, Main 4181.-- (Office at 4th & K Streets, San Diego, California) ARE, The Owner(s) of All of Block 153, Horton's Add. No of National Ave. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 July, 1941. by the SCHIRM INVESTMENT COMPANY that they will for and in consideration of the permission granted them to remove 112 feet of curbing on 13th, National and Imperial Streets adjacent to the above described property, bind themselves to, and does hereby by these presents agree (s) 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 the SCHIRM INVESTMENT CO. 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

SCHIRM INVESTMENT COMPANY  
LOUIS SCHIRM JR. Vice Pres.  
(Owner's Signature)  
4th & K Streets, San Diego, Cal.  
(Address)

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

On this 10th day of July, A.D. Nineteen Hundred and forty one before me, BENJ. F. TYLER, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared LOUIS SCHIRM JR. 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)

RECORDED AUG. 7, 1941, 45 min. past 10 A.M. in book 1213 at page 331, of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

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

M. METHENY - 16  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from THE SCHIRM INVESTMENT COMPANY to City of San Diego; being Document No. 331392.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, ALICE KIMBALL, DORA D. STOKER, and FLORENCE M. KIMBALL, Jt. Owners ARE, the Owner(s) of       1       3       Loma Alta #1  
                                  (Lots       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 25th day of July, 1941, by ALICE KIMBALL, DORA D. STOKER and FLORENCE M. KIMBALL that we will, for and in consideration of the permission granted by us to remove 10 feet of curbing on Catalina 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.

ALICE KIMBALL - 543 E. 19th St. L.B.  
DORA D. STOKER - 3545 Lemon Ave. L.B.  
FLORENCE M. KIMBALL - 543 E. 19th St. L.B.  
(Owner's Signature) (Address)

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

On this 25th day of JULY, A. D. Nineteen Hundred and FORTY-ONE, before me, HAZEL TECK a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ALICE KIMBALL, DORA D. STOKER & FLORENCE M. KIMBALL 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 Long Beach, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)

HAZEL TECK  
Notary Public in and for the County of Los Angeles  
State of California  
My Commission Expires December 31, 1941.

RECORDED AUG. 7, 1941, 45 min. past 10 A.M. in book 1213 at page 330 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

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

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 ALICE KIMBALL et al to City of San Diego; being Document No. 331393.

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

By Francis Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, SULLIVAN HARDWOOD LUMBER CO., ARE, (IS) The Owner(s) of F & G 37  
(Owner's Name) (Lots Block  
New Town, San Diego.  
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 1st day of August, 1941, by SULLIVAN HARDWOOD LUMBER CO., that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on G St.

16 feet Kettner St.  
adjacent to the above described property, bind SULLIVAN HARDWOOD LUMBER CO., to, and they hereby by these presents agree(s) 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.

SULLIVAN HARDWOOD LUMBER CO. 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 agreement herein named.

SULLIVAN HARDWOOD LUMBER CO.  
By ROBERT J. SULLIVAN  
Secretary (SEAL)  
703 W. F St., San Diego, Calif.  
(Address)

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

On this 1st day of August, A. D. Nineteen Hundred and forty one before me, Marguerite R. Capps a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared ROBERT J. SULLIVAN, Secretary of the SULLIVAN HARDWOOD LUMBER 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, California, the day and year in this certificate first above written.

(SEAL)

MARGUERITE R. CAPPS  
Notary Public in and for the County of San Diego,  
State of California  
My Commission Expires March 18, 1945.

RECORDED AUG. 7, 1941, 45 min. past 10 A.M. in book 1213 at page 329 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

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

M. METHENY -16  
Copyist County Recorder's Office, S.D.County,Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from SULLIVAN HARDWOOD LUMBER CO. to City of San Diego; being Document No. 331394.

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

By Francis Patten Deputy

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, RHEA ANN WENGER ARE, (IS) The Owner(s) of Por 8 Tract 1350  
(Owner's Name) (Lots 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 4th day of August, by.....that... will, for and in consideration of the permission granted her to remove 20 feet of curbing on 10th Street adjacent to the above described property, bind herself to, and she hereby by these presents agree(s) 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.

RHEA ANN WENGER  
(Owner's Signature)  
4305 - 10th Ave.  
(Address)

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

On this 4th day of August, A.D. Nineteen Hundred and forty one, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared RHEA ANN WENGER known to me to be the person described in and whose name subscribed to the within instrument, and acknowledged to me that she executed the same.

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

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

RECORDED AUG. 7, 1941, 45 min. past 10 A.M. in book 1213 at page 326 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  
Copyist County Recorder's Office, S. D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from RHEA ANN WENGER to City of San Diego; being Document No. 331509.

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

By Francis Patten 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 TWENTY-SEVEN DOLLARS (\$427.00), 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 9th day of August, 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 delivery:

1 - Model GK105 Ingersoll-Rand, two-stage, air cooled, gasoling engine driven, portable air compressor, complete less running gear but mounted on skids,  
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.



tract 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. 74812 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 WALTER W. COOPER  
City Manager.

ATTEST:  
IDA MAY SLEAD

GEO. V. BLACK  
FRED L. SOUTHER  
co-partners, doing business  
under the firm name and style  
of SOUTHERN MACHINERY COMPANY.

I hereby approve the form of the foregoing contract, this 14th day of August, 1941.

H. B. DANIEL  
Acting City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with SOUTHERN MACHINERY CO. for Compressor; being Document No. 331756.

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

By Francis Patton 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-SIX Dollars (\$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 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 July, 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 to said City:

Magazines and newspaper subscriptions for the period beginning September 1, 1941 and ending August 31, 1942,

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.

COUNTERSIGNED AT LOS ANGELES, CALIF.  
By LUCILE M. CHESLEY  
Resident Asst. Secretary

HERMAN CHILTON  
an individual doing business under  
the firm name and style of  
HERMAN GOLDBERGER AGENCY  
Principal.

ATTEST:  
E. KIBBY  
Resident Assistant Secretary

AMERICAN SURETY COMPANY OF NEW YORK  
Surety  
By W. I. WHITLEY, Resident Vice President.  
(SEAL)

I hereby approve the form of the within Bond, this 15th day of August, 1941.

H. B. DANIEL  
Acting City Attorney

I hereby approve the foregoing bond this 15th day of August, 1941.

WALTER W. COOPER  
City Manager

STATE OF MASSACHUSETTS)  
COUNTY OF SUFFOLK ) ss.  
CITY OF BOSTON )

On this 26th day of July, 1941, before me personally appeared HERMAN CHILTON to me known to be (the individual) of Herman Goldberger Agency described in and who executed the within instrument, and he thereupon duly acknowledged to me that he executed the same (as the act and deed of said firm).

WILLIAM I. WHITLEY (SEAL)  
Notary Public  
My Commission expires March 25, 1943

#### SURETY COMPANY'S ACKNOWLEDGMENT

STATE OF Massachusetts)  
COUNTY OF Suffolk ) ss.  
CITY OF Boston )

On this 26th day of July, 1941, before me personally appeared W. I. WHITLEY, to me known, who, being by me duly sworn, deposes and says: That he resides Somerville, Massachusetts; that he is a Resident Vice President of AMERICAN SURETY COMPANY OF NEW YORK; the



sand Three Hundred Eighty-two and 80/100 Dollars (\$1382.80), 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. 74579 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 WALTER W. COOPER  
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 15 day of August, 1941.

H. B. DANIEL  
Acting City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with HERMAN GOLDBERGER AGENCY for Magazine & Newspaper subscriptions; being Document No. 331757.

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

By Francis Patten Deputy.

#### CONCESSION AGREEMENT

WHEREAS, the services of a custodian and janitor are desired at the municipal golf course clubhouse in Balboa Park; and

WHEREAS, T. S. Jones has, by past services, proven worthy of the task and has indicated a desire to enter into a concession agreement; NOW, THEREFORE,

MR. WALTER W. COOPER, City Manager of The City of San Diego, acting for and on behalf of The City of San Diego, hereinafter called First Party, and MR. T. S. JONES, 2028 Ocean View Boulevard, hereinafter called Second Party, covenant, promise and agree as follows, to-wit:

First Party agrees to designate, assign and set aside to Second Party one hundred (100) lockers in the men's locker room and twenty-five (25) lockers in the ladies' locker room at the clubhouse of the municipal golf course in Balboa Park; said Second Party to have complete care and custody of said lockers, to charge and receive a reasonable sum for the rent and occupancy of the same, and to keep and retain the sum so collected as consideration for the janitorial and custodial services herein contemplated and set forth. No sum in excess of existing and prevailing locker charges to be made, however, by Second Party without first obtaining the written approval of the Park Director of The City of San Diego.

Second Party agrees to extend every reasonable effort to provide satisfactory custodial and janitorial services within the municipal golf course clubhouse, for the manager's office, the men's and ladies' lounge, the solarium, the men's and ladies' rest rooms and locker rooms, and all halls leading thereto; and if at any time First Party deems the services of Second Party unsatisfactory and gives written notice of the same, then, at the option of the First Party, the covenants, assurances and agreements of this Concession Agreement shall immediately terminate, and First Party shall be wholly relieved from the obligations thereof.

If any dispute should arise between the parties hereto as to the extent, location and/or place where the services above-mentioned are to be performed, the opinion and decision of the Park Director of San Diego shall be conclusive.

Second Party agrees to follow and abide by all the clubhouse rules, regulations and practices, and with respect to all things conform to the orders and directions of the Park Director of The City of San Diego.

First Party transfers and assigns to Second Party the following exclusive privileges within the locker rooms of said clubhouse for the duration of this Concession Agreement:

- (1) Shoe shining privileges.
- (2) Such laundering and cleaning as patrons may desire.
- (3) Porter's rights.

First Party agrees to supply all reasonable janitorial supplies and needs, the amount and character of which First Party shall be the exclusive judge.

Second Party agrees to return in good condition all facilities, items or equipment, the property of The City of San Diego, which may from time to time be loaned him by the Park Director of The City of San Diego, and to reimburse the City for any loss or depreciation in excess of reasonable wear and tear which may result from his use or possession.

Second Party agrees not to assign, transfer, sublet or parcel out the concession hereby granted.

It is expressly understood and agreed that Second Party's right to operate the concession hereby granted shall continue only so long as each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions in this Concession Agreement contained on Second Party's part to be performed are strictly and promptly complied with.

Second Party agrees to save First Party harmless from any and all loss or damage arising by reason of any act or deed of Second Party hereunder, and it is expressly understood that Second Party has no right or power to act for or on behalf of First Party, either by way of agency or partnership, and, subject to the terms and conditions herein set forth, shall be and remain an independent concessionaire.

Second Party acknowledges and declares that he is acquainted with said clubhouse premises, considers them in safe condition, and hereby expressly waives any claim for loss or damage either to person or property which may hereafter arise by reason of his use or occupancy of said premises.

Second Party agrees to refer all disputes not otherwise provided for in this agreement, to First Party and abide by his decision.

Second Party 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.

Second Party 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 interferences shall not relieve the Second Party from any obligations hereunder.

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 the Second Party shall have no claim against the First Party as an individual in any event whatsoever.

The covenants, conditions, assurances and agreements as hereinabove set forth shall continue and remain in force until the termination thereof by means hereinafter provided. This Concession Agreement may be terminated as follows:

- (1) By thirty (30) days' written notice thereof by either party hereto.
- (2) By a material breach of this Concession Agreement by either party. All promises, covenants, assurances, agreements made herein are expressly deemed and declared by the parties to be material, and the offended party may terminate by giving written notice of said termination promptly upon the discovery of said breach.

- (3) By the tender or payment of Five Dollars (\$5.00) by First Party to Second Party, said termination to be effective immediately.

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 Second Party has hereunto subscribed his name the day and year first hereinabove written.

WALTER W. COOPER  
City Manager,  
Acting for and on behalf of The  
City of San Diego, First Party

T. S. JONES  
Second Party

I HEREBY APPROVE the form of the foregoing Concession Agreement, this 8 day of August, 1941.

WILLIAM H. MACOMBER  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Concession Agreement with T. S. JONES for Locker, Custodial Services, at Golf Club house; being Document No. 331763.

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

By Francis J. Jones Deputy.

#### UNDERTAKING FOR STREET LIGHTING.

#### MISSION BEACH LIGHTING DISTRICT NO. 2.

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 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 12th day of August, 1941.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into a 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, together with the maintenance of said mast arms, wires and lamps on said Mission Boulevard, between the limits above mentioned, 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.

ATTEST:  
C. C. MAY  
Assistant Secretary.

SAN DIEGO GAS & ELECTRIC COMPANY  
Principal  
By A. E. HOLLOWAY (SEAL)  
Vice President in Charge of Sales.

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

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

I hereby approve the form of the foregoing Undertaking this 19 day of August, 1941.

JACOB WEINBERGER  
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. 74819 passed and adopted on the 5th day of August, 1941, require and fix the sum of \$300.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK  
City Clerk of The City of San Diego

(SEAL)

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

On this 12th day of August, 1941, before me, R. S. Ruffin a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A. E. Holloway known to me to be the Vice President and C. C. May known to me to be the Asst. Secretary of the Corporation that executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)  
My Commission expires May 20, 1943.  
R. S. RUFFIN  
Notary Public in and for the County of San Diego,  
State of California

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

On this 12th day of August, in the year nineteen hundred forty-one, before me, Francis 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.

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

CONTRACT FOR STREET LIGHTING  
MISSION BEACH LIGHTING DISTRICT NO. 2

THIS AGREEMENT, made and entered into this 20th day of August, 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 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, 1941, to-wit, to and including August 16, 1942.

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 20, 1941, 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 Fifty-nine and 04/100 Dollars (\$959.04) 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 Thirty-nine and 76/100 Dollars. (\$239.76) 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 Nine Hundred Fifty-nine and 04/100 Dollars (\$959.04) 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 Nine Hundred Fifty-nine and 04/100 Dollars(\$959.04).

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 Thirty-nine and 76/100 Dollars (\$239.76), 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 <sup>first</sup> hereinabove written.

ATTEST:  
C. C. MAY  
Assistant Secretary

SAN DIEGO GAS & ELECTRIC COMPANY

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

THE CITY OF SAN DIEGO

By P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

ATTEST:  
FRED W. SICK  
City Clerk

(SEAL)

I hereby approve the form of the foregoing Contract, this 19 day of August, 1941.

JACOB WEINBERGER  
City Attorney

By MOREY S. LEVENSON  
Deputy City Attorney

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

On this 12th day of August, 1941, before me, R. S. Ruffin a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A. E. Holloway known to me to be the Vice President and C. C. May known to me to be the Asst. Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) My Commission expires May 20, 1943.

R. S. RUFFIN  
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 Contract covering Mission Beach Lighting District #2; being Document No. 331809.

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. 3.

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 TWENTY-THREE DOLLARS (\$523.00) 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 31st day of July, 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 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 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  
Principal  
By A. E. HOLLOWAY  
Vice Pres.

ATTEST:

E. L. TOLSON  
Resident Assistant Secretary

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 19 day of Aug. 1941.

JACOB WEINBERGER  
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. 74694 passed and adopted on the 22nd day of July, 1941, require and fix the sum of \$523.00 as the penal sum of the foregoing Undertaking.

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

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

On this 31st day of July, 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)

CONTRACT FOR STREET LIGHTING.  
UNIVERSITY AVENUE LIGHTING DISTRICT NO. 3.

THIS AGREEMENT, made and entered into this 20th day of August, 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:

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, 1941, to-wit, to and including August 6, 1942.

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 10, 1941, 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 Ninety-one Dollars (\$2091.00) 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. 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 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 Ninety-one Dollars (\$2091.00) 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 Ninety-one Dollars (\$2091.00).

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.

ATTEST:  
J. A. CANNON  
Secretary  
(SEAL)

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  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council.

ATTEST:  
FRED W. SICK  
City Clerk  
(SEAL)

I hereby approve the form of the foregoing Contract, this 19 day of Aug. 1941.

JACOB WEINBERGER  
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 the Contract covering University Ave. Lighting District No. 3; being Document No. - 331810.

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

By Francis Foster Deputy.

#### UNDERTAKING FOR STREET LIGHTING. UNIVERSITY 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 FORTY-TWO DOLLARS (\$242.00) 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 31st day of July, 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 UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the southerly prolongation of the east line of the Alley in Block 209, University Heights; and 30TH STREET, between Lincoln Avenue and Wightman Street, in the City of San Diego, required to be done, and furnish

all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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  
Principal  
By A. E. HOLLOWAY  
Vice Pres.

ATTEST:  
J. A. CANNON  
Secretary

(SEAL)

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

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

I hereby approve the form of the foregoing Undertaking this 19 day of Aug. 1941.

JACOB WEINBERGER  
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. 74693 passed and adopted on the 22nd day of July, 1941, require and fix the sum of \$242.00 as the penal sum of the foregoing Undertaking.

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

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

On this 31st day of July, in the year nineteen hundred forty-one, before me, Francis S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

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

CONTRACT FOR STREET LIGHTING.  
University Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 20th day of August, 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:

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, 1941, to-wit, to and including August 6, 1942.

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 10, 1941, 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 Sixty-six Dollars (\$966.00) 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. 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 Nine Hundred Sixty-six Dollars (\$966.00) 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 Nine Hundred Sixty-six Dollars (\$966.00).

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.

ATTEST:  
J. A. CANNON  
Secretary  
(SEAL)

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  
PAUL J. HARTLEY  
ERNEST J. BOUD  
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 19 day of Aug. 1941.

JACOB WEINBERGER  
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 Ave. Lighting District #1; being Document No. 331811.

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

By Francis Patten Deputy.

#### UNDERTAKING FOR STREET LIGHTING FIVE POINTS 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 SIXTY-FOUR DOLLARS (\$264.00) 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 31st day of July, 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 INDIA STREET, KETTNER BOULEVARD, CALIFORNIA STREET, MOORE STREET, HANCOCK STREET, HARASTHY STREET, ANDREWS STREET, and WINDER STREET, within the limits and as particularly described in Resolution of Intention No. 74038, adopted by the Council April 29, 1941, 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  
Principal

By A. E. HOLLOWAY  
Vice Pres.

ATTEST:  
J. A. CANNON  
Secretary  
(SEAL)

THE AETNA CASUALTY AND SURETY COMPANY  
Surety

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

By PAUL WOLCOTT  
Resident Vice-President

I hereby approve the form of the foregoing Undertaking this 19 day of Aug. 1941.

JACOB WEINBERGER  
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. 74695 passed and adopted on the 22nd day of July, 1941, require and fix the sum of \$264.00 as the penal sum of the foregoing Undertaking.

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

(SEAL)

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

On this 31st day of July, 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)

CONTRACT FOR STREET LIGHTING.  
Five Points Lighting District No. 1

THIS AGREEMENT, made and entered into this 20th day of August, 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:

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, 1941, to and including August 4, 1942.

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 10, 1941, 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 Fifty-three Dollars (\$1053.00) 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 "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 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 Fifty-three Dollars (\$1053.00) 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 Fifty-three Dollars (\$1053.00)

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 GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY  
Vice Pres.

ATTEST:  
J. A. CANNON  
Secretary

(SEAL)

THE CITY OF SAN DIEGO

By P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council.

ATTEST:  
FRED W. SICK  
City Clerk  
(SEAL)

I hereby approve the form of the foregoing Contract, this 19 day of Aug., 1941.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with San Diego Gas & Electric Company; being Document No. 331812.

JACOB WEINBERGER  
City Attorney

By MOREY S. LEVENSON  
Deputy City Attorney

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 14th day of August, 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 SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Lessee, hereinafter sometimes 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 the State 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, more particularly described as follows, to-wit:

PARCEL NO. 1:

Subsurface rights beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 846.26 feet southeasterly from Government Station #185 on said Bulkhead Line; thence at right angles north 33° 09' east a distance of 404.59 feet to the true point or place of beginning; thence continuing north 33° 09' east a distance of 104.08 feet, more or less, to a point on the Mean High Tide Line, as said Mean High Tide Line was established for the Bay of San Diego by that certain Superior Court Action numbered 35473; thence southeasterly following along the said Mean High Tide Line the following courses and distances: first south 59° 48' 05" east, 78.80 feet; thence south 57° 37' 05" east 150.003 feet; thence south 61° 52' 55" east a distance of 21.40 feet to a point; thence leaving said Mean High Tide Line south 33° 09' west a distance of 110.27 feet to a point; thence north 55° 04' 50" west a distance of 20.79 feet to a point; thence north 57° 27' 05" west a distance of 229.23 feet to the true point or place of beginning, containing 26,784 square feet of tideland area.

PARCEL NO. 2.

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 846.26 feet southeasterly from Government Station #185 on said Bulkhead Line; thence at right angles north 33° 09' east a distance of 404.59 feet to a point; thence south 57° 27' 05" east a distance of 229.23 feet to a point; thence south 55° 04' 50" east a distance of 20.79 feet to a point; thence south 33° 09' west a distance of 406.36 feet, more or less, to a point on the said U.S. Bulkhead Line; thence north 56° 51' west along the said U.S. Bulkhead Line, to the point or place of beginning, containing 10,472 square feet of tideland area.

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 September, 1941, and terminating on the 31st day of August, 1991, unless sooner terminated as herein provided, at the following rentals:

FOR PARCEL NO. 1 :

For the first five (5) years of said term, one-half cent ( $\frac{1}{2}\%$ ) per square foot per year;

For the next five (5) years of said term, one cent (1%) per square foot per year;

For the next ten (10) years of said term, two cents (2%) per square foot per year;

For the next five (5) years of said term, two and one-half cents ( $2\frac{1}{2}\%$ ) per square foot per year.

FOR PARCEL NO. 2:

For the first five (5) years of said term, one cent (1¢) per square foot per year;  
 For the next five (5) years of said term, two cents (2¢) per square foot per year;  
 For the next ten (10) years of said term, four cents (4¢) per square foot per year;  
 For the next five (5) years of said term, five cents (5¢) per square foot per year.

For the last twenty-five (25) year period of said term, the rentals to be paid upon Parcel No. 1 and Parcel No. 2 shall be agreed upon by The City of San Diego and said Company; provided, that if an agreement cannot be reached then the matter shall be determined by submission to a Board of Arbitrators consisting of three members. One arbitrator shall be selected by the City and one arbitrator by the Company, and the two arbitrators so selected shall select a third. The decision of such board shall be final, and both the City and the Company shall be bound thereby.

In addition to the premises hereinabove leased, there is hereby granted to the lessee, for the term of this lease, the right and privilege to construct and maintain a bulkhead extending into the Bay from Parcel No. 2, and the lessee shall pay therefor, in addition to the rentals hereinabove reserved, the sum of twenty-five dollars (\$25.00) 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.

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 trust 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. The actual value of such buildings, structures and physical improvements shall, for the purpose of determining the compensation to be paid therefor, be deemed to be the cost thereof, less depreciation as allowed by the Railroad Commission of the State of California. Said compensation shall not include the payment of any amount to said Company for any damage to or interference with or loss of business or franchise occasioned by any such termination.

Neither the whole, nor any part of this lease shall be assignable or transferable, nor shall the Company 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; provided, however, that nothing in this paragraph contained shall be deemed to apply to a mortgage or deed of trust, approved or authorized by the Railroad Commission of the State of California, which the Company may execute or enter into for the purpose of securing its indebtedness.

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 subsurface rights hereinabove described as Parcel No. 1 shall be used only and exclusively for the purpose of installing and maintaining circulating water tunnels, pipelines, conduits, and such other appurtenances and facilities as may be required for the conduct of the business of the Company between its Silver Gate generating station and the facilities to be erected upon Parcel No. 2 hereof.

The City reserves the right to open and maintain through said Parcel No. 1 a road and necessary sewer, water and railway spurs; provided, however, that the installation by the City of any such sewer and water lines shall be done in such manner as not to interfere with the installations of the Company.

That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the purpose of constructing and maintaining thereon buildings and equipment necessary and convenient in and about the operation of the Company's public utility business.

(2) All buildings and improvements 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 the plans therefor shall, prior to the erection of such buildings or improvements, be submitted to and approved by 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, except upon a termination for a cause entitling the Company to be paid compensation for its buildings, structures and physical improvements placed upon the demised premises as hereinabove provided, and which compensation shall have been paid to the Company, the Company 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 it 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 leased lands hereinabove described.

(5) The City reserves the right to make such improvements for the development of the facilities of the Bay of San Diego in furtherance 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 or by the Harbor Commission thereof, and the Company shall have no claim or right to damages or compensation by reason thereof; provided, however, that such improvements or developments shall not be of such a character as to require the removal or reconstruction by the Company of any substantial portion of the buildings, structures and physical improvements placed upon the demised premises by it, nor disturb the possession or use of said premises by the Company to any greater extent than may be necessary in the carrying out and completion of said general plan of improvement; and further such changes shall not interfere with the primary purpose of the lease, namely, the circulating of salt water through subsurface circulating tunnels or conduits to be installed by the lessee.

(6) In the event the Company 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 Company may be in default, then and in that event this lease shall terminate, and said Company shall have no further rights hereunder, and said Company 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 Company shall forfeit all rights and claims thereto and thereunder; and said Company, 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 Company to comply with the terms and conditions hereinbefore mentioned.

(7) 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 thereby are made a part of this lease with like effect as though the same were expressly set forth herein, provided, however, that in no event shall the term of this lease or the rentals herein provided to be paid be in any wise affected.

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 KLIKA  
WILLIAM E. HARPER  
Members of the Harbor Commission  
of The City of San Diego

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY

Lessee.

By L. M. Klauber  
V.P.

ATTEST:  
P. A. Bailey  
Asst. Secy.

I hereby approve the form of the foregoing Lease, this 19th day of August, 1941.

J. WEINBERGER  
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 S. D. Gas & Elec. Co.; being Document No. 331920.

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

By Francis Patton Deputy

#### AGREEMENT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 12th day of August, 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 designated as the "City", and ALBERT COOK 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 La Jolla city rubbish dump located on a portion of Pueblo Lot 1299, for a period of one (1) year 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 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. 74901, adopted on the 12th day of August, 1941, 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 WALTER W. COOPER  
City Manager.

A. C. COOK  
Party of the Second Part.

I HEREBY APPROVE the form of the foregoing Agreement this 8th day of August, 1941.

H. B. DANIEL  
Acting 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 Albert Cook for operating La Jolla City rubbish dump; being Document No. 331560.

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

By Francis Patton Deputy

U.S.G. Co. BOND NO. 1330509

KNOW ALL MEN BY THESE PRESENTS, That INTERNATIONAL HARVESTER COMPANY, a New Jersey Corporation, as Principal and United States Guarantee Company, 90 John Street, New York, 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 TWO HUNDRED EIGHTY Dollars (\$280.00), 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 August, 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 to said City:

1 - One ton International Model K3 130" wb panel 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.

ATTEST:  
GERARD J. EGER  
Assistant Secretary

(SEAL)

INTERNATIONAL HARVESTER COMPANY  
Principal  
A. J. PETERSON  
Vice-President

UNITED STATES GUARANTEE COMPANY  
Surety

ATTEST:  
THYRA C. BOLSTAD, Attorney-in-Fact.

By R. G. LETT,  
Attorney-in-Fact (SEAL)

I hereby approve the form of the within Bond, this 21st day of August, 1941.

Countersigned at  
Los Angeles, Calif.  
RATHBONE, KING & SEELEY  
By Esther M. Daniels  
Resident Agent

J. WEINBERGER  
City Attorney  
By JAMES J. BRECKINRIDGE  
Deputy City Attorney

I hereby approve the foregoing bond this 21st day of August, 1941.

WALTER W. COOPER  
City Manager

STATE OF ILLINOIS, )  
COUNTY OF COOK ) ss.

On this 8th day of August, A.D. 1941, before me, A. L. Crooks a Notary Public in and for said County and State, personally appeared A. J. Peterson, known to me to be the Vice President of the International Harvester Company, the Corporation that executed the within Instrument, known to me to be the person who executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) A. L. CROOKS  
Notary Public in and for said County and State.

STATE OF ILLINOIS )  
COUNTY OF COOK ) ss.:

On this 8th day of August 1941 before me personally came R. G. Lett to me known and by me known to be an Attorney-in-Fact of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the annexed Bond on behalf of International Harvester Company and the said R. G. Lett being by me duly sworn; did depose and say that he resides in the City of Chicago in the State of Illinois; that he is an Attorney-in-Fact of said UNITED STATES GUARANTEE COMPANY, and knows the corporate seal thereof; that the seal affixed to said annexed instrument is such corporate seal, and was thereto affixed by authority of the Power of Attorney of said Company, of which a certified copy is hereto attached, and that he signed said annexed instrument as an Attorney-in-Fact of said Company by like authority; and that he is acquainted with Thyra C. Bolstad and knows him to be also an Attorney-in-Fact of said Company and that the signature of said Thyra C. Bolstad subscribed to said annexed instrument is in the genuine handwriting of said Thyra C. Bolstad and was there-to subscribed by like authority and in deponent's presence; that the assets of said Company, unencumbered and liable to execution, exceed its debts, claims and liabilities of every nature by more than the sum of six million dollars, and that he believes the attached state-

ment of said Company's assets and liabilities, signed by deponent, is true and correct.

Subscribed, Acknowledged and  
Sworn to before me on the  
date above written.

R. G. LETT  
Deponent's Signature

(SEAL) ESTELLE B. KRONE  
(Officer's Signature, Description and Seal)  
My Commission expires Sept. 2, 1942.

(Certified Copy POWER OF ATTORNEY authorizing execution of Bonds.)  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the UNITED STATES GUARANTEE COMPANY OF New York City, New York, a corporation of the State of New York, has constituted and appointed, and does hereby constitute and appoint Convers Goddard, George S. Sando, M. S. Clayton, Estelle B. Krone, Thyra C. Bolstad and R. G. Lett of Chicago, Illinois..... each its true and lawful Attorney-in-Fact to execute jointly with either of the others, under such designation in this Company's name and to affix its corporate seal to and deliver for and on its behalf, as surety thereon or otherwise, bonds or obligations of either of the following classes, to-wit:

1. Bonds or obligations required on bids or proposals made by any bidder, or to secure the performance of contracts made by any contractor, for furnishing supplies to, or for furnishing labor and materials and performing any work for, the United States of America, or any State, City, Town, Village, Board, or others;
  2. Bonds to the United States of America which are required or permitted under laws or regulations relating to the Customs or Internal Revenue;
  3. Bonds for Notaries Public within the State of Illinois and bonds required by the laws, ordinances or regulations of any State, City, Town, Village, Board or other body or organization, public or private, for obtaining a License or Permit for exercising any privilege or doing or carrying on any work, business or occupation;
  4. Bonds to Transportation Companies to secure payment of transportation charges, or for delivery of freight prior to surrender of Bill of Lading;
  5. Bonds and undertakings (except bonds on behalf of fiduciaries) required or permitted by law to be given or filed in any suit, matter or proceeding in any Court of the United States, or in any State or other Court, or given to or filed with any Sheriff or Magistrate within any State, for the doing or not doing of anything specified in such Bond or Undertaking, in which the penalty of the bond or liability incurred under such undertaking does not exceed twenty-five thousand dollars (\$25,000);
  6. Any other bond or undertaking, the execution of which shall be authorized by letter addressed to either of said Attorneys-in-Fact, signed by George H. Reaney, President, or John T. Jones or William E. Schenck or James G. Cannon or Nathan Mobley or Edward E. Stalling, Vice-Presidents of this Company, and sealed with this Company's corporate seal, attested by its Secretary or one of its Assistant Secretaries;
- and the execution of any and all such bonds and undertakings by any two of such Attorneys-in-Fact, in this Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon this Company.

IN WITNESS WHEREOF, the said UNITED STATES GUARANTEE COMPANY has, pursuant to its By-Laws, caused these presents to be signed by its Vice-President and Assistant Secretary and its corporate seal to be hereto affixed this 20th day of March 1941.

UNITED STATES GUARANTEE COMPANY,

By JOHN T. JONES  
Vice-President

WARD E. FLAXINGTON  
Assistant Secretary (CORP. SEAL)

STATE OF NEW YORK )  
 ) ss.  
County of New York )

On this 20th day of March 1941 before me personally came WARD E. FLAXINGTON, to me known and by me known to be Assistant Secretary of the UNITED STATES GUARANTEE COMPANY, the corporation described in and which executed the foregoing Power of Attorney to Convers Goddard, George S. Sando, M. S. Clayton, Estelle B. Krone, Thyra C. Bolstad and R. G. Lett, and the said WARD E. FLAXINGTON being by me duly sworn, did depose and say that he resides in the City of New York, in the state of New York; that he is Assistant Secretary of the UNITED STATES GUARANTEE COMPANY and knows the corporate seal thereof; that the seal affixed to the foregoing Power of Attorney is such corporate seal and was thereto affixed by authority of the By-Laws of said Company, and that he signed said Power of Attorney as Assistant Secretary of said Company by like authority; that he is acquainted with John T. Jones and knows him to be Vice-President of said Company and that the signature of said John T. Jones subscribed to said Power of Attorney is in the genuine handwriting of said John T. Jones and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Subscribed, Acknowledged and Sworn to  
before me on the date above written.

WARD E. FLAXINGTON

(NOTARIAL SEAL) DAVID OSSMAN  
NOTARY PUBLIC, Queens Co. No. 3421  
Commission Filed in New York Co. No. 249  
Commission expires March 30, 1941

CITY AND COUNTY OF NEW YORK: ss.

I, GEORGE F. MEREDITH, Assistant Secretary of the UNITED STATES GUARANTEE COMPANY, do hereby certify that the following is a true excerpt from the By-Laws of said Company as adopted by its Board of Directors on February 6, 1929, and that the same has not since been amended or rescinded, to-wit:

"ARTICLE VII. EXECUTION OF BONDS, ETC.

Sec. 1. All bonds, undertakings, contracts, powers of attorney and other instruments for and on behalf of the Company which it is authorized by law or its charter to execute, may and shall be executed in the name and on behalf of the Company by its President, or a Vice-President, jointly with its Secretary, or an Assistant Secretary, under

their respective designations, except that:  
(a) Any officer or officers, agent or agents, attorney-in-fact or attorneys-in-fact designated in any resolution of the Board of Directors or Executive Committee adopted either before or after the making of this By-Law, or in any power of attorney executed as provided for in this section, may execute in the manner prescribed in such resolution or Power of attorney any such bond, undertaking or other obligation which he or they shall be empowered to execute by such resolution or power of attorney;"

And I further certify that I have compared the foregoing copy of the POWER OF ATTORNEY with the original thereof executed by said UNITED STATES GUARANTEE COMPANY to Convers Goddard, et al dated March 20, 1941 and the same is a correct and true copy of the whole of said original Power of Attorney and that said Power of Attorney has not been re-voked.

And I further certify that said UNITED STATES GUARANTEE COMPANY is duly licensed to transact fidelity and surety business in the State of California and is also duly licensed to become sole surety on bonds, undertakings, etc., permitted or required by the laws of the United States.

Given under my hand and seal of said Company at New York City, N. Y., this 8th day of August, 1941.

GEORGE F. MEREDITH  
Assistant Secretary

FINANCIAL STATEMENT  
of the  
UNITED STATES GUARANTEE COMPANY  
90 John Street, New York, N.Y.  
as of December 31, 1940

ASSETS		LIABILITIES	
United States Government Bonds.....	\$ 5,496,828.88	Reserve for Unearned Premiums.....	\$ 3,616,600.27
State and Municipal Bonds.....	711,900.39	Reserve for Losses and Claims.....	3,039,600.64
Railroad Bonds and Stocks.....	536,116.01	Reserve for Loss Adjust-ment Expenses.....	90,319.58
Public Utility Bonds and Stocks.....	1,114,670.60	Reinsurance Reserves..	1,076,720.29
Industrial, etc. Bonds and Stocks.....	5,843,969.11	Funds held under Rein-surance Treaties....	380,254.59
Total Bonds and Stocks.....	\$13,703,484.99	Commissions and Brok-erage.....	109,481.78
Cash in Banks.....	\$4,403,763.89	Federal, State and Other Taxes.....	457,595.18
Cash in Office.....	8,425.00	Accounts Payable.....	9,768.34
Premiums not over three months due.....	376,189.10	Voluntary Special Re-serve.....	15,616.30
Reinsurance Receivable.....	143,175.77	Voluntary Contingency Reserve.....	1,250,000.00
Accrued Interest.....	39,000.89		\$10,045,956.97
Other Assets .....	76,423.35	Capital Paid in .....	\$2,000,000.00
Total Admitted Assets.....	\$18,750,462.99	Surplus .....	6,704,506.02
		Surplus to Policyholders.....	8,704,506.02
		Total Liabilities.....	\$18,750,462.99

Bonds and Stocks are valued in accordance with requirements of State of New York Insurance Department.  
On the basis of December 31, 1940 market quotations for all bonds and stocks owned, this company's Total Admitted Assets and its Surplus would be increased by \$340,579.73.  
Securities carried at \$1,078,583.50 in the above statement are deposited as required by law.

A CORRECT STATEMENT:  
R. G. LETT  
Attorney-in-fact

CONTRACT  
THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of AUGUST, 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 INTERNATIONAL HARVESTER COMPANY, a New Jersey 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 con-tained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1 - One ton International Model K3 130" wb panel truck,  
in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 330453,

EXEMPTION CERTIFICATE

(For use by United States, States, Territories, or political sub-divisions thereof, or the District of Columbia.)

August 21, 1941  
(Date)

The undersigned hereby certifies that he is Purchasing Agent of The City of San Diego, State of California and that he is authorized to execute this certificate and Territory or Political subdivision or District of Columbia)  
that the article or articles specified in the accompanying order are purchased from International Harvester Company, for the exclusive use of The City of San Diego (Name of Seller - Ultimate Vendor) (Government Unit)  
San Diego, of San Diego California (United States, State, Territory, or political subdivision, or District of Columbia.)

It is understood that the exemption from tax in the case of sales of articles under this exemption certificate to the United States, States, etc., is limited to the sale of articles purchased for their exclusive use, and it is agreed that if articles purchased tax free under this exemption certificate are used otherwise or are sold to employees or others, such fact must be reported to the manufacturer of the article or articles covered by this certificate. It is also understood that the fraudulent use of this certificate to secure exemption will subject the undersigned and all guilty parties to a fine of not more than \$10,000.00, or to imprisonment for not more than five years, or both, together with costs of prosecution.

F. M. LOCKWOOD (Signature)  
(Tital of Officer) Purchasing Agent

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

One Thousand One Hundred Seventeen and 53/100 Dollars (\$1117.53)

Said price includes the California State Sales Tax.

Federal Excise Tax on the sale of said motor truck has been excluded from the sale price and tax exemption certificate will be furnished the seller.

Said contractor agrees to complete said delivery on or before the 15th day of December, 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 One Hundred Seventeen and 53/100 Dollars (\$1117.53),  
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. - 74676 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

(SEAL)

INTERNATIONAL HARVESTER COMPANY  
Contractor

ATTEST:  
GERARD J. EGER  
Assistant Secretary

A. J. PETERSON  
Vice President

I hereby approve the form of the foregoing contract, this 21st day of August, 1941.

J. WEINBERGER  
City Attorney

By JAMES F. BRECKENRIDGE  
Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with International Harvester Co. for 1 truck; being Document No. 331926.

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

By Francis Patten Deputy.

OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 4th day of August, 1941, under and by virtue of the provisions of Section 3897d of the Political Code of the State of California, as modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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 sold to the State of California on June 29, 1932, for taxes due for the year 1931, Certificate No. 11434, and said lands were deeded to the State of California July 1, 1937, by Deed No. 1244; 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, as modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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:

Lot A, Crown Point, according to the map thereof No. 1891, filed in the office of the County Recorder of San Diego, County, California;

the consideration for such purchase to be the sum of Two Hundred 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.

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 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 modified and embodied in the Revenue and Taxation Code of the State of California adopted May 16, 1939, Sections 3771-3773 and 3791-3810, 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 \_\_\_\_\_ day of \_\_\_\_\_, 1941, 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 15th day of July, 1941, authorizing such execution, the day and year first hereinabove written.

BOARD OF SUPERVISORS OF THE COUNTY  
OF SAN DIEGO, STATE OF CALIFORNIA..

By WALTER BELLON  
Chairman

ATTEST:

J. B. MC LEES, County Clerk & ex  
officio Clerk of said Board.

By L. O'Kennedy Deputy.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

(SEAL)

I HEREBY APPROVE the form of the foregoing Option Agreement this 23rd day  
of July, 1941.

D. L. AULT, City Attorney  
By JAMES J. BRECKENRIDGE, Deputy  
I HEREBY APPROVE the form of the foregoing Option Agreement this 28th day  
of July, 1941.

THOMAS WHELAN  
District Attorney

By CARROLL H. SMITH  
Deputy.

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 August 20, 1941.

HARRY B. RILEY, Controller of  
the State of California

(SEAL)

By BERT FOSTER Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct  
copy of Option to Purchase Lot A, Crown Point from County of San Diego; being Document No.-  
331932.

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

By Francis Patten 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 (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 15th day of August, 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 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, 1941, and ending August 15, 1942, 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: C. D. MOORE DALEY CORPORATION  
Principal.  
By G. R. Daley, President (SEAL)

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

I hereby approve the form of the within Bond, this 22nd day of August, 1941.

JACOB WEINBERGER  
City Attorney

By HARRY S. CLARK  
Deputy City Attorney.

I hereby approve the foregoing bond this 22nd day of August 1941.

WALTER W. COOPER  
City Manager.

STATE OF CALIFORNIA )  
County of San Diego ) ss.

On this 15th day of August, 1941, 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  
Notary Public in and for said County and State.  
My Commission Expires Jan. 9, 1945.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 16th day of August, 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 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, 1941, and ending August 15, 1942; all in accordance with the specifications therefor contained in Document No. 331012, 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:  
Under 100 tons .....\$3.22 per ton  
100 to 200 tons.....\$2.45 per ton  
Over 200 tons.....\$2.35 per ton

Asphaltic wearing surface, San Diego Type, and/or  
Sheet asphalt wearing surface;  
Under 100 tons .....\$3.96 per ton  
Over 100 tons.....\$3.25 per ton

Plant mixed surfacing:  
Under 100 tons .....\$2.60 per ton  
100 to 200 tons .....\$2.50 per ton  
Over 200 tons .....\$2.30 per ton

Said 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:  
 Under 100 tons .....\$3.22 per ton  
 100 to 200 tons .....\$2.45 per ton  
 Over 200 tons .....\$2.35 per ton

For Asphaltic wearing surface, San Diego Type, and/or  
 Sheet asphalt wearing surface:  
 Under 100 tons .....\$3.96 per ton  
 Over 100 tons .....\$3.25 per ton

For Plant mixed surfacing;  
 Under 100 tons .....\$2.60 per ton  
 100 to 200 tons .....\$2.40 per ton  
 Over 200 tons .....\$2.30 per ton

plus the amount of the California State Sales Tax.  
 The City's minimum requirements for the three types of asphalt patching materials will be approximately 10,000 tons.

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 Resolution No. 74880 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 WALTER W. COOPER  
 City Manager

DALEY CORPORATION

By G. R. DALEY President (SEAL)

ATTEST:  
 C. D. MOORE

I hereby approve the form of the foregoing contract, this 22nd day of August, 1941.

JACOB WEINBERGER  
 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 Daley Corporation for asphalt paving material; being Document No. - 331951.

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

By Francis Patten Deputy.

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, 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 THREE HUNDRED THREE Dollars (\$303.00), 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 August, 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:

50 - Colt's official police revolvers  
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 con-  
tract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:  
W. C. SHAW

WESTERN METAL SUPPLY COMPANY  
B. B. STARKE, Presd't. (SEAL)  
Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY  
Surety

ATTEST:  
M. SHANNON

By GEO. H. MURCH  
Attorney-in-fact (SEAL)

I hereby approve the form of the within Bond, this 27th day of August, 1941.

JACOB WEINBERGER  
City Attorney

By H. B. DANIEL  
Asst. City Attorney.

I hereby approve the foregoing bond this 27th day of August, 1941.

WALTER W. COOPER  
City Manager.

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

On this 25th day of August, before me, MARSTON BURNHAM, in the year one thou-  
sand nine hundred and forty-one, 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.  
My Commission Expires April 27, 1942.

(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 27th day of August, 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 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 con-  
tained on the part of said City, and the sums of money hereinafter designated to be paid to  
said contractor by said City, in manner and form as hereinafter provided, said contractor  
hereby covenants and agrees to and with said City to furnish and deliver to said City:

50 - Colt's official police revolvers, .38 Cal. special,  
with 6" barrel, 6 shot, std. partridge sights,  
jointless frame swing cylinder, double action,  
center fire, blued finish, in accordance with the  
specifications therefor on file in the office of  
the City Clerk of said City under Document No.  
331014.

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

One Thousand Two Hundred Eleven and 28/100 Dollars (\$1211.28)  
Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the .....day  
of .....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 Two Hundred Eleven and 28/100 Dollars (\$1211.28),  
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 pro-  
visions 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. 74879 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.

WESTERN METAL SUPPLY CO.

By B. B. STARKE  
President (SEAL)  
Contractor

ATTEST:  
W. C. SHAW

I hereby approve the form of the foregoing contract, this 27th day of August, 1941.

JACOB WEINBERGER  
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 Revolvers; being Document No. 332054.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy.

#### LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of September, 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 FRONTIER ENTERPRISES, INC., a 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 in The City of San Diego, County of San Diego, State of California, 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 first day of May, 1911, and as subsequently amended, said property, rights and privileges being particularly described as follows, to-wit:

Commencing at the Northwesterly corner of the United States Coast Guard Base, said point having the following coordinates based on the original Old Town Monument, said coordinates being South eight thousand two hundred nine and eighty-eight one-hundredths - (8209.88), East five hundred ninety-two and fifty-eight one hundredths (592.58); thence Northwesterly along a curve concave to the Southwest, whose tangent bears North 68° 31' West, having a radius of one thousand nine hundred forty-eight and fifty one-hundredths (1948.50) feet through a central angle of 0° 35' 17", a distance of twenty and no one-hundredths (20.00) feet to a point on said curve, said point being the true point of beginning; thence continuing Northwesterly along said curve through an additional central angle of 17° 20' 32", a distance of five hundred eighty-nine and seventy-six one-hundredths (589.76) feet; thence North 86° 26' 49" West to an intersection with the boundary of the San Diego Municipal Airport and the United States Marine Corps Base, a distance of two thousand five hundred twenty-three and seventy-eight one-hundredths (2523.78) feet; thence South 28° 50' 25" West along said boundary of said San Diego Municipal Airport and United States Marine Corps Base a distance of five hundred ninety-eight and six one-hundredths (598.06) feet to a point, said point being distant one hundred fifteen and no one-hundredths (115.00) feet at right angles Northeasterly from the combined Pierhead and Bulkhead line as established by the United States Army Engineers October, 1940; thence South 85° 23' 03" East, along a line parallel to and distant one hundred fifteen and no one-hundredths (115.00) feet at right angles Northeasterly from the said combined Pierhead and Bulkhead line, a distance of two thousand six hundred thirty-six and thirty-one one-hundredths (2636.31) feet; thence North 58° 42' 44" East a distance of two hundred sixty-one and eighty-seven one-hundredths (261.87) feet; thence South 68° 31' East a distance of three hundred fifty-four and fifty-nine one-hundredths (354.59) feet to a point on a curve, said curve being concave to the Southeast, and whose tangent bears North 35° 21' East and whose radius is eighty-four and sixty-three one-hundredths (84.63) feet;

thence Northeasterly along said curve through a central angle of 30° 36' a distance of forty-five and twenty one-hundredths (45.20) feet to a point, said point being distant twenty and no one-hundredths (20.00) feet at right angles Northwesterly from the Northwesterly boundary of said United States Coast Guard Base; thence North 21° 29' East parallel to and distant twenty and no one-hundredths (20.00) feet at right angles Northwesterly from said Northwesterly boundary of said United States Coast Guard Base a distance of four hundred fifty-two and twenty one-hundredths (452.20) feet to the true point of beginning; containing 39.97 acres.

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

TOGETHER WITH the right to construct and maintain docks and/or ramps on the leased premises and the right of exclusive use of said docks and/or ramps; together, also with the right to the unobstructed use of the waters of the Bay of San Diego abutting the leased premises for a distance of five hundred (500) feet bayward therefrom.

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 FRONTIER ENTERPRISES, INC., for the period of forty-two (42) years, commencing on the 1st day of September, A.D. 1941, and extending to the 31st day of August, A.D. 1983, at and for an annual rental of two thousand dollars (\$2000.00) per year, payable yearly in advance on or before the first day of each year of said term, the first payment payable upon the execution of this lease by Lessor and Lessee.

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 exclusively for the purpose of remodeling, overhauling, repairing, storing, operating and delivering aircraft, such as flying boats and amphibians, and in aeronautical engineering and experimental work, together with purposes related and 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 The City of San Diego.

That the Corporation shall erect and maintain, during the life of this lease, a substantial fence around the landward boundaries of the leased premises.

That where the leased premises abut upon and adjoin the proposed Harbor Drive, as shown on Drawing 123-B-2, attached hereto as Exhibit "A", the Corporation will reserve a space of sufficient width between the fence to be constructed upon the boundary line of the leased premises to provide a service road between such fence and any permanent buildings or structures to be erected upon the leased premises.

That the Corporation shall, at its own expense, without cost to the City, install and maintain all bulkheads, sewers and pavements on the leased premises, including water, gas and electric services to and upon said property.

That the Corporation will permit 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 its operations upon and from the said premises.

(3) That in the use of said premises, the Corporation shall be subject to all laws of the United States, of the State of California, and the charter and ordinances of The City of San Diego, applicable to the operation of aircraft and/or to the leasing of tidelands by the City.

(4) That the 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 by the City to the Corporation, which shall be afforded the timely privilege and option of defending same.

(6) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the Corporation to be paid compensation for its buildings, structures and physical improvements placed upon said demised premises as hereinabove provided, and which compensation shall have been paid to the Corporation, the Corporation shall have the right and shall be required, within a reasonable time after such termination, to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed or installed by it thereon, or to make such other disposition thereof as may be acceptable to the Harbor Commission of said City; subject, however, to any constitutional, statutory or contract lien which the City may have for unpaid rents or charges.

(7) The Corporation shall, within one (1) year from September 1st, 1941, establish and erect upon the premises hereby leased such land and water facilities as it may require for the uses for which said premises are leased, and shall during the remainder of the term of this lease, and any extension or renewal thereof, maintain and operate such facilities upon the leased premises.

If the Corporation shall fail to comply with the requirements of this condition within the said period of one (1) year, or shall at any time during the term of this lease, or any extension or renewal thereof, discontinue the use of said premises for the purposes herein contemplated, 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 and after giving one (1) year's written notice to the City, to surrender to the City this lease and all of its right 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 the 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 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 of as sound financial standing as the Consolidated Aircraft Corporation, and conducting an aircraft manufacturing business similar to that conducted or to be conducted by the Consolidated

Aircraft Corporation upon the premises heretofore leased by the City to said Corporation.

(9) In the 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 Corporation shall remove from the 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 the 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 Department 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, for navigation, commerce and the fisheries, or in any manner become inconsistent with the trusts upon which 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 upon 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, but shall not be held to include or require compensation to be paid in any amount to the Corporation for any damage to or interference with the loss of business or franchise occasioned by any such termination; and in such event the Corporation shall leave all such buildings, structures and physical improvements upon the demised premises, and shall have no further interest in the same regardless of the provisions of paragraph (6) hereof.

(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.

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. VAN DEMAN  
EMIL KLIKA  
WILLIAM E. HARPER  
Members of the Harbor Commission  
of the City of San Diego.

FRONTIER ENTERPRISES, INC.

Lessee.

By R. H. FLEET

President.

(SEAL)  
ATTEST: R. A. Stanberry  
Secretary.

I hereby approve the form of the foregoing Lease, this 26th day of August, 1941.

JACOB WEINBERGER  
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 Tidelands Lease with Frontier Enterprises, Inc., being Document No. 332070.

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

By Francis Patton Deputy.

#### FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 2nd day of May, 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, by and through its Council, 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:

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 certain materials and 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 MISSION VALLEY PIPE LINE, in the City of San Diego, State of California, being and as per Schedule II all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 31st day of March, 1941, marked "Document No. 327939, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications MISSION VALLEY PIPE LINE said plans consisting of 5 sheets and said specifications consisting of 106 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</u> <u>8 hours</u>
Blacksmiths	\$ 6.00
Blade Men	6.00
Carpenters	9.00
Caulkers	6.00
Cement Finishers	10.00
Compressor Operators (Portable)	9.00
Concrete Mixermen (10 c. f. capacity and under)	7.00
Concrete spreaders	6.00
Concrete Tampers	6.00
Crane Operators	12.00
Dragline Operators	12.00
Drillers	7.00
Drill Sharpeners	6.00
Electricians	10.00
Hoist operators	10.00
Laborers, Common	6.00
Pipe Layers	8.00
Powdermen	8.00
Pump Men	6.00
Reinforcing Steel Workers (Placers and Tiers)	10.00
Shovel Operators	12.00
Shovel Firemen	8.00
Shovel Oilers	7.40
Teamsters	5.00
Tractor Operators	10.00
Trenching Machine Operators	11.00
Truck Drivers, under 15,500 pounds	5.60
Truck Drivers, over 15,500 pounds	6.40
Watchmen	5.00
Welders	11.00
Yarners	6.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 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 caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
ADDISON E. HOUSH  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

ATTEST:  
FRED W. SICK  
City Clerk

(SEAL)

AMERICAN CONCRETE AND STEEL PIPE COMPANY  
Contractor

F. D. JENKINS  
Vice-President

ATTEST:  
J. J. McADAMS, Secy.

(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 2nd day of May 1941.

D. L. AULT  
City Attorney of the City of  
San Diego  
By H. B. DANIEL  
Asst. City Atty.

#### FORM OF FAITHFUL PERFORMANCE BOND

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 Two Hundred Thirty-five Thousand Three Hundred Ninety and 44/100 (\$235,390.44) (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 2nd day of May, 1941.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish certain materials, haul and place certain materials furnished by City and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of MISSION VALLEY PIPE LINE in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 31st day of March 1941 marked Document No. 327939 and endorsed Contract Documents including Notice to Contractors, Instructions to Bidders, Proposal, Contract Drawings and Specifications, Mission Valley Pipe Line, said plans consisting of 5 sheets, and said specifications consisting of 106 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 2nd day of May 1941, 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.

AMERICAN CONCRETE AND STEEL PIPE COMPANY  
Principal  
By F. D. Jenkins Vice President (SEAL)

ATTEST:  
J. J. McAdams, Secy.  
Countersigned by  
H. G. Malm -Attorney-in-fact  
204 Broadway, San Diego, Cal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety  
By W. M. Walker  
Attorney-in-fact.

ATTEST:  
THERESA FITZGIBBONS, Agent.

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 2nd day of May, 1941.

D. L. AULT  
City Attorney of the City of  
San Diego  
By H. B. DANIEL  
Asst. City Atty.

Approved by a majority of the members of the Council of The City of San Diego this 2nd day of May, 1941.

ATTEST:

Fred W. Sick  
City Clerk

(SEAL)

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

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

On this 2nd day of May, 1941, before me, S. M. Smith, 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 Theresa Fitzgibbons 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)

S. M. SMITH  
Notary Public in and for the County of Los Angeles,  
State of California  
My Commission expires Feb. 18, 1942.

#### FORM OF LABOR AND MATERIALMEN'S BOND

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 Hundred Seventeen Thousand Six Hundred Ninety Five and 22/100 Dollars (\$117,695.22), (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 2nd day of May, 1941.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, haul and place certain materials furnished by the City, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of MISSION VALLEY 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 31st day of March, 1941, marked Document No. - 327939 and endorsed Contract Documents including Notice to Contractors, instructions to bidders, proposal, contract drawings and specifications, MISSION VALLEY PIPE LINE, said plans consisting of 5 sheets and said specifications consisting of 106 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 One Hundred Seventeen Thousand Six Hundred Ninety Five and 22/100 Dollars (\$117,695.22), 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 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-bounden parties have executed this instrument under their seals this 2nd day of May 1941, 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:

J. M. Mc Adams, Secy.

AMERICAN CONCRETE AND STEEL PIPE COMPANY  
Principal

(SEAL)

By F. D. Jenkins Vice President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety

ATTEST:

Theresa Fitzgibbons Agent.

By W. M. Walker  
Attorney-in-Fact

(SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

Countersigned by

H.G. Malm -Attorney in fact for  
Fidelity and Deposit Co. of Maryland  
201 Broadway, San Diego, Cal.

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

On this 2nd day of May, 1941, before me, S. M. SMITH, 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 THERESA FITZGIBBONS 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 names of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

S. M. SMITH (SEAL)  
Notary Public in and for the County of Los Angeles,  
State of California  
My Commission expires Feb. 18, 1942.

I hereby approve the form of the within Bond this 2nd day of May, 1941.

D. L. AULT  
City Attorney of the City of  
San Diego  
By H. B. DANIEL  
Asst. City Atty.

Approved by a majority of the members of the Council of The City of San Diego this 2nd day of May, 1941.

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

ATTEST:  
FRED W. SICK  
City Clerk

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the Contract with AMERICAN CONCRETE AND STEEL PIPE CO., being Document No. 328966.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Richard J. Ryan ARE The Owner of Lot C and south 10 feet of Lot D, Block 310, Horton's (Owner's Name) and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 May, 1941, by RICHARD J. RYAN that he will, for and in consideration of the permission granted him to remove sixty feet of curbing on First Avenue 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.

RICHARD J. RYAN 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.

RICHARD J. RYAN  
(Owner's Signature)  
1615 Fern Street, San Diego, California  
(Address)

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

On this 21st day of May, A. D. Nineteen Hundred and forty-one, before me, Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared RICHARD J. RYAN 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.  
My Commission Expires Mar. 20, 1943.

(SEAL)

RECORDED AUG. 18, 1941, 46 min. past 9 A.M. in book 1235 at page 108, 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 Removal Agreement of Richard J. Ryan on First Ave to City of San Diego,; being Document No. 329483.

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

By Francis Patten Deputy.

## CITY OF SAN DIEGO

## A G R E E M E N T

WHEREAS, W. H. Carlton ARE, (IS) The Owner(s) of West 100' of Lots 1 to 4  
(Owner's Name) (Lots

Block 59 City Heights  
Block Subdivision)  
and,

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

THIS AGREEMENT, signed and executed this 28th day of July 1941, by W.H. Carlton that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on Wilson Ave., adjacent to the above described property, bind him to, and he hereby by these presents agree(s) 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.

W. H. CARLTON  
(Owner's Signature)  
651 $\frac{1}{4}$  W. Santa Barbara Str.  
Los Angeles, Calif.

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

On this 29th day of July, A. D. Nineteen Hundred and Forty one, before me, S. F. L. Foss, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. H. CARLTON 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.

S. F. L. FOSS  
Notary Public in and for the County of  
San Diego, State of California  
My Commission Expires Oct. 21, 1944. (SEAL)

RECORDED AUG. 14, 1941, 15 min. past 9 A.M. in book 1235 at page 64 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.

Copyist <sup>NOLA N. REAHLER</sup>  
County Recorder's Office, 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. H. Carlton to City of San Diego; being Document No. 331360.

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

By Francis Fatten Deputy.

D E E D

I, Filippo and Rosa Lessa  
For and in Consideration of the benefits to accrue by the location, construction, and maintenance of a sewer line through and across the property herein described, and in consideration of the sum of One Dollar (\$1.00) to...in hand paid, the receipt whereof is hereby acknowledged, do hereby grant to the City of San Diego, a municipal corporation in the County of San Diego, State of California, an easement and right of way through, along and across all that certain real property situate in the City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:  
Lots 23-24 Block #189 San Diego Land and Town Tract  
San Diego, San Diego County, Calif. According to San Diego City  
Map #379, filed October 30th, 1886.

TO HAVE AND TO HOLD the above granted and described right of way unto the said grantee, its successors and assigns forever, as a right of way for a sewer pipe line.

The purpose of this easement and right of way is for the construction and maintenance of a private sewer lateral inside the property lines, it being understood that the City of San Diego is not to be held liable for any damage resulting from the construction and maintenance of sewer laterals over and across this easement.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 5th day of August, 1941.

L. W. SIMPSON  
Witness

FILLIPPO LESSO (SEAL)  
ROSA ( X ) LESSO (SEAL)

MARGARET N. LIND  
Witness

Her mark

Rosa Lessa being unable to write signed by mark, her name being written near it by the undersigned, who also signs as witness thereto.

RECORDED AUG. 14, 1941, 15 min. past 9 A.M. in book 1232 at page 43 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.

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 Sewer Easement from Phillipi Lessa and wife - 740 Evans St., San Diego, Calif. to City of San Diego; being Document No. 331523.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, George Dabkovich and Chris Mitrovich, ARE, (IS) The Owner(s) of B  
(Owner's Name) (Lots  
Pueblo Lot 316  
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 6th day of August, 1941, by the owners that they will, for and in consideration of the permission granted them to remove 90 feet of curbing on Causeway adjacent to the above described property, bind themselves to, and they hereby by these presents agree (s) 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.

GEORGE DABKOVICH  
CHRIS MITROVICH  
(Owner's Signature)

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

On this 6th day of August, A. D. Nineteen Hundred and Forty-one, before me, Gloria Ann Jacobs a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George Dabkovich and Chris Mitrovich known to me to be the persons described in and whose names 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 County of San Diego, State of California, the day and year in this certificate first above written.

GLORIA ANN JACOBS  
Notary Public in and for the County of  
San Diego, State of California

(SEAL)  
My Commission Expires December 27, 1944.

RECORDED AUG. 14, 1941, 15 min. past 9 A.M. in book 1235 at page 64 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.

NOLA N. PFAHLER  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from George Dabkovich and Chris Mitrovich to City of San Diego; being Document No. 331536.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, General Petroleum Corporation of California ARE, (IS) The Owner(s)  
(Owner's Name) (Lessor)  
of 39 and 40 194 Pacific Beach  
(Lots 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 .....day of .....by General Petroleum Corp. of Calif. that they will, for and in consideration of the permission granted them to remove 60' feet of curbing on Mission Blvd. adjacent to the above described property, bind themselves to, and they hereby by these presents agree(s) 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.

General Petroleum Corp. of Calif. 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. OF CALIFORNIA

H. H. MOSHER

(Owner's Signature)

108 W. 2nd Street, Los Angeles, Calif.

(Address)

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

On this 4th day of August, A. D. Nineteen Hundred and Forty-one before me, W. B. Mac Adams a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. H. Mosher 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

W. B. MAC ADAMS

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

(SEAL)

My Commission Expires July 22, 1944.

RECORDED AUG. 14, 1941, 15 min. past 9 A.M. in book 1235 at page 65 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 General Petroleum Corporation of California to City of San Diego; being Document No. 331539.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Potter Deputy.

A G R E E M E N T

WHEREAS, Mrs. Maggie E. Harris and Lillian F. Harris is the owner of Lot 3 (Portion) Block 1 Subdivision Homeland Villas 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 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. \_\_\_\_\_ suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a 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 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 \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Mrs. Maggie E. Harris & Lillian F. Harris that they will, for and in consideration of the permission granted them to erect a 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 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 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 canopy building to the line designated; that she will move said 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 agrees 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.

MAGGIE E. HARRIS

LILLIAN F. HARRIS

Owner's Name

UNION OIL COMPANY

By C. E. DENTON

Officer

STATE OF CALIFORNIA )  
                                  )ss  
County of Los Angeles )

On this 5th day of August in the year one thousand, nine hundred and 41, A.D., before me, Roger V. Bolton a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. E. Denton personally 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 the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of Los Angeles, State of California  
My commission expires December 8, 1941

ROGER V. BOLTON

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 5th day of August A.D. Nineteen Hundred and 41, before me, Roger V. Bolton a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Maggie E. Harris & Lilliam F. Harris 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) Notary Public in and for the County of Los Angeles, State of California  
My Commission expires December 8 1941

ROGER V. BOLTON

RECORDED AUG 14 1941 15 min. past 9 A.M. in Book 1232 at Page 45 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 Agreement to move building, from Maggie E & Lillian F Harris; being Document No. 331574.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Nora A. Rossman is the owner of Lots 15-16 Judson Orange Hill Park Reserve Park Subdivision; and,

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

THIS AGREEMENT, signed and executed this 11th day of August, 1941, by Dora A. Rossman that she will, for and in consideration of the permission granted her to remove 35 feet of curbing on 1761 C St 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.

Dora A. Rossman 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.

DORA A. ROSSMAN

1704 Harding Ave., National City, Calif.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 11 day of August, A.D. Nineteen Hundred and forty-one, before me D.P.Guy, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dora A. Rossman 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 National City, 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 July 15, 1942

D. P. GUY

RECORDED AUG 14 1941 15 min. past 9 A.M. in book 1232 at page 46 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 Dora A. Rossman; being Document No. 331680.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Elda P. Downey is the owner of Lot 6, Block 254 Pueblo Lot 209 and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 August, by Elda P. Downey that she will, for and in consideration of the permission granted to remove 15 feet of curbing on Locust 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.

ELDA P. DOWNEY  
2930 Hugo St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 7th day of August, A.D. Nineteen Hundred and forty one, before me J. B. McLees Clerk of Superior Court San Diego County, California, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elda P. Downey 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. B. MC LEES  
Clerk of Superior Court, San Diego County, California

RECORDED AUG 14 1941 15 min. past 9 A.M. in book 1232 at page 34 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 Elda P. Downey; being Document No. 331681.

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

By Francis Patton Deputy

#### A G R E E M E N T

WHEREAS, Leo Greenbaum is the owner of Lot C Block 123 Horton's Subdivision City of San Diego, County of California, State of California and,

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

THIS AGREEMENT, signed and executed this 9th day of August 1941, by Leo Greenbaum that I will, for and in consideration of the permission granted me to remove 17 feet of curbing on 339 Sixth Avenue 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 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 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.

LEO GREENBAUM  
335 Sixth Avenue San Diego, California

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 9th day of August, A.D. Nineteen Hundred and forty one before me, Emma Geradehand a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leo Greenbaum 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) EMMA GERADEHAND  
Notary Public in and for the County of San Diego, State of California  
My Commission expires Oct 28, 1941

RECORDED AUG 14 1941 15 min. past 9 A.M. in book 1232 at page 41 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 Leo Greenbaum; being Document No. 331692.

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

By Francis Patton Deputy

#### A G R E E M E N T

WHEREAS, John Babcock is the owner of Easterly 90 ft Lots 1 & 2 Block "G" of Culverwell & Taggart'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 13 day of August, by John Babcock that he will, for and in consideration of the permission granted him to remove 60 feet of curbing on 24th 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.

John Babcock 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.

JOHN BABCOCK  
3652 Meade Ave.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 13th day of August, A.D. Nineteen Hundred and Forty-one, before me O. H. Kinney a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Babcock 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) 1185 O. H. KINNEY  
Notary Public in and for the County of San Diego,  
State of California

RECORDED AUG 14 1941 15min past 9 A.M. in Book 1212 at Page 288 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 John Babcock; being Document No. 331697.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, We, Charles Whaling and Rose C. Whaling, husband & wife, are the owners of Lot 5 five Block 7 seven Subdivision Sunset Cliffs, Subdivision, 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 11 day of August, 1941, by Charles W. Whaling and Rose C. Whaling that we will, for and in consideration of the permission granted us to remove 10 feet of curbing on Adair St. 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.

CHARLES W. WHALING  
ROSE C. WHALING

Owner's Name

4812 Cape May Ave., Ocean Beach, Calif.  
Address

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 11 day of August, A.D. Nineteen Hundred and 41, before me, John A Titlow a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles W. Whaling and Rose C. Whaling known to me to be the persons described in and whose names they 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) JOHN A. TITLOW  
Notary Public in and for the County of San Diego  
State of California.

My Commission expires May 6, 1945  
RECORDED AUG 18 1941 46 min. past 9 A.M. in Book 1235 at Page 107 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 Charles W. Whaling et ux.; being Document No. 331724.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Mr. & Mrs. C. A. Phair are the owners of Lot 5 Block A Redland Gardens and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Aug, 41, by Mr. & Mrs. C. A. Phair that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on 56th 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 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 condition and agreements herein named.

EULAH B. PHAIR  
4634 - 56 St.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 7th day of August, A.D. Nineteen Hundred and forty one, before me, S. C. Grable a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared Eulah B. Phair known to me to be the person described in and whose name 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) S. C. GRABLE  
Notary Public in and for the County of San Diego  
State of California  
My Commission expires June 26 1944  
RECORDED AUG 18 1941 46 min. past 9 A.M. in Book 1235 at Page 108 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 Eulah B. Phair to the City; being Document No. 331725.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, J. K. Stickney Jr. is the owner of Lot 192 Block 279 Middletown 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 August, by J. K. Stickney that he will, for and in consideration of the permission granted him to remove 126 feet of curbing on Pacific & Juniper Sts. 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.

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

J. K. STICKNEY JR.  
1111 - 1st Nat. Bldg.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 2 day of August, A.D. Nineteen Hundred and Forty-one, before me, Ada Buchanan, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. K. Stickney 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) ADA BUCHANAN  
Notary Public in and for the County of San Diego  
State of California  
RECORDED AUG 18 1941 46 min. past 9 A.M. in Book 1235 at Page 106 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 J. K. Stickney Jr.; being Document No. 331742.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Standard Oil Company of California is the Lessor of Lots G-I Block 15 Horton's Subdivision and,

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

THIS AGREEMENT, signed and executed this 14 day of August, by Standard Oil Company that they will, for and in consideration of the permission granted them to remove 45 feet of curbing on "C" Street & 45' 0" on Third 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.

Standard Oil Co. further agree that this agreement shall be binding on ourselves, assigns 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.

STANDARD OIL COMPANY OF CALIF.  
Warren Mecey, Engineer  
605 W Olympic Los Angeles

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 14th day of August, A.D. Nineteen Hundred and forty one, before me August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Warren Mecey, Engineer for Standard Oil Co. of Calif. 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) AUGUST M. WADSTROM  
Notary Public in and for the County of San Diego  
State of California  
My Commission expires Aug 5, 1945  
RECORDED AUG 18 1941 46 min. past 9 A.M. in Book 1235 at Page 104 of Official  
Records, San Diego Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. I. Erb  
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 Standard Oil Company of California; being Document No. 331743.

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

By Francis Patten Deputy

A G R E E M E N T Agreement #126

Having constructed a garage on Lot F, Block 172, Mission Beach without having first obtained architectural approval of the plans from the City Planning Commission and a building permit from the Building Department granting permission to construct such garage, I hereby agree to immediately give said garage two coats of sanded paint and to construct an artistic rail of a design suitable to said Planning Commission around the top of said garage. I further agree that by July 1, 1942 I will modify said building in such manner as it will meet with the approval of the Planning Commission.

SOL STONE

Dated August 4, 1941  
Subscribed and sworn to before me this 4th day of August, 1941

(SEAL) ROY A. NOVAK  
Notary Public in and for the County of San Diego  
State of California  
RECORDED AUG 18 1941 46 min. past 9 A.M. in Book 1235 at Page 103 of Official  
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. I. Erb  
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 agreement of Sol Stone to improve appearance of garage in Mission Beach; being Document No. 331749.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Nate C. Strickman is the owner of Lots "D" "E" & "H" Block 98 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 14th day of July 1941, by Nate C. Strickman that he will, for and in consideration of the permission granted him to remove 0' feet of curbing on Eight St. 18' feet of curbing on Seventh (Seventh St. 2 driveways 17' each) 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.

Nate C. Strickman 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.

NATE C. STRICKMAN  
3785 Arnold Ave.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 14th day of July, A.D. Nineteen Hundred and forty-one, before me, E. C. Fleet a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nate C. Strickman 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.

(SEAL) E. C. FLEET  
Notary Public in and for the County of San Diego  
State of California  
My commission expires Feb. 3, 1942  
RECORDED AUG 23 1941 20 min. past 9 A.M. in Book 1229 at Page 209 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 Nate C. Strickman; being document No. 331902.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Carol L. Arnold is the owner of Lot 8 Block 2 El Retiro, and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of  
The City of San Diego, California, prohibit the removal of any curbing or the installation  
of any driveway on any city street prior to signing an agreement with the City to replace  
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 Aug, by C. L. Arnold that I  
will, for and in consideration of the permission granted to remove 15 feet of curbing  
on Soria Drive 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 my 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 \_\_\_\_\_ heirs and assigns,  
and that any sale of the property therein mentioned and described shall be made subject to  
the condition and agreements herein named.

CAROL L. ARNOLD  
3651 Arizona St.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 19th day of August, A.D. Nineteen Hundred and Forty-one, before me, Mary  
Anderson a Notary Public in and for said County, residing therein, duly commissioned and  
sworn, personally appeared Carol L. Arnold known to me to be the person described in and  
whose name is subscribed to the within instrument, and acknowledged to me that he executed  
the same.

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

(SEAL) MARY ANDERSON  
Notary Public in and for the County of San Diego  
State of California  
RECORDED AUG 23 1941 20 min. past 9 A.M. in Book 1227 at Page 249 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.  
HELEN NASI  
Copyist County Recorder's Office, S.D.County,  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
curb cutting agreement from Carol L. Arnold; being Document No. 331903.

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

By Francis Patten Deputy

A G R E E M E N T

Agreement #125

I hereby agree that at the completion of the proposed second residence on Lots 28,  
29, Block 2, Logan Avenue Addition, the small structure on the rear portion of the lots that  
is now being used for living quarters in violation of the Building Code and the Yard Ordin-  
ances of the City of San Diego will be vacated and no longer used as living quarters.  
Dated Aug 4 1941  
STATE OF CALIFORNIA, )  
County of San Diego, ) ss

SYLVESTER I. MELLINGER

On this 4th day of August, 1941, before me, Clark M. Foote Jr. a Notary Public in  
and for the said County of San Diego, State of California, residing therein, duly commissioned  
and sworn; personally appeared Sylvester I. Mellinger personally known to me to be the per-  
son 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) CLARK M. FOOTE JR.  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires March 20, 1943.  
RECORDED AUG 18 1941 46 min. past 9 A.M. in Book 1235 at Page 104 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 agreement of Sylvester M. Mellinger to vacate building; being Document No. 331748.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

# C O N T R A C T

THIS AGREEMENT, made this 26th day of August, 1941, by and between THE KARPARK CORPORATION, a corporation organized and existing under the laws of the State of New York, with its principal office at 1028 Connecticut Avenue, N.W., Washington, D.C., party of the first part, hereinafter sometimes called the Corporation, and 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 second part, hereinafter sometimes called the City, WITNESSETH:

That for and in consideration of the mutual obligations, matters and things herein after recited, it is hereby mutually agreed by and between the parties hereto as follows:

(1) That the Corporation will furnish, deliver and completely install, ready to operate, at certain locations upon the streets of The City of San Diego to be designated by the City Manager of said City: 500 - Model H-PPN automatic parking meters, manufactured by or for the Karpark Corporation; paying all freight, transportation, installation and/or other charges upon the same, at the total price of fifty-four dollars (\$54.00) per meter.

In addition the Corporation will furnish and deliver to the City twenty-five (25) of said meters without charge; it being understood, however, that if the City shall require the Corporation to install said twenty-five (25) additional meters, the City will pay for such installation the sum of two dollars (\$2.00) per meter.

(2) The Corporation hereby agrees that it will furnish and install said parking meters for a trial period of six (6) months. The City shall have the right within fifteen (15) days following the expiration of said trial period to terminate this contract. Notice by registered mail, postage prepaid, addressed to the Corporation at 1028 Connecticut Avenue, N.W., Washington, D.C., shall be sufficient notice of such election by the City. If the said fifteen (15) days shall have expired without the City having given notice as aforesaid, then this contract shall thereafter remain in full force and effect unless cancelled for cause. If the City should give notice to terminate this agreement as aforesaid, the Corporation will thereupon remove said meters at its own expense, and will restore the sidewalks to a condition as good as the same existed at the time of installation, and all obligations between the parties hereunder shall cease and determine, except that the City shall be obligated, as hereinafter provided, to remit to the Corporation its proportionate share of the receipts from the operation of said meters to the date of such removal.

The Corporation agrees to maintain the said meters in good operating condition during the aforesaid trial period; and in this connection the Corporation will furnish to the City five (5) complete parking meter units and fifteen (15) complete meter mechanism units for the purpose of maintenance, and not as a part of the original or any subsequent installation.

It is expressly understood that the aforesaid free maintenance shall not be intended to include repair or replacement of meters or meter parts damaged through accident, malicious mischief or acts of God, and the City expressly agrees to reimburse the Corporation for the repair or replacement of the meters so damaged. The Corporation shall not be charged for any labor costs incurred by the City in connection with the removal or replacement of such meters or meter parts.

The operating days and hours for said parking meters are established by the provisions of Ordinance No. 2117 (N.S.), and during the aforesaid trial period the Corporation shall maintain and have available during operating days and hours a capable repairman for making immediate repairs to bad-order meters. Such bad-order meters must be repaired and replaced in operating condition within twelve (12) hours after being so reported to the said repairman, or the Corporation must forfeit to the City five cents (5¢) per hour for each operating hour said bad-order meter or meters are not in operating condition at their designated location.

The Corporation hereby further warrants and guarantees the said parking meters against any and all defects in workmanship and material for a period of one (1) year from the date of their installation, and will, at its own cost and expense, replace any and all parts or workmanship which may prove defective during said one-year period. Such parts and/or defective workmanship shall promptly be put in good order or repair or shall be replaced by the Corporation, transportation charges prepaid.

It is expressly understood and agreed that the aforesaid guarantee shall not be intended to include repair or replacement of meters or meter parts, or labor charges therefor, damaged through accident, malicious mischief or acts of God; and the City expressly agrees to reimburse the Corporation for repairs or replacement of meters so damaged.

(3) The Corporation agrees to furnish to the City a competent service supervisor for a minimum period of thirty (30) days, whose duty shall be to train one or more men to service the said meters.

(4) It is understood and agreed that the mechanical specifications of Model H-PPN Karpark Meters heretofore filed with the Purchasing Agent of said City, are the specifications for the meters to be furnished hereunder; and that the Corporation warrants the said meters will operate satisfactorily under the temperatures and climatic variations typical to the City.

(5) The Corporation agrees that it will furnish meter parts to the City for the period of two (2) years from the date hereof at the prices quoted in that certain price list of meter parts heretofore filed with the Purchasing Agent of the City; said price list being by such reference made a part of this agreement.

(6) The Corporation agrees that it will make shipment from Cincinnati, Ohio, within sixty (60) days after the execution of this agreement, unless prevented from doing so by strikes, riots, acts of God, or other causes beyond the control of the Corporation, and unless prevented by such cause or causes will complete installation of said meters within fifteen (15) days following the arrival of the same in said City.

(7) The Corporation reserves the right to sublet to a reliable local contractor the actual work of installation of said meters.

(8) The Corporation shall retain title to said meters until they are fully paid for. The Corporation agrees that upon receipt of payment in full for all of said meters it will promptly execute and deliver, at its own expense, a bill of sale therefor, and all papers and documents required in the opinion of the City Attorney to convey to and vest in said City the title to said meters.

(9) The Corporation shall have the option to furnish local counsel, and in the event that such option is exercised the City shall accept such counsel as associate counsel in any suit brought against the City to prevent the installation and/or operation of parking meters.

(10) The Corporation hereby covenants and agrees that it will indemnify and save harmless the City for and from all loss, damage, claims, suits, recoveries or judgments which may arise or may be made, had, brought or recovered by reason of or on account of the installation and/or use by the City of the aforesaid meters or parts thereof, by reason of the same being an infringement of, or by being claimed to be an infringement of, letters patent issued by the United States or any foreign country. The Corporation agrees to defend any and all such actions arising from the same and pay counsel fees and expenses of all kinds whatsoever in connection therewith.

(11) The Corporation hereby agrees to furnish a corporate surety bond executed by a surety company satisfactory to the City, and insuring to the benefit of the City, in the penal sum of ten thousand dollars (\$10,000.00) for one year, and specifically conditioned upon the faithful performance by the Corporation of each and all of the provisions contained in paragraph (10) of this contract. Said bond shall further be conditioned upon the faithful performance by the Corporation of each and all of the other terms of this contract to be kept and performed by it.

(12) Payment for said meters shall be made in the manner following, to-wit: The installation charge of two dollars (\$2.00) included in the total purchase price of fifty-four dollars (\$54.00) per meter, shall be deducted by the City and paid to the Corporation out of the first proceeds from the operation of the meters. Thereafter the City agrees to pay monthly to the Corporation seventy-five per cent (75%) of the gross receipts of the preceding month from all parking meters installed hereunder. Such payments shall commence on the 5th day of the month following the date of installation, and shall be made thereafter on the 5th day of each succeeding month until the total of such remittances equals the sum of fifty-two dollars (\$52.00), being the balance of the purchase price of each of the meters installed under this contract.

(13) The City agrees to maintain in a separate fund in the office of the City Treasurer all receipts collected from the operation of said parking meters, and to keep separate books of account thereof. The City further agrees to permit the Corporation, at all reasonable times, to have access to said books and records for the purpose of checking and auditing the receipts from the operation of said meters until the full purchase price shall have been paid.

(14) The City agrees that in the event the Corporation is required to pay municipal, county, state or other taxes on the parking meters covered hereby while the Corporation remains the legal owner thereof, the Corporation shall have the right to increase the price to the City of the said meters by the amount of any or all of such taxes paid.

(15) The City agrees to enforce in good faith all ordinances and resolutions relating to the installation and operation of said parking meters and those providing for the collection of a fee for parking opposite such meters installed in said City, until all parking meters installed under this contract shall have been fully paid for and an executed bill of sale tendered to the City, or until such time as this contract shall have been terminated as herein provided.

(16) It is understood and agreed that if the City shall fail to fulfill any of the conditions of this contract on its part to be fulfilled, the Corporation shall have as its sole and exclusive remedy the right to take immediate possession of all the parking meters installed hereunder, and upon any street, avenue or sidewalk where the same are located, and to do any and all things necessary to repossess the said parking meters; and in the event that the said Corporation shall repossess the said parking meters it shall not be accountable to the City for the disposition of said repossessed parking meters, and the Corporation shall be entitled to keep, without accounting to the City therefor, all moneys previously paid to it on account of the said parking meters, as liquidated damages; provided, that in the event of said repossession the Corporation shall restore all sidewalks, streets and avenues to a condition as good as the same existed at the time of such installation.

(17) The City shall have the right, at any time within six (6) months from the date of installation of said meters, to require the Corporation to furnish and install, under and subject to the terms of this agreement, not to exceed five hundred (500) additional meters; provided, however, that the period during which the City shall have the right to require the Corporation to remove such additional meters, as hereinabove provided, shall expire six (6) months from the date of the installation of the original five hundred (500) meters.

(18) It is mutually understood and 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 Manager of The City of San Diego, acting for and on behalf of said City, has hereunto subscribed his name, as and for the act of said City, and the said party of the first 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 first hereinabove written.

ATTEST:  
Walter J. Herschede,  
Pres.

ATTEST:  
Fred W. Sick  
City Clerk (SEAL)

THE KARPARK CORPORATION  
By Frederick H. Butcher  
Exec. Vice. Pres.

THE CITY OF SAN DIEGO  
By Walter W. Cooper  
City Manager

I hereby approve the form of the foregoing Contract this 21st day of August, 1941.  
J. WEINBERGER 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 The Karpark Corporation for installation of parking meters; being Document No. 331993.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Fatten Deputy

C O N T R A C T  
THIS AGREEMENT, made and entered into this 2nd day of September, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and PHIL D. SWING, an attorney, of said City, party of the second part, WITNESSETH:

THAT WHEREAS, the party of the second part since September, 1939, has been retained by The City of San Diego as special water counsel, as contemplated by Section 53 of the Charter of the City; and

WHEREAS, the City desires to continue to retain second party to render services as special water counsel, and said Phil D. Swing is willing to continue so to do, 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 1941-1942, beginning on the 1st day of July, 1941, and ending on the 30th day of June, 1942, 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, beginning with the date hereof, 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 Account 235 (Special Water Counsel), Series FA-A, Water Department Fund, Division of Development and Conservation, of The City of San Diego for the fiscal year 1941-1942, 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. 75064, adopted by the Council of said City on the 2nd day of September, 1941, 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 Walter W. Cooper  
City Manager

PHIL D SWING  
Party of the Second Part

I hereby approve the form of the foregoing Contract, this 2d day of September, 1941.

JACOB WEINBERGER  
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. 3, 1941

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of FAA 235 - Not to exceed 5000.00

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. 332262.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

#### CONTRACT OF EMPLOYMENT

THIS CONTRACT OF EMPLOYMENT, made and entered into this 28th day of August, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, party of the first part, and JACK SNEED, party of the second part, WITNESSETH:

THAT WHEREAS, the Fire Department of The City of San Diego has a considerable amount of cable splicing that must be done at this time; and

WHEREAS, said work of cable splicing requires a highly skilled technical operator of peculiar and exceptional qualifications; NOW, THEREFORE,

In consideration of the premises and of the matters and things hereinafter recited, first party agrees to contract with second party for his services as a cable splicer, and second party agrees to perform said services, as follows:

(a) That beginning on the 26th day of August, 1941, second party will faithfully perform the services and duties of cable splicer in the Fire Department of first party.

(b) In consideration of the faithful performance of said services, first party agrees to pay second party compensation at the rate of One Dollar Sixty-five Cents (\$1.65) per hour, payable in semi-monthly installments.

(c) This contract of employment may be terminated at any time by either party hereto, and after the receipt in writing of notice thereof, all rights existing by reason of this contract shall cease and be determined; provided, however, that in no event shall this contract remain or continue in effect for a period exceeding three (3) months from the date hereof.

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 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 hereof.

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 of its Council No. 75026, adopted on the 26th day of August, 1941, and second party has hereunto affixed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, First Party  
By Walter W. Cooper  
City Manager

JACK SNEED  
Second Party

I HEREBY APPROVE the form of the foregoing Agreement this 28th day of August, 1941.  
JACOB WEINBERGER, City Attorney  
By James J. Breckenridge  
Deputy

#### 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. 29, 1941

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California  
To be paid out of Gen. Fund (EA4) not to exceed \$1000.00

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract of employment with Jack Sneed as cable splicer; being Document No. 332263.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Fatten Deputy

#### CITY OF SAN DIEGO

#### A G R E E M E N T

WHEREAS, Gilbert Williams & Marie Williams ARE, (IS) The Owner of Easterly  $\frac{1}{2}$  & west  $\frac{1}{2}$  Block 9 Subdivision N. W. Hensley's Add. and,

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

THIS AGREEMENT, signed and executed this 9th day of August, by Gilbert F. Williams & Marie D. Williams that we will, for and in consideration of the permission granted us to remove 90 feet of curbing on Evans, 27th & Imperial Ave. adjacent to the above described property, bind .....to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

Gilbert F. Williams & Marie D. Williams  
2752 Imperial Ave.

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

On this 9th day of August, A. D. Nineteen Hundred and Forty-one before me, Bessie Smith, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gilbert Williams - Marie Williams 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.

BESSIE SMITH

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

(SEAL)

My commission expires May 15, 1944.

RECORDED AUG 23, 1941, 20 min. past 9 A.M. in book 1225 at page 379 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.  
E. 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 Gilbert Williams et ux to City; being Document No. 331916.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Fatten Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, PACIFIC TANK LINES, INC., Is the Owner of Lots "A" to "L" inclusive in Block Twenty-nine of New San Diego, 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 20th day of August, 1941, by PACIFIC TANK LINES, INC. that it will, for and in consideration of the permission granted it to remove.....feet of curbing on .....adjacent to the above described property, bind PACIFIC TANK LINES, INC. 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.

PACIFIC TANK LINES, INC. 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.

PACIFIC TANK LINES, INC.

G. M. Duntley, Pres.

2501 S. Alameda St., Los Angeles, Calif.

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

On this 20th day of August, A. D. Nineteen Hundred and Forty-one before me, MARGARET F. HARRIS, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. M. DUNTLEY, President of Pacific Tank Lines, 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

MARGARET F. HARRIS,

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

(SEAL)

My Commission Expires Oct. 4th, 1943.

RECORDED AUG. 27, 1941 25 min. past 2 P. M. in book 1241 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.

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 Pacific Tank Lines, Inc.; being Document No. 331933.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, RAYMOND L. BEUTHEL IS The Owner of Lot 22 Subdivision Country Club Terrace and,

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

THIS AGREEMENT, signed and executed this 21st day of August, by RAYMOND L. BEUTHEL that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Chatsworth 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.

RAYMOND L. BEUTHEL 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.

RAYMOND L. BEUTHEL  
2964 - Chatsworth

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

On this 21 day of August, A. D. Nineteen Hundred and Forty-one, before me, A. L. Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared RAYMOND L. BEUTHEL 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.

A. L. ANDERSON

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

RECORDED AUG. 27, 1941, 25 min. past 2 P. M. in book 1223 at page 365 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

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

C. A. 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 Raymond L. Beuthel; being Document No. 331941.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, General Petroleum Corporation of California ARE the lessees of Lots 7, 8, 9, 10, 11, 12, Block 258 Subdivision Middletown Tract in the City of San Diego, California, and,

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

THIS AGREEMENT, signed and executed this 13th day of August, 1941, by General Petroleum Corp. of California that they will, for and in consideration of the permission granted to them to remove 40 feet of curbing on Vine Street and 172 feet of curbing on Pacific Blvd. 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.

General Petroleum Corp. of Calif. 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.

GENERAL PETROLEUM CORP. OF CALIF.  
H. H. Mosher. lessees

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

On this 18th day of August, A. D. Nineteen Hundred and Forty-One, before me, W. B. Mac Adams a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. H. Mosher 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.

W. B. MAC ADAMS  
Notary Public in and for the County of Los Angeles,  
State of California  
My Commission Expires July 22, 1944. (SEAL)

RECORDED AUG. 27, 1941, 25 min. past 2 P. M. in book 1223 at page 364 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.  
C. A. 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 General Petroleum Corporation of California to City; being Document No. 331942.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, F. K. Dorris IS the Owner of N 1/2 lot 47 and all lot 48, Block 19, Subdivision Fairmount Add. to City Hgts. and,

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

THIS AGREEMENT, signed and executed this 11th day of August, 1941, by F. K. Dorris that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on Polk Street adjacent to the above described property, bind himself 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.

F. K. DORRIS 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.

FRED K. DORRIS  
3660 Louisiana

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

On this 11th day of August, A. D. Nineteen Hundred and forty-one before me, Clark M. Foote, Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared FRED K. DORRIS 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 of San Diego,  
State of California  
My Commission Expires Mar. 20, 1943.

RECORDED AUG. 27, 1941, 25 min. past 2 P. M. in book 1234 at page 204 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.

B. HARTWELL

Copyist County Recorder's Office, 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 K. Dorris to City; being Document No. 331949.

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

By Francis Patten Deputy

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, HARRY C. CHILDERS IS the Owner of Lot 23, Block "A" Subdivision Belle Crest and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 August, 1941, by HARRY C. CHILDERS, that he will, for and in consideration of the permission granted him to remove 10 feet of curbing on Forty-sixth 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.

HARRY C. CHILDERS 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.

HARRY C. CHILDERS  
3720 - 30th Street, San Diego, Calif.

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

On this 22nd day of August, A. D. Nineteen Hundred and Forty-one before me, Ethel M. Gainer a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry C. Childers 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) ETHEL M. GAINER  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Dec. 6, 1943.

RECORDED SEP 2, 1941, 10 min. past 4 P. M. in book 1234 at page 268 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.

B. Hartwell

Copyist, County Recorder's Office, 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 C. Childers to City of San Diego; being Document No. 332057.

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

By Francis Patten Deputy.

A G R E E M E N T

WHEREAS, Mrs. Marie and Martha St. Martin are the owners of E. 67½ ft. Lots 25 to 28, Block 97 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 19th day of July, 1941 by ..... that .....will, for and in consideration of the permission granted .....to remove 24 feet of curbing on Campus Ave. 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.

MARIE ST. MARTIN  
MARTHA SAINT MARTIN  
1833 - 3rd Ave.

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

On this 19th day of July, A. D. Nineteen Hundred and 41, before me Fred E. Sheakley, Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Mrs. Marie St. Martin and Martha Saint Martin 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.

FRED E. SHEAKLEY  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Dec. 16, 1944.

(SEAL)

RECORDED SEP 2, 1941, 10 min. past 4 P. M. in book 1234 at page 267 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.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from Marie St. Martin et al to City of San Diego; being Document No. 332092.

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

By Francis Patton Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Raymond R. Farmer IS the Owner of The SE 150'0" of the NW 300'0" of P.B. 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 25 day of August, 1941, by Raymond R. Farmer that he will, for and in consideration of the permission granted him to remove 45' of curbing on 3426 Midway Street adjacent to the above described property, bind himself 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 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.....heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named,

RAYMOND R. FARMER  
Box 850, Yuma, Ariz.

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

On this 27th day of August, A. D. Nineteen Hundred and Forty-one before me, R. E. Matlick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Raymond R. Farmer 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.

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

(SEAL)

RECORDED SEP 2, 1941, 10 min. past 4 P. M. in book 1225 at page 423, 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. 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 Raymond R. Farmer to City of San Diego; being Document No. - 332100.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, Union Oil Company of California IS the Owner of a lease on 21, 22, 23 lots, Block 4, Subdivision Crittenden Addition and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 27th day of August, by Union Oil Company of California that it will, for and in consideration of the permission granted it to remove 88 feet of curbing on 6th & Robinson (30' on Robinson - 58' on 6th St.) 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.  
Union Oil Company of California 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.  
UNION OIL COMPANY OF CALIFORNIA  
617 West Seventh Street, Los Angeles  
By: C. E. Kenton  
Assistant Division Manager.

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

On this 27 day of August, 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. E. Denton 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  
Notary Public in and for the County of Los Angeles,  
State of California  
(SEAL) My Commission Expires June 30, 1945.

RECORDED SEP 2, 1941, 10 min. past 4 P.M. in book 1225 at page 423 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. 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 Union Oil Company of California; being Document No. - 332101.

FRED W. SICK  
City Clerk of the City of San Diego , California  
By Francis Patton Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, San Diego Gas & Electric Company IS the Owner of Lots G & H, Block 133 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 29th day of August, 1941, by San Diego Gas & Electric Company that we will, for and in consideration of the permission granted us to remove 45 feet of curbing on 12th 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 agreement herein named.

SAN DIEGO GAS & ELECTRIC COMPANY  
J. A. CANNON

Secretary

(SEAL)

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

On this 29th day of August, A. D. Nineteen Hundred and Forty one, before me, C. C. May a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. A. Cannon 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 behalf of the San Diego Gas & Electric Company.

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.

C. C. MAY

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

(SEAL)

My Commission will expire Feb. 23, 1944.

RECORDED SEP 2, 1941, 10 min. past 4 P. M. in book 1225 at page 421 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. 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 San Diego Gas & Electric Company to City of San Diego; being Document No. 332135.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy.

#### CITY OF SAN DIEGO

#### A G R E E M E N T

WHEREAS, San Diego Gas & Electric Company IS the Owner of Lots E and F, Block 133, 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 29th day of August, 1941, by San Diego Gas & Electric Company that we will, for and in consideration of the permission granted us to remove 45 feet of curbing on 11th 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 agreement herein named.

San Diego Gas & Electric Company  
J. A. CANNON

Secretary

(SEAL)

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

On this 29th day of August, 1941, A. D. Nineteen Hundred and Forty one, before me, C. C. May a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. A. Cannon 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 behalf of the San Diego Gas & Electric Company.

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.

C. C. MAY

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

(SEAL)

My Commission will expire Feb. 23, 1944.

RECORDED SEP 2, 1941, 10 min. past 4 P. M. in book 1225 at page 422 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. 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 San Diego Gas & Electric Company to City of San Diego; being Document No. 332136.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy.

## CITY OF SAN DIEGO

## A G R E E M E N T

WHEREAS, P. J. KIRSHNER IS The Owner of Lots 21 -22, Block 65 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 2 day of Sept, by P. J. Kirshner that he will, for and in consideration of the permission granted to remove 10 feet of curbing on 4411 Kansas Street adjacent to the above described property, bind .....to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

P. J. KIRSHNER  
(Owner's Signature)

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

On this 2nd day of Sept. A. D. Nineteen Hundred and Forty one before me, Gerald G. Geddes a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. J. Kirsner 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.

GERALD G. GEDDES  
Notary Public in and for the County of San Diego,  
State of California  
My Commission Expires July 5, 1943.

RECORDED SEP 3, 1941, 40 min. past 2 P. M. in book 1224 at page 417 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.  
K. Young

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Cutting Agreement from P. J. Kirsner to City of San Diego; being Document No. 332164.

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

By Francis Patton Deputy.

U.S.G.Co.Bond #1332863  
KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ELEVEN THOUSAND TWENTY-FOUR Dollars (\$11,024.00), 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 30th day of August, 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:

Cast iron pipe and cast iron fittings,  
in quantity and kind as called for in the  
specifications filed in the office of the  
City Clerk of said City under Document No.  
331241,

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:

H. A. Hoover,  
Asst. Secty.

UNITED STATES PIPE & FOUNDRY CO.  
By D. N. Hopkins  
Vice-president (SEAL)

UNITED STATES GUARANTEE COMPANY  
By Celia R. Petar  
Attorney-in-Fact (SEAL) Surety  
By And A. O. Fiske  
Attorney-in-fact.

I hereby approve the form of the within Bond, this 5th day of September, 1941.

J. WEINBERGER  
City Attorney  
By J. H. MC KINNEY  
Deputy City Attorney.

I hereby approve the foregoing bond this 6th day of September 1941.

WALTER W. COOPER  
City Manager.

The rate of premium on this bond is \$2.50 per \$1,000.00  
The total amount of premium charged is 27.56.

STATE OF CALIFORNIA

City and County of San Francisco)

)SS.

On this 30th day of August, in the year nineteen hundred and forty-one, 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  
Notary Public in and for the City and County of San Francisco,  
State of California  
My Commission expires Mar. 10, 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 6th day of September, 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 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 and deliver to said City:

U. S. Super deLavaud centrifugally cast iron pipe in 18' -0" lengths,  
Federal Specifications WW-P-421 - Cement Lines - Type I

4010 feet	6" Class 150
3400 feet	10" " "
3700 feet	12" " "
1400 feet	16" " "
900 feet	24" " "
10160 feet	6" " 250
3580 feet	8" " "

Class D Cast Iron Fittings

1 - 30"x24"	All bell	cross T
1 - 30"x16"	"	T
1 - 30"x16"	"	Y
1 - 36"x24"	"	Y
1 - 16"x12"	"	cross
1 - 16"	"	T
1 - 16"	"	Y
2 - 10"x8"	"	reducers
4 - 10"	"	Ts
1 - 36"	"	sleeve
4 - 30"	"	"
1 - 16"x8"	Double spigot reducer	
2 - 10"x8"	All bell	"

The prices hereinafter specified 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 hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

U. S. Super deLavaud centrifugally cast iron pipe				
4010 feet	6" Class 150	@ \$ .806 a foot		\$ 3,232.06
3400 feet	10" " "	@ 1.64 " "		5,576.00
3700 feet	12" " "	@ 2.08 " "		7,696.00
1400 feet	16" " "	@ 3.46 " "		4,844.00
900 feet	24" " "	@ 6.50 " "		5,850.00
10160 feet	6" " 250	@ .90 " "		9,144.00
3580 feet	8" " "	@ 1.40 " "		5,012.00

Class C Cast iron fittings

1 - 30"x24"	All bell cross	@	\$262.00	\$262.00
1 - 30"x16"	" " T	@	173.24	173.24
1 - 30"x16"	" " Y	@	244.00	244.00
1 - 36"x24"	" " Y	@	358.38	358.38
1 - 16"x12"	" " cross	@	63.63	63.63
1 - 16"	" " T	@	59.11	59.11
1 - 16"	" " Y	@	86.32	86.32
2 - 10"x8"	" " reducers	@	12.08	24.16
4 - 10"	" " Ts	@	24.10	96.40
1 - 36"	" sleeve	@	74.24	74.24
4 - 30"	" "	@	53.44	213.76
1 - 16"x8" double spigot reducer		@	18.55	18.55
2 - 10"x8" All bell	"	@	12.08	24.16

Said prices do not include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 15th day of December, 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:

Forty-four Thousand Ninety-five and 24/100 Dollars (\$44,095.24), inclusive of California State Sales Tax, and/or California Use 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. 74975 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.

ATTEST:  
H. A. Hoover,  
Asst. Secty.

UNITED STATES PIPE & FOUNDRY CO.  
By D. N. Hopkins  
Vice-President (SEAL)  
Contractor

I hereby approve the form of the foregoing contract, this 5th day of September 1941.

J. WEINBERGER  
City Attorney.

By J. H. MC KINNEY  
Deputy City Attorney

I HEREBY CERTIFY the above and foregoing to be a true, full and correct copy of Contract with United States Pipe & Foundry Company for cast iron pipe & fittings.; being Document No. 332349.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Fatten Deputy.

Bond No. C-31273  
KNOW ALL MEN BY THESE PRESENTS, that Crane Company 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 Hundred Ninety-nine Dollars (\$199.00), 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 30th day of August, 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:

- 6 - 12" Crane #480 -1/2 gate valves, hub end
- 6 - 8" " " " " "

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:  
M. Mc Creesh

CRANE CO. -Principal.  
R. E. Muse  
Manager

FIREMAN'S FUND INDEMNITY COMPANY  
By M. J. White  
Attorney-in-fact (SEAL)  
Surety

ATTEST:  
A. E. Lillicrap

I hereby approve the form of the within Bond, this 5th day of September, 1941.

J. WEINBERGER  
City Attorney  
By J. H. McKinney  
Deputy City Attorney

I hereby approve the foregoing bond this 6th day of September 1941.

WALTER W. COOPER  
City Manager.

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

On this 30th day of August, 1941, before me, Algy E. Lillicrap, 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 person whose name is subscribed to the within instrument as the attorney in fact of FIREMAN'S FUND INDEMNITY COMPANY and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own 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.

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

(SEAL)

My Commission expires May 29th, 1945.

### C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of August, 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 CRANE 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:

6 - 12" Crane #480-1/2 Hub end gate valves  
6 - 8" " " " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 331015.

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

6 - 12" Crane gate valves	@ \$87.89 ea	\$527.34
6 - 8" " " "	@ 40.74 ea	244.44

Said prices do not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ten weeks from and after the date of the execution of this contract, and to complete said delivery on or before the 5th day of November, 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 Hundred Ninety-four and 93/100 Dollars (\$794.93), inclusive of 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, 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.

pursuant to and under Resolution No. 74974  
of the Council authorizing such execution---

THE CITY OF SAN DIEGO  
By Walter W. Cooper  
City Manager.

ATTEST: M. McCREESH  
H. H. Orcutt

CRANE CO. Contractor.  
R. E. Muse  
Manager

I hereby approve the form of the foregoing contract, this 5th day of September 1941.

J. WEINBERGER  
City Attorney

By J. H. McKinney  
Deputy City Attorney.

I HEREBY CERTIFY the above and foregoing to be a full, true and correct copy of Contract with Crane Company for gate valves; being Document No. 332350.

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

By Francis Patten Deputy.

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, 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 NINETY-FIVE Dollars (\$295.00), 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, 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 September, 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:

16 - 10" Mueller gate valves

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

WESTERN METAL SUPPLY COMPANY  
B. B. Starke Presd't. Principal

ATTEST:  
W. C. Shaw

(SEAL)

HARTFORD ACCIDENT AND INDEMNITY COMPANY  
Surety.

ATTEST:  
M. Shannon

By Geo. H. Murch  
Attorney in fact. (SEAL)

I hereby approve the form of the within Bond, this 5th day of September, 1941.

J. WEINBERGER  
City Attorney

By J. H. McKinney  
Deputy City Attorney

I hereby approve the foregoing bond this 6th day of September, 1941.

Walter W. Cooper  
City Manager.

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

On this 2nd day of September, 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 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.  
My Commission Expires April 27, 1942.

(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 September, 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 WESTERN METAL SUPPLY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

16 - 10" flanged gate valves, A.W.W.A Standard, Mueller only, double disc, not over 10" face to face, complete with hand wheels, gaskets and bolts, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 331015.

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

One Thousand One Hundred Seventy-seven and 44/100 Dollars (\$1177.44).

Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 2nd day of January, 1942.

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 One Hundred Seventy-seven and 44/100 Dollars (\$1177.44),

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. 74970 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.

ATTEST:

W. C. Shaw

WESTERN METAL SUPPLY CO.  
B. B. Starke, Presd't.  
Contractor.

(SEAL)

I hereby approve the form of the foregoing contract, this 5th day of September, 1941.

J. WEINBERGER  
City Attorney.

By J. H. McKinney  
Deputy City Attorney.

I HEREBY CERTIFY the above and foregoing to be a full, true and correct copy of Contract with Western Metal Supply Company for Mueller gate valves; being Document No. - 332351.

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

By Francis Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, 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 ONE THOUSAND THREE HUNDRED FIFTEEN Dollars (\$1,315.00), 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, 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:

3 - 24" Rich #200 gate valves, horizontal type  
3 - 24" " " " " , bevel gear  
3 - 16" " " " " "  
6 - 6" " #202 " "

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:  
ARTHUR. F. H. WRIGHT  
Secy.

MISSION PIPE & SUPPLY COMPANY  
Paul O. Vance  
President Principal.

ATTEST:  
M. Shannon

HARTFORD ACCIDENT AND INDEMNITY COMPANY  
Surety  
By P. C. Barney  
Attorney-in-fact. (SEAL)

I hereby approve the form of the within Bond, this 6th day of September, 1941.

J. WEINBERGER  
City Attorney

By James J. Breckenridge  
Deputy City Attorney.

I hereby approve the foregoing bond this 6th day of September 1941.

Walter W. Cooper  
City Manager.

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

On this 4th day of September, 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)

Marston Burnham  
Notary Public in and for San Diego County,  
State of California  
My Commission Expires April 27, 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 4th day of September, 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, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 3 - 24" Rich #200 hub end gate valves, horizontal type, extended type grease case, indicator, standard by-pass;
- 3 - 24" Rich #200 hub end gate valves, bevel gear, grease case, standard by-pass;
- 3 - 16" Rich #200 hub end gate valves, bevel gear, grease case, standard by-pass;
- 6 - 6" Rich #200 flanged gate valves

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

3 - 24" Rich #200 gate valves, horizontal type,	@ \$677.61 ea	\$2,032.83
3 - 24" " " " " , bevel gear	@ \$677.61 ea	\$2,032.83
3 - 16" " " " " "	@ \$332.15 ea	\$ 996.45
6 - 6" " #202 " "	@ \$ 32.72 ea	\$ 196.32

Said prices include the California State Sales Tax.

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 28th day of October, 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 Two Hundred Fifty-eight and 43/100 Dollars (\$5258.43),

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. 74971 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.

ATTEST:  
Arthur F. H. Wright

MISSION PIPE & SUPPLY COMPANY  
Paul O. Vance  
President Contractor.

(SEAL)  
I hereby approve the form of the foregoing contract, this 6th day of September 1941.

J. WEINBERGER  
City Attorney

By James J. Breckenridge  
Deputy City Attorney.

I HEREBY CERTIFY the above and foregoing to be a full, true and correct copy of the Contract with Mission Pipe & Supply Company for gate valves; being Document No. 332352.

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

By Francis Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That STANDARD IRON WORKS, 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 Two Hundred Sixty-two Dollars (\$262.00), 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, 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:

- 56 - 8" cast iron covers
- 68 - 22" cast iron covers

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.

STANDARD IRON WORKS  
P. M. Straubinger  
Secy. Principal (SEAL)

GREAT AMERICAN INDEMNITY COMPANY  
Surety.

By L. Doster  
By E. K. James  
Attorneys-in-fact (SEAL)

I hereby approve the form of the within Bond, this 6th day of September, 1941.

J. WEINBERGER  
City Attorney

By J. H. McKinney  
Deputy City Attorney.

I hereby approve the foregoing bond this 6th day of September 1941.

Walter W. Cooper  
City Manager.

By J. H. MC KINNEY  
Deputy City Attorney

I HEREBY CERTIFY the above and foregoing to be a full, true and correct copy of Contract with Standard Iron Works for 124 Cast Iron Covers; being Document No. 332353.

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

By Francis Fatten Deputy.

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business under the firm name and style of CANYON ROCK CO., as Principal and EAGLE 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 SEVENTY-EIGHT Dollars (\$678.00), 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 4th day of September, 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:

1320 feet - 5" Class 200, cement-asbestos pipe  
2440 feet - 6" " 150, " " " "

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.

V. R. DENNIS  
an individual doing business under name and style of CANYON ROCK CO. Principal.

EAGLE INDEMNITY COMPANY  
Surety.

By H. G. MALM  
Attorney-in-fact (SEAL)

I hereby approve the form of the within Bond, this 5th day of September, 1941.

JACOB WEINBERGER  
City Attorney

By J. H. McKinney  
Deputy City Attorney.

I hereby approve the foregoing bond this 6th day of September, 1941.

WALTER W. COOPER  
City Manager.

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

On this 4th day of September in the year 1941, before me, Beatrice E. Roy, a Notary Public in and for the County and State aforesaid, personally appeared H. G. Malm 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 Eagle 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)

Beatrice E. Roy  
Notary Public in and for said County and State.  
My Commission Expires Jan. 23, 1945.

### 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 September, 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 V. R. DENNIS, an individual doing business under the firm name and style of CANYON ROCK 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:

1320 feet - 5" Class 200, cement-asbestos pipe  
2440 feet - 6" " 150, " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 331454.

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

1320'	5"	Class 200 cement-asbestos pipe	@ \$0.686 per foot	\$ 905.52
2440'	6"	" 150 " " "	@ \$0.707 " "	1725.08

Said prices do not include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 27th day of October 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:

Two Thousand Seven Hundred Nine and 52/100 Dollars (\$2709.52),

inclusive of 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 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. 75025 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.

V. R. DENNIS

an individual doing business under the firm  
name and style of CANYON ROCK CO.

Contractor.

I hereby approve the form of the foregoing contract, this 5th day of September, 1941.

JACOB WEINBERGER

City Attorney

By J. H. Mc Kinney  
Deputy City Attorney.

I HEREBY CERTIFY the above and foregoing to be a full, true and correct copy of Contract with V. R. DENNIS doing business as CANYON ROCK CO. for 3760 feet of pipe; being Document No. 332354.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy.

#### AMENDMENT TO

#### CONTRACT OF EMPLOYMENT

WHEREAS, The City of San Diego, as party of the first part, and Jack Sneed, as party of the second part, did, on the 26th day of August, 1941, enter into a Contract of Employment whereby the City agreed to employ party of the second part as a cable splicer in the Fire Department of said first party, at the rate of One Dollar Sixty-five Cents (\$1.65) per hour; and

WHEREAS, the union rate for cable splicer has been changed from One Dollar Sixty-five cents (\$1.65) per hour to One Dollar Eighty-five Cents (\$1.85) per hour, and the parties hereto desire to change the rate of compensation to One Dollar Eighty-five Cents (\$1.85) per hour, in accordance with said union rate; NOW, THEREFORE,

For and in consideration of the premises and for other valuable considerations, the parties hereto agree that the rate of compensation as determined and set forth in paragraph (b), page 1, of said contract of employment be, and the same is hereby changed from said sum of One Dollar Sixty-five Cents (\$1.65) per hour to One Dollar Eighty-five Cents (\$1.85) per hour, and that the said rate of One Dollar Eighty-five Cents (\$1.85) per hour be, and the same shall become effective on and from the 10th day of September, 1941.

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 of its Council No. 75106, adopted on the 10th day of September, 1941, and second party has hereunto affixed his name, this 15th day of September, 1941.

THE CITY OF SAN DIEGO

First Party

By Walter W. Cooper  
City Manager

JACK SNEED  
Second Party

I HEREBY APPROVE the form of the foregoing Amendment to Contract of Employment this 10th day of September, 1941.

JACOB WEINBERGER City Attorney

By JAMES J. BRECKENRIDGE, Deputy.

I HEREBY CERTIFY the above and foregoing to be a full, true and correct copy of Amendment to Contract of Employment with Jack Sneed as Cable Splicer in Fire Dept., being Document No. 332501.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton 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 September, 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, by and through its Council hereinafter sometimes designated as the City, and JOHN O. SHIVE party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City, to furnish all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install a frame cottage at Foster, near San Vicente Damsite, 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 5th day of August, 1941, marked "Document No. 331416", and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications for cottage at Foster, near San Vicente Damsite, said plans consisting of 1 sheet and said specifications consisting of 62 sheets; true copies of the Notice to Contractors, Proposal of Contractor, and Plans and Specifications are hereunto annexed by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II. In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by The Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify The City of San Diego, its officers and agents, from all damage, cost or expense that arises or is set up for infringement of patent rights of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractors 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 sections 1810 to 1816, both inclusive, of the Labor 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 Sections of the Labor 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 Article 4 of the Labor Code of the State of California; 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment.

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 8-hour day</u>	
Bricklayers	\$ 12.00	
Carpenters	9.00	
Cement Finishers	10.00	
Concrete Mixerman	10.00	
Concrete Tampers	6.00	
Electricians	10.00	
Laborers, Common	6.00	
Lathers	9.00	6 hour day
Materialmen	6.00	
Painters	8.00	
Plasterers	9.00	6 hour day
Plasterer Tenders	8.00	6 hour day
Plumbers	11.00	
Reinforcing Steel Workers (Placers and Tiers)	10.00	
Sheet Metal Workers	10.00	
Tile Setters	10.00	
Truck Drivers (15,500 lbs. and under)	5.60	
Truck Drivers (over 15,500 lbs.)	6.40	
Watchmen	5.00	

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours.

For overtime work when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

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

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has executed the same the day and year first hereinabove written.

THE CITY OF SAN DIEGO

"Purchase Order for Repair or  
Emergency Inventory-Preference  
Rating A-10 under Preference  
Rating Order P-22"  
9/16/41 - F.M.L.

By FRED W. SICK  
L. F. WEGGENMAN  
PAUL HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of Council

ATTEST: (SEAL)  
FRED W. SICK  
City Clerk

JOHN O. SHIVE  
Contractor

ATTEST:  
B. C. Fotland

(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 4th day of Sept. 1941.

JACOB WEINBERGER  
City Attorney of the City of San Diego  
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 Sept. 2, 1941.

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California

John O. Shive Cottage

To be paid out of NF (Not to exceed \$3,950.00)  
SAN VICENTE DAM BOND FUND

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That JOHN O. SHIVE 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 THREE THOUSAND NINE HUNDRED FIFTY and no/100 Dollars (\$3950.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of September, 1941.

Whereas, the said principal has entered into the annexed contract, with the City of San Diego to furnish all materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Cottage, Foster, near San Vicente Damsite 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 5th day of August, 1941 marked Document No. 331416 and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications, Cottage, Foster near San Vicente Damsite, said plans consisting of 1 sheet, and said specifications consisting of 62 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 3rd day of September 1941, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST:  
B. C. Fotland

ATTEST:  
B. C. Fotland

JOHN O. SHIVE  
Principal  
By John O. Shive

MASSACHUSETTS BONDING AND INSURANCE COMPANY  
Surety  
(SEAL)  
By DONALD B. GOLDSMITH Attorney-in-fact.

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 4th day of Sept. 1941.  
JACOB WEINBERGER

		City of Assistant
		of The City of San Diego
STATE OF CALIFORNIA County of San Diego	} ss	
On this 3rd day of September in the year one thousand nine hundred and forty-one, 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 be 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)	Notary Public in and for said County and State	
My commission expires Mar. 12, 1942		

Proposals, Drawings and Specifications, Cottage, Foster near San Vicente Damsite, said plans consisting of 1 sheet and said specifications consisting of 62 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 One Thousand Nine Hundred Seventy-Five and no/100 Dollars, (\$1975.00), 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 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-bounden parties have executed this instrument under their seals this 3rd day of September 1941, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

JOHN O. SHIVE  
Principal

ATTEST:  
B. C. Fotland

By JOHN O. SHIVE

MASSACHUSETTS BONDING AND INSURANCE COMPANY.  
Surety  
(SEAL)

ATTEST:  
B. C. Fotland

By DONALD B. GOLDSMITH Attorney-in-Fact.

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 4th day of Sept. 1941.

JACOB WEINBERGER  
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 10th day of September 1941.

ATTEST:  
FRED W. SICK  
City Clerk

FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

(SEAL)

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

On this 3rd day of September in the year one thousand nine hundred and forty-one, 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.

ZELDA B. MELANCON  
Notary Public in and for said County and State.  
My Commission Expires Mar. 12, 1942.  
(SEAL)

I HEREBY CERTIFY the above and foregoing to be a full, true and correct copy of Contract with JOHN O. SHIVE for constructing Cottage, Foster, near San Vicente Damsite; being Document No. 332403.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

KNOW ALL MEN BY THESE PRESENTS, That H. A. WILKINS, an individual doing business under the firm name and style of CALIFORNIA BRUSH CO., as Principal and EAGLE 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 FIVE HUNDRED THIRTY-EIGHT Dollars (\$538.00), 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 8th day of September, 1941.  
THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATIONS IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

30,000 pounds hickory broom fiber, in accordance with plans and specifications referred to in said 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.

H. A. WILKINS  
an individual doing business under the firm name and style of CALIFORNIA BRUSH CO.  
Principal.

EAGLE INDEMNITY COMPANY  
Surety.  
(SEAL)

By CARL M. HINING  
Attorney-in-fact

I hereby approve the form of the within Bond, this 12th day of September, 1941.

JACOB WEINBERGER  
City Attorney

By H. B. DANIEL  
Asst. City Attorney

I hereby approve the foregoing bond this 12th day of September 1941.

WALTER W. COOPER  
City Manager.

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

On this 8th day of September in the year 19....., before me S. P. Gage, a Notary Public in and for the County and state aforesaid, personally appeared ..... 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 EAGLE 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)

S. P. GAGE  
Notary Public in and for said County and State.  
My Commission Expires July 1, 1945.

### C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 12th day of September, 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 H. A. WILKINS, an individual doing business under the firm name and style of CALIFORNIA BRUSH 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:

30,000 pounds hickory broom fiber,

in accordance with the specifications therefor  
on file in the office of the City Clerk of  
said City under Document No. 331621.

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

30,000# or 15 tons hickory broom fiber @ \$143.80 per ton -- \$2157.00.

Said price includes the California State Sales Tax.

Said contractor agrees to deliver said material as required.

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 One Hundred Fifty-seven Dollars (\$2157.00),

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. 75056 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.

H. A. WILKINS  
an individual doing business under the firm  
name and style of CALIFORNIA BRUSH COMPANY.  
Contractor.

I hereby approve the form of the foregoing contract, this 12th day of Sep-  
tember, 1941.

JACOB WEINBERGER  
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 California Brush Company for broom fiber; being Document No. 332437.

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

By Francis Potter Deputy.

KNOW ALL MEN BY THESE PRESENTS, That WESTERN PIPE & STEEL COMPANY OF CALIF-  
ORNIA, a corporation, as Principal and Fidelity and Deposit Company of Maryland, a corpora-  
tion organized and existing under and by virtue of the laws of the State of Maryland, as  
Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the  
County of San Diego, State of California, in the sum of SIX HUNDRED THIRTY Dollars (\$630.00),  
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 11th day of September 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 fur-  
nish and deliver:

12,000#, more or less, I. D. steel plate 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:  
L. J. MULLICK,  
Asst. Secretary.

WESTERN PIPE & STEEL COMPANY OF CALIFORNIA.  
By F. S. HOWARD, Manager of L.A. Div.  
Principal.

(SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety.

ATTEST:  
Theresa Fitzgibbons Agent.

By W. H. CANTWELL Attorney-in-Fact  
(SEAL)

I hereby approve the form of the within Bond, this 13th day of Sept. 1941.

JACOB WEINBERGER  
City Attorney  
By H. B. Daniel  
Asst. City Attorney.

I hereby approve the foregoing bond this 13th day of September 1941.

WALTER W. COOPER  
City Manager.

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

On this 11th day of September 1941, before me, S. M. Smith, a Notary  
Public, in and for the said County of Los Angeles, State of California, residing therein,  
duly commissioned and sworn, personally appeared W. H. CANTWELL known to me to be the Attor-  
ney-in-Fact, and Theresa Fitzgibbons 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) S. M. SMITH  
Notary Public in and for the County of Los Angeles,  
State of California  
My Commission Expires Feb. 18, 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 13th day of September, 1941 by and between THE CITY OF SAN DIEGO, a munici-  
pal 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 CALIF-  
ORNIA, 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:

12,000 pounds, more or less, 36" I.D. steel plate pipe and  
attachments, complete in accordance with the specifications  
therefor on file in the office of the City Clerk of said  
City under Document No. 331474.

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

12,000#, more or less, steel plate pipe @ \$0.21 per lb.  
Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 10th day of December 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:

12,000#, more or less, steel plate pipe @ \$0.21 per lb.

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. 75054 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.

ATTEST:  
L. J. MULLICK  
Asst. Secretary.

WESTERN PIPE & STEEL COMPANY OF CALIFORNIA  
By F. S. HOWARD, Manager of L. A. Div.  
Contractor. (SEAL)

I hereby approve the form of the foregoing contract, this 13th day of Sept. 1941.

JACOB WEINBERGER  
City Attorney  
By H. B. Daniel  
Asst. 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.  
NOT TO EXCEED \$2,520.00.

Dated Sept. 2, 1941.

J. S. BARBER  
Auditor and Comptroller of the City of San Diego,  
California.  
WEST. PIPE & STEEL

To be paid out of NF San Vicente Dam Bond Fund.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Pipe & Steel Co. for steel plate pipe; being Document No. 332454.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis F. S. S. S. Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, RUDOLPH E. FURBASS IS The Owner of Portion of Lot 100, Subdivision Point Loma 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 5th day of September, by RUDOLPH E. FURBASS that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Chatsworth Street adjacent to the above described property, bind himself, heirs and assigns 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 ...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.

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

RUDOLPH E. FURBASS  
(Owner's Signature)  
2421 Chatsworth  
(Address)

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

On this 5th day of September, A. D. Nineteen Hundred and forty one before me August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rudolph E. Furbass 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.

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

My Commission Expires  
Aug. 5, 1945.

(SEAL)

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1234 at page 383 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.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Rudolph E. Furbass to City of San Diego; being Document No. 332244.

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

By Francis Patten Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, GILMORE OIL CO. Is The Owner of W. 50 ft of Lots A & B, Block 80, Subdivision Horton - 665 -12 St., 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 13 day of Aug. by Gilmore Oil Co., that they will, for and in consideration of the permission granted to remove 90 feet of curbing on 60 ft. 12th St. 30" G St. adjacent to the above described property, bind them to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their 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.  
Geo. L. Alton, Engineer.  
2423 E. 28th St., Los Angeles.

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

On this 13th day of August, A. D. Nineteen Hundred and Forty-one before me, Elizabeth Berling 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, as Engineer of the Gilmore Oil Company.

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.

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

(SEAL)

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1234 at page 381, 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.

B. HARTWELL  
Copyist County Recorder's Office, 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 Company to City of San Diego; being Document No. 332265.

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

By Francis Patterson Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, H. A. Hansen and Charlotte D. Hansen ARE The Owners of Lot Five, Block Eight, Subdivision Overlook Heights and,

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

THIS AGREEMENT, signed and executed this 2nd day of September, by H. A. Hansen and Charlotte Hansen that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Brownell St. 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.

H. A. HANSEN CHARLOTTE D. HANSEN  
(Owners' Signatures)  
5105 Brownell  
(Address)

STATE OF CALIFORNIA )  
                                  )SS.  
COUNTY OF SAN DIEGO )

On this 2nd day of September A. D. Nineteen Hundred and forty one, before me, H. L. PFAFF a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. A. HANSEN and CHARLOTTE D. HANSEN 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. L. PFAFF  
Notary Public in and for the County of San Diego,  
State of California  
My Commission Expires Sept. 25, 1941.

(SEAL)

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1234 at page 380 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.

B. HARTWELL  
Copyist County Recorder's Office, 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. A. Hansen et ux to City of San Diego; being Document No. 332266.

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

By Francis Patterson Deputy.

R E L E A S E

KNOW ALL MEN BY THESE PRESENTS That we, HENRY W. LEARN and CORA E. LEARN, husband and wife, for and in consideration of the sum of One Thousand Dollars (\$1,000.00) in lawful money of the United States to us paid by The City of San Diego, a municipal corporation in the County of San Diego, State of California, have released and forever discharged; and by these presents do, for ourselves, our heirs, executors, administrators and assigns, release and forever discharge said The City of San Diego from all liability for damages sustained by, or on account of, the severance of the lands conveyed by us to said

The City of San Diego, which said lands are more particularly described as follows:

All those portions of Lots 38, 39, 40, 41 and 42, in Block 182, University Heights, in the City of San Diego, County of San Diego, State of California, according to the Amended Map thereof by G. A. d'Hemecourt, filed in Book 8, at page 36, et seq., of Lis Pendens, 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 Lot 38, said Block 182; thence westerly along the northerly line of said Lots 38, 39, 40, 41 and 42 a distance of 128.33 feet to the northwesterly corner of said Lot 42; thence South 0° 18' 30" East along the westerly line of said Lot 42 a distance of 42.97 feet to a point; thence North 80° 49' 30" East a distance of 20.35 feet to a point; thence South 86° 57' 00" East 107.01 feet to a point on the easterly line of said Lot 38 distant therealong 64.65 feet southerly from the point of commencement; thence northerly along the easterly line of said Lot 38 a distance of 64.65 feet to the point of commencement; Containing an area of 6608 square feet, more or less;

for all damages sustained by, or on account of, the severance of said lands from the remaining parcels of which they were a part; all damages to structures and improvements thereon; all damages for, or on account of, the improvement of said lands or any part thereof as a public highway; and for all damages of every kind and character sustained, or which may be sustained, by the undersigned by reason of the granting and conveying of said lands hereinabove described to said The City of San Diego; and for the removal of all structures, improvements and fixtures therefrom.

IN WITNESS WHEREOF, we have hereunto set our hands this 13th day of August, 1941.

HENRY W. LEARN

CORA E. LEARN

I HEREBY APPROVE the form of the foregoing Release this 5 day of Aug. 1941.

MOREY S. LEVENSON  
Deputy City Attorney.

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1234 at page 361, 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.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release by Henry W. Learn et ux, for severance damages in Blk 182, University Heights to City of San Diego; being Document No. 332271.

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

By Francis P. Patten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Richard P. Foran IS The Owner of Lot 12, Block 8, La Mesa Colony Townsite, City and County of San Diego, State of California, and,

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

THIS AGREEMENT, signed and executed this 22nd day of August, 1941 by Richard P. Foran that he will, for and in consideration of the permission granted to remove 16 feet of curbing on 70th 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.

Richard P. Foran 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.

RICHARD P. FORAN  
238 - E. 2nd Street  
National City, California

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

On this 22nd day of August, A. D. Nineteen Hundred and Forty-one before me, Mary Anderson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Richard P. Foran 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 & County of San Diego, State of California, the day and year in this certificate first above written.

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

(SEAL)

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1249 at page 9 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.  
E. 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 Richard P. Foran to City of San Diego; being Document No. -  
332395.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, I, Henry Stoddart (IS) The Owner of Lot B, Block C, 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 installa-  
tion of any driveway on any city street prior to signing an agreement with the City to re-  
place 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, by me, Henry  
Stoddart that I will, for and in consideration of the permission granted me to remove 18  
feet of curbing on Front Street adjacent to the above described property, bind Market & "G"  
Streets to, and I hereby by these presents agree to, remove any driveway constructed in pur-  
suance hereto, and to replace the curbing at such time as the City Council of San Diego  
directs me so to do, and comply therewith at my own expense and with no cost or obligation  
on the part of The City of San Diego.

I, Henry Stoddart further agree that this agreement shall be binding on me  
or 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 STODDART  
670 1st Ave., San Diego, Calif.

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

On this 30th day of August, A. D. Nineteen Hundred and 41, before me, Dale P.  
Barnes a Notary Public in and for said County, residing therein, duly commissioned and  
sworn, personally appeared Henry Stoddart 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.

DALE P. BARNES  
Notary Public in and for the County of San Diego,  
State of California  
My Commission Expires Jan. 5, 1944. (SEAL)

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1249 at page 7 of Offi-  
cial 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.  
E. 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 Henry Stoddart to City of San Diego,; being Document No. -  
332396.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy.

CITY OF SAN DIEGO  
A G R E E M E N T

WHEREAS, I, Henry Stoddart (IS) The Owner of Lot D, Block 66, Horton's Addi-  
tion and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances  
of The City of San Diego, California, prohibit the removal of any curbing or the installa-  
tion of any driveway on any city street prior to signing an agreement with the City to re-  
place 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, by me, Henry  
Stoddart that I will, for and in consideration of the permission granted me to remove 18 feet  
of curbing on 1st Avenue adjacent to the above described property, bind "F" and "G" Streets  
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, Henry Stoddart further agree that this agreement shall be binding on me or 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 STODDART  
670 1st Ave.,  
San Diego, Calif.

STATE OF CALIFORNIA )  
                                  )SS  
COUNTY OF SAN DIEGO )

On this 30th day of August, A. D. Nineteen Hundred and 41 before me, Dale P. Barnes a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry Stoddart 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.

DALE P. BARNES  
Notary Public in and for the County of San Diego  
State of California  
My Commission Expires Jan. 5, 1944.

(SEAL)

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1227 at page 463 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.

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 Henry Stoddart to City of San Diego; being Document No. 332397.

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

By Francis Tatten Deputy.

CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Herbert H. Childs IS The Owner of Lot 2 Block 12 La Jolla 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 19th day of August, by Herbert H. Childs, that he will, for and in consideration of the permission granted him to remove 20' feet of curbing on Camino de la Costa adjacent to the above described property, bind himself and assigns 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 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.

HERBERT H. CHILDS  
By Thomas S. Shepherd Agt.  
1117 Wall St.

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

On this 19th day of August, A. D. Nineteen Hundred and Forty-one, before me, Mildred C. B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas S. Shepherd Agt. 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.

MILDRED C. B. WELLS  
Notary Public in and for the County of San Diego,  
State of California  
My Commission Expires March 20, 1945.

(SEAL)

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1249 at page 10, 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.

E. 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 Herbert H. Childs to City of San Diego; being Document

No. 332398.

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

By Francis Patton Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, J. R. TOWNSEND CO., INC., a corporation IS The Owner of Lot 8; West 25 feet of Lot 7, and North 37.5 feet of East 75 feet of Lot 7, Block 294, MIDDLETOWN, City of San Diego, according to Partition Map made by J. E. Jackson on file in County Clerk's office, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 September, by J. R. TOWNSEND CO. that we will, for and in consideration of the permission granted us to remove 30 feet of curbing on Kettner Blvd. adjacent to the above described property, bind ourselves J. R. Townsend Co. 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 J. R. Townsend Co. heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

J. R. TOWNSEND CO. INC.,  
J. R. Townsênd. Pres.

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

On this 8th day of September, A. D. Nineteen Hundred and Forty One, before me, W. H. Astler, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. R. Townsend 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. H. ASTLER  
Notary Public in and for the County of San Diego,  
State of California.  
My Commission Expires March 2, 1942.

(SEAL)

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1234 at page 380 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.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. R. Townsend Co., Inc. to City of San Diego; being Document No. 332340.

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

By Francis Porter Deputy.

## CITY OF SAN DIEGO

A G R E E M E N T

WHEREAS, Jacob H. & Virginia M. Deitzer ARE the Owners of Lots 1006 and 10' of 1007 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 20th day of August, by ..... that .....will, for and in consideration of the permission granted .....to remove 14 feet of curbing on Adams 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.

JACOB H. DEITZER  
VIRGINIA M. DEITZER  
4632 Boundry St. San Diego.

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

On this 20th day of August, A. D. Nineteen Hundred and forty one, before me, S. W. Tirrell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Virginia M. Deitzer 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) S. W. TIRRELL  
Notary Public in and for the County of San Diego, State of California.  
My Commission Expires July 14, 1942.

RECORDED SEP 11, 1941, 11 min. past 4 P. M. in book 1249 at page 8 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.

E. 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 Jacob H. Deitzer, et ux; being Document No. 332341.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That Southwestern Portland Cement Company, a corporation, existing under the laws of the State of West Virginia, as Principal and Pacific Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED SIXTY-EIGHT THOUSAND TWO HUNDRED TWELVE Dollars (\$168,212.00), 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 September, 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: Type IV Portland cement in bulk; and Type II Portland cement in paper bags, 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 D FARGHER

Executed in Triplicate  
Original

ATTEST:

SOUTHWESTERN PORTLAND CEMENT COMPANY (SEAL)  
727 West 7th St., Los Angeles, California.  
C C MERRILL Vice President Principal

PACIFIC INDEMNITY COMPANY (SEAL)  
Surety  
By W. C. BENING Attorney-in-Fact

I hereby approve the form of the within Bond, this 16th day of Sept., 1941.  
JACOB WEINBERGER City Attorney  
By H B DANIEL  
Asst. City Attorney

I hereby approve the foregoing bond this 16th day of September 1941.  
WALTER W. COOPER  
City Manager

STATE OF CALIFORNIA, )  
 )ss  
County of Los Angeles )

On this 10th day of September in the year one thousand nine hundred and 41 before me, Atala M. Carter a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared W. C. Bening 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 W. C. Bening acknowledged to me that he subscribed the name of Pacific Indemnity Company, thereto as surety and his own name as Attorney-in-Fact.

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

(SEAL) ATALA M. CARTER  
Notary Public in and for Los Angeles County, State of California  
My commission expires May 28 1942

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 16th day of September, 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 Southwestern Portland Cement 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:

Type IV Portland cement in bulk; and Type II Portland cement in paper bags, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 331469.

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

Type IV Portland cement, in bulk, @ \$2.3175 per bbl.  
Type II " " in paper bags @ \$2.472 " "

Said prices include the California State Sales Tax.

Said contractor agrees to begin delivering said cement December 1, 1941 or at such later date as directed by the Hydraulic Engineer, at the times, in the quantities, and in the manner as required by said specifications filed in the office of the City Clerk under said Document No. 331469.

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:

For Type IV Portland cement, in bulk, @ \$2.3175 per bbl.  
" " II " " in paper bags @ \$2.472 " "

said payments to be made as follows:

Payment will be made for Portland cement purchased in accordance with purchase orders and deliveries until ninety percent (90%) of the Portland cement to be purchased under the contract has been paid for. Payment for the final ten percent (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 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. 75053 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

SOUTHWESTERN PORTLAND CEMENT COMPANY, (SEAL)

727 West 7th St., Los Angeles, California

C. C. Merrill, Vice President.

Contractor

ATTEST:

A D FARGHER.

I hereby approve the form of the foregoing contract, this 16th day of Sept. 1941.

JACOB WEINBERGER City Attorney

By H B DANIEL

Asst. 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. Not to exceed \$552,847.50.

Dated Sept. 2, 1941

J S BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of NF SAN VICENTE DAM BOND FUND S.W.PORT.CEMENT

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. Not to exceed \$120,000.00.

Dated Sept. 2, 1941

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of NB SUTHERLAND DAM BOND FUND 202 C 2 (S.W.PORT.CEMENT)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Southwestern Portland Cement Co. for furnishing cement for San Vicente Dam; being Document No. 332555.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That Paul B. Rayburn and Paul B. Rayburn, Jr., co-partners doing business under the firm name and style of Industries Supply Co. 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 Sixty-One Dollars (\$461.00), 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 September, 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: 26 - #85 Rensselaer case square bottom valve bottoms and disc assembly, 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.

PAUL B. RAYBURN  
PAUL B. RAYBURN JR.  
co-partners, doing business under  
the firm name and style of  
INDUSTRIES SUPPLY CO.  
Principal

ATTEST:

COLUMBIA CASUALTY COMPANY  
By A. H. Anderson  
Attorney-in-Fact  
Surety (SEAL)

ATTEST: E. A. POKRANT

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

On this 8th day of September, 1941, before me, Earleen J. Matthews a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul B. Rayburn and Paul B. Rayburn, Jr. personally known to me to be the persons whose name 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 DEC. 11, 1943

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

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

On this 8th day of September, in the year 1941 before, E. A. Pokrant, a Notary Public in and for said County and State, personally appeared A. H. Anderson, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Columbia Casualty Company, and acknowledged to me that he subscribed the name of the Columbia Casualty Company thereto as principal, and his own name as Attorney-in-fact.

(SEAL)  
My commission expires Jan. 30, 1944

E. A. POKRANT  
Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 10th day of September, 1941.  
JACOB WEINBERGER City Attorney  
By H B DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 10th day of September 1941.  
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 10th day of September, 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 PAUL B. RAYBURN and PAUL B. RAYBURN, JR., co-partners, doing business under the firm name and style of INDUSTRIES SUPPLY 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: 26 - #85 Rensselaer case square bottom valve bottoms and disc assembly only (bonnets, gaskets and stems not required), for use with tops of Iowa #12 valve, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 331145.

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

One Thousand Eight Hundred Forty-three and 66/100 Dollars (\$1843.66),

Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 2nd day of January, 1942.

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 Forty-three and 66/100 Dollars (\$1843.66), 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. 74976 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 WALTER W. COOPER  
City Manager

PAUL B. RAYBURN  
PAUL B. RAYBURN JR.  
co-partners, doing business under  
the firm name and style of  
INDUSTRIES SUPPLY CO.  
Contractor

ATTEST:

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

On this 8th day of September, 1941, before me, EARLEEN J. MATTHEWS a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared PAUL B. RAYBURN and PAUL B. RAYBURN, JR. Personally known to me to be the persons whose name 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 DEC. 11, 1943

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

I hereby approve the form of the foregoing contract, this 10th day of Sept., 1941.  
JACOB WEINBERGER 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 valve bottoms; being Document No. 332400.

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

By Francis Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That PAUL B. RAYBURN and PAUL B. RAYBURN, JR., co-partners doing business under the firm name and style of INDUSTRIES SUPPLY CO., 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 ONE THOUSAND SIX HUNDRED NINETY-ONE Dollars (\$1,691.00), 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, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of September, 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:

- |                                               |                                     |
|-----------------------------------------------|-------------------------------------|
| 9 - 16" Rensselaer gate valves                | /and the said Surety hereby binds   |
| 6 - 8" " " "                                  | itself, its successors and assigns, |
| 1 - 30" " " "                                 |                                     |
| 14 - 4" " " "                                 |                                     |
| 2 - 12" Clayton pressure reducers             |                                     |
| 41 - 2" comb. air & vacuum Rensselaer valves, |                                     |

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.

PAUL B RAYBURN  
PAUL B RAYBURN JR. co-partners,  
doing business under the firm name  
and style of INDUSTRIES SUPPLY CO.  
Principal  
COLUMBIA CASUALTY COMPANY (SEAL)  
By A. H. Anderson Attorney-in-Fact  
Surety

MARION B. HART

ATTEST: E. A. POKRANT

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 8th day of September, 1941, before me, Earleen J. Matthews a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul B. Rayburn and Paul B. Rayburn, Jr., personally known to me to be the persons whose name 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 DEC. 11. 1943

EARLEEN J. MATTHEWS  
Notary Public in and for the County of San Diego  
State of California

STATE OF CALIFORNIA,

County of San Diego

} ss.

On this 8th day of September, in the year 1941, before me, E. A. POKRANT, a Notary Public in and for said County and State, personally appeared A. H. ANDERSON, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the Columbia Casualty Company thereto as principal, and his own name as Attorney-in-fact.

(SEAL)  
My commission expires Jan. 30, 1944.

E. A. POKRANT  
Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 10th day of Sept. 1941.  
JACOB WEINBERGER City Attorney  
By H B DANIEL  
ASST. City Attorney

I hereby approve the foregoing bond this 10th day of September, 1941.  
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 10th day of September, 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 PAUL B. RAYBURN and PAUL B. RAYBURN, JR., co-partners doing business under the firm name and style of INDUSTRIES SUPPLY 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:

- 9 - 16" Hub end Rensselaer List 13, gate valves, horizontal type, extended type grease case, indicator, standard by-pass;
- 41 - 2" Comb. air and vacuum valves, Rensselaer
- 6 - 8" flanged gate valves, Rensselaer List 13, with operating nuts
- 1 - 30" Hub end gate valves, bevel gear, grease case, standard by-pass, Rensselaer List 13
- 14 - 4" Flanged gate valves, Rensselaer List 13
- 2 - 12" #98 Clayton pressure reducers

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

- |                                              |               |            |
|----------------------------------------------|---------------|------------|
| 9 - 16" Rensselaer gate valves               | @ \$332.15 ea | \$2,989.35 |
| 6 - 8" " " "                                 | @ \$294.48 ea | \$ 294.48  |
| 1 - 30" " " "                                | @             | \$1,107.15 |
| 14 - 4" " " "                                | @ \$ 20.72 ea | \$ 290.08  |
| 2 - 12" Clayton pressure reducers            | @ \$437.71 ea | \$ 875.42  |
| 41 - 2" Comb. air & vacuum Rensselaer valves | @ \$ 29.45 ea | \$1,207.45 |

Said prices include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within eight weeks from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of December, 1941; provided, however, that said contractor will not be held to make delivery of the materials called for herein within said eight-week period hereinabove specified unless The City of San Diego furnishes said contractor with a Priority no less than of the "A" Series Grade; provided, however, and despite priority arrangements, all deliveries hereunder shall be made within a period of twenty-two weeks; and it is expressly agreed and understood that time is of the essence hereof.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all of the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Six Thousand Seven Hundred Sixty-three and 93/100 Dollars (\$6763.93), 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 unauth-  
orized 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 author-  
ized 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.  
74972 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 WALTER W. COOPER City Manager

PAUL B. RAYBURN  
PAUL B. RAYBURN JR.  
co-partners, doing business under the firm name  
and style of INDUSTRIES SUPPLY CO. Contractor

ATTEST:

I hereby approve the form of the foregoing contract, this 10th day of September,  
1941.

JACOB WEINBERGER City Attorney  
By H B DANIEL Asst. City Attorney

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

On this 8th day of September, 1941, before me, EARLEEN J. MATTHEWS a Notary Pub-  
lic in and for the said County of San Diego, State of California, residing therein, duly  
commissioned and sworn, personally appeared PAUL B. RAYBURN and PAUL B. RAYBURN, JR. per-  
sonally known to me to be the persons whose name 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 DEC. 11 1943

EARLEEN J. MATTHEWS  
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 Contract with Industries Supply Co. for gate valves; being Document No. 332401.

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

By Francis Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That PAUL B. RAYBURN and PAUL B. RAYBURN, JR.,  
co-partners, doing business under the firm name and style of INDUSTRIES SUPPLY CO., 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 EIGHT HUNDRED SEVENTY Dollars (\$870.00), 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, administra-  
tors, 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 September, 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:

20,000 feet 3/4" Type K copper tubing, and  
2,000 feet 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.

PAUL B. RAYBURN  
PAUL B. RAYBURN JR.  
co-partners, doing business under the firm name  
and style of INDUSTRIES SUPPLY CO. Principal

COLUMBIA CASUALTY COMPANY (SEAL)  
By A. H. ANDERSON Attorney-in-Fact  
Surety

ATTEST: E. A. POKRANT

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

On this 10th day of September, 1941, before me, EARLEEN J. MATTHEWS a Notary Pub-  
lic in and for the said County of San Diego, State of California, residing therein, duly  
commissioned and sworn, personally appeared PAUL B. RAYBURN and PAUL B. RAYBURN, JR. person-  
ally known to me to be the persons whose name 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 DEC. 11. 1943

EARLEEN J. MATTHEWS  
Notary Public in and for the County of San Diego  
State of California

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 10th day of September, in the year 1941, before me, E. A. POKRANT a  
Notary Public in and for said County and State, personally appeared A. H. ANDERSON, known to  
me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact

of the COLUMBIA CASUALTY COMPANY, and acknowledged to me that he subscribed the name of the Columbia Casualty Company thereto as principal, and his own name as Attorney-in-fact.  
E. A. POKRANT  
(SEAL) Notary Public in and for said County and State  
My commission expires Jan. 30, 1944.

I hereby approve the form of the within Bond, this 10th day of Sept., 1941.  
JACOB WEINBERGER City Attorney  
By H B DANIEL  
Asst.City Attorney

I hereby approve the foregoing bond this 12th day of September 1941.  
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 12th day of September, 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 Paul B. Rayburn and Paul B. Rayburn Jr., co-partners, doing business under the firm name and style of Industries Supply 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:

20,000 feet 3/4" Type K copper tubing  
2,000 feet 1" " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 331620.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Three Thousand Four Hundred Seventy-nine Dollars (\$3479.00). 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 20th day of December, 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 Four Hundred Seventy-nine Dollars (\$3479.00), 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.

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. 75057 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 WALTER W. COOPER,  
City Manager

PAUL B. RAYBURN  
PAUL B. RAYBURN JR.

Co-partners, doing business under the firm name  
and style of INDUSTRIES SUPPLY CO.  
Contractor

ATTEST:

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

On this 10th day of September, 1941, before me, Earleen J. Matthews a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul B. Rayburn and Paul B. Rayburn, Jr., personally known to me to be the persons whose name 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 DEC. 11, 1943

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

I hereby approve the form of the foregoing contract this 10th day of Sept. 1941.  
JACOB WEINBERGER 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 for copper tubing; being Document No. 332422.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual, doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY, as Principal and GLENS FALLS INDEMNITY CO. 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 Nineteen hundred ninety-five Dollars (\$1995.00), 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 17th day of September, 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a pile and trestle bridge, located on Rigel Street at Dalbergia Street, in The City of San Diego, California; all as more particularly and in detail set forth in those certain plans and specifications therefor contained in Document No. 328420, on file in the office of the City Clerk of said City; 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 Nineteen hundred ninety-five dollars (\$1995.00), 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 and 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 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 fees 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 named; 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.

V. R. DENNIS  
An individual doing business under the firm name and style of V.R.DENNIS CONSTRUCTION CO.  
Principal.  
GLENS FALLS INDEMNITY COMPANY  
Surety. (SEAL)  
By F.E.Brisbine, Attorney

ATTEST:

I hereby approve the form of the foregoing Bond, this 18th day of September, 1941.  
JACOB WEINBERGER City Attorney  
By H B DANIEL  
Asst. City Attorney  
I hereby approve the foregoing bond this 18 day of September, 1941.  
JOHN A THORNTON  
Acting City Manager

STATE OF CALIFORNIA }  
County of Los Angeles, } ss

On this 17th day of September in the year One Thousand Nine Hundred and Forty-One before me, Flora Settles a Notary Public in and for the said County of Los Angeles residing therein, duly commissioned and sworn, personally appeared F. E. Brisbine known to me to be the Attorney of the Glens Falls Indemnity Company, 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 Los Angeles the day and year in this certificate first above written.  
FLORA SETTLES  
(SEAL)  
My commission expires March 7, 1943  
Notary Public in and for the said County of Los Angeles, State of California

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual, doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY, as Principal and Glens Falls Indemnity Co. 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 Nine Hundred Ninety-five Dollars (\$995.00), 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 17th day of September, 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a pile and trestle

bridge, located on Rigel Street at Dalbergia Street, in The City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

V. R. DENNIS

ATTEST:

Principal

GLENS FALLS INDEMNITY COMPANY

By F. E. Brisbane Attorney

Surety (SEAL)

ATTEST:

STATE OF CALIFORNIA

County of Los Angeles

} ss

On this 17th day of September in the year One Thousand Nine Hundred and Forty-One before me, Flora Settles a Notary Public in and for the said County of Los Angeles residing therein, duly commissioned and sworn, personally appeared F. E. Brisbane known to me to be the Attorney of the Glens Falls Indemnity Company, 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 Los Angeles the day and year in this certificate first above written.

FLORA SETTLES

(SEAL)

My commission expires March 7, 1943

Notary Public in and for the said County of  
Los, Angeles, State of California

I hereby approve the form of the within Bond, this 18th day of September, 1941.  
Jacob Weinberger

City Attorney

By H B DANIEL

Assistant City Attorney

I hereby approve the foregoing bond this 18th day of Sept. 1941.

JOHN A. THORNTON

Acting City Manager

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 18th day of September, 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 V. R. DENNIS, an individual doing business under the firm name and style of V. R. DENNIS CONSTRUCTION COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a pile and trestle bridge, located on Rigel Street at Dalbergia Street, in The City of San Diego, California; all as more particularly and in detail set forth in those certain plans and specifications therefor contained in Document No. 328420, 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 sum of three thousand nine hundred eighty-nine dollars (\$3,989.00).

Said contractor agrees to commence said work within 12 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 the said work shall be completed within sixty (60) 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 sum of three thousand nine hundred eighty-nine dollars (\$3,989.00); said sum to be paid as follows:

Upon completion of the work above described, and the acceptance of the same by the City Engineer of The City of San Diego, ninety (90) per cent of the said contract price shall be paid said contractor, and ten (10) per cent 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 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 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 City 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 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 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 contract 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 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 said 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 by 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	Rate Per 8-hour day
Carpenter	\$ 9.00
Carpenter foreman	10.00
Cement Finisher	10.00
Concrete Mixer Operator (over 10 cu ft)	10.00
Concrete Mixer Operator (10 cu ft or under)	7.00
Compressor Operator (Portable)	9.00
Dinkey Operator	10.00
Hoist Operator (Material)	10.00
Jackhammerman	8.80
Laborers	6.00
Oilers and Greasers	7.40
Painter	9.00
Pile Driver, Foreman	13.60
Pile Driver Operator	12.00
Pile Drivers and Wharf Builders	11.20
Pile Derrick Men and Deck Hands	9.00
Pumpman	6.00
Reinforcing Steel Worker (Pre-assembled)	11.00
Reinforcing Steel Worker	10.00
Steam or Power Shovel Operator	12.00
Tractor Operator with Attachments	10.00
Truck Driver (under 4 cubic yds. water level)	6.40
Truck Driver (4 to under 8 cubic yds. water level)	7.20
Truck Driver (8 to under 11 cubic yds. water level)	8.80
Truck Driver (Crane)	8.00
Watchman	5.00
Welder	11.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours.

For overtime, when same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays, as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

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 City 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 Resolution No. 75092 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 JOHN A. THORNTON  
Acting City Manager

V. R. DENNIS an individual doing  
business under the firm name and  
style of  
V.R.DENNIS CONSTRUCTION COMPANY  
Contractor

I hereby approve the form of the foregoing contract, this 18th day of September, 1941.

JACOB WEINBERGER 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. 18, 1941

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of (208) ON 2256 Not to exceed \$3,989.00

V.R.DENNIS CONST. CO.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with V. R. Dennis Construction Company for construction of bridge on Rigel Street at Dalbergia Street; being Document No. 332605.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten 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 September 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, by and through its Council, hereinafter sometimes designated as the City, and L. E. Dixon Company, a co-partnership 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 certain materials and 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 San Vicente Dam in the County 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 28th day of July 1941, marked "Document No. 331,188, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications San Vicente Dam said plans consisting of 30 sheets and said specifications consisting of 147 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, together with Addenda 1 and 2, consisting of 3 sheets.

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 officer 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 Sections 1810 to 1816, both inclusive, of the Labor 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 Sections of the Labor Code; and that the contractor will not knowingly employ or cause or allow to be employed upon any or the work provided in this contract to be done any alien, contrary to the provisions of Article 4 of the Labor Code of the State of California; 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of the City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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:

Trade or Occupation	Per 8-hour day
Auto mechanics	\$ 8.00
Blacksmiths	6.00
Blade Men	6.00
Bulldozer operator	8.00
Bulldozer Operator (over 50 H.P.)	10.00
Cableway Operator	12.00
Carpenters	9.00
Caulkers	6.00
Cement finishers	10.00
Clerks	6.00
Compressor operators	9.00
Concrete mixermen	10.00
Concrete mixermen(10 c.f. capacity and under)	7.00
Concrete Spreaders	6.00
Concrete Tampers	6.00
Crane Operators	12.00
Derrick Operators	12.00
Dragline Operators	12.00
Drillers	7.00
Drill Sharpeners	6.00
Electricians	10.00
Engineers, Hoisting	10.00
Jackhammersmen	7.00
Laborers, Common	6.00
Materialmen	6.00
Painters	8.00
Pipe Layers	8.00
Plumbers	11.00
Powdermen	8.00
Pumpmen	6.00
Reinforcing Steel Workers	10.00
Riggers	11.00
Road Grader Operators	10.00
Sheet Metal Workers	10.00
Shovel Operators	12.00
Shovel Firemen and Watchmen	8.00
Shovel Oilers	7.40
Structural Steel Workers	11.00
Timekeepers	6.00
Tractor Operators	10.00
Truck Drivers (15,500 lbs. and under)	5.60
Truck Drivers (over 15,500 pounds)	6.40
Vibrator Men	7.00
Watchmen	5.00
Welders	11.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 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 caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By FRED W. SIMPSON

L. F. WEGGENMAN

A. E. FLOWERS

PAUL J. HARTLEY

ERNEST J. BOUD

HARLEY E. KNOX

Members of the Council

(SEAL)

ATTEST: FRED W. SICK

City Clerk

L.E.DIXON COMPANY, a co-partnership composed of  
L.E.DIXON, MERRILL E. DIXON and RICHARD E. DIXON  
By L. E. DIXON

Contractor

ATTEST: JOHN J. HIATT

(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 10th day of Sept. 1941.  
 JACOB WEINBERGER, City Attorney  
 By H B DANIEL Asst. 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, 1941 Not to exceed \$280,000.00

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of NB SUTHERLAND DAM BOND FUND (L.E. Dixon Co.) 202 c 1

#### 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. Not to exceed \$1,463,907.50.

Dated Sept. 2, 1941

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of NF SAN VICENTE DAM BOND FUND L.E. Dixon Co. Contract

#### FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That L. E. Dixon Company, a co-partnership composed of L. E. Dixon, Merrill E. Dixon and Richard E. Dixon as principal, and (See Rider "A" Attached) (RIDER "A" Fidelity and Deposit Company of Maryland, a Maryland Corporation, The Aetna Casualty and Surety Company, a Connecticut corporation, The Travelers Indemnity Company, a Connecticut corporation, Hartford Accident and Indemnity Company, a Connecticut corporation, Maryland Casualty Company, a Maryland corporation, United States Fidelity & Guaranty Company, a Maryland corporation, Firemen's Fund Indemnity Company, a California corporation, Indemnity Insurance Company of North America, a Pennsylvania corporation.) 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 (See Rider "B" attached) (Rider "B" The Principal and Fidelity and Deposit Company of Maryland, as Surety, jointly and severally in the sum of Five hundred twenty three thousand one hundred-seventy two and 25/100 (\$523,172.25) Dollars, and no more. The Principal and The Aetna Casualty and Surety Company, as surety, jointly and severally in the sum of Two hundred seventeen thousand nine hundred eighty eight and 44/100 (\$217,988.44) Dollars, and no more. The Principal and The Travelers Indemnity Company, as Surety, jointly and severally in the sum of Two hundred seventeen thousand nine hundred eighty eight and 44/100 (\$217,988.44) Dollars, and no more. The Principal and the Hartford Accident and Indemnity Company, as Surety, jointly and severally in the sum of One hundred seventy four thousand three hundred ninety and 75/100 (\$174,390.75) Dollars, and no more. The Principal and the Maryland Casualty Company, as Surety, jointly and severally in the sum of One hundred seventy four thousand three hundred ninety and 75/100 (\$174,390.75) Dollars, and no more. The Principal and the United States Fidelity & Guaranty Company, as Surety, jointly and severally in the sum of One hundred seventy four thousand three hundred ninety and 75/100 (\$174,390.75) Dollars, and no more. The Principal and the Firemen's Fund Indemnity Company, as Surety, jointly and severally in the sum of One hundred seventy four thousand three hundred ninety and 75/100 (\$174,390.75) Dollars, and no more. The Principal and the Indemnity Insurance Company of North America, as Surety, jointly and severally in the sum of Eighty seven thousand one hundred ninety five and 37/100 (\$87,195.37) Dollars, and no more.) (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 5th day of September 1941.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish certain materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of San Vicente Dam 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 28th day of July 1941 marked Document No. 331188 and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, San Vicente Dam, said plans consisting of 30 sheets, and said specifications consisting of 147 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; together with addenda 1 and 2, consisting of 3 sheets.

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 5th day of September 1941, 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.

L. E. DIXON COMPANY, a co-partner-  
ship composed of  
L.E.DIXON, MERRILL E. DIXON and  
RICHARD E. DIXON  
Principal  
By L. E. DIXON

ATTEST:  
JOHN J. HIATT

(SIGNATURES OF SURETIES)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)  
650 So. Spring St., Los Angeles, California  
By W. M. WALKER Attorney in Fact ATTEST: THERESA FITZGIBBONS, Agent

THE AETNA CASUALTY AND SURETY COMPANY (SEAL)  
810 So. Spring St., Los Angeles, California  
By R. S. BOSSINGER Resident Vice President ATTEST: F. H. SCHOEFER  
Resident Asst. Secretary

THE TRAVELERS INDEMNITY COMPANY (SEAL)  
510 W. 6th St., Los Angeles, California ATTEST: W. C. PHILLIPS  
By F. S. PLEWS Attorney in Fact Attorney in Fact

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)  
548 So. Spring St., Los Angeles, California  
By JOE H BROCK Attorney in Fact

MARYLAND CASUALTY COMPANY (SEAL)  
724 So. Spring St., Los Angeles, California  
By N. C. ANDREWS Attorney in Fact

UNITED STATES FIDELITY & GUARANTY COMPANY (SEAL)  
111 W. 7th St., Los Angeles, California  
By H. V. D. JOHNS Attorney in Fact

FIREMAN'S FUND INDEMNITY COMPANY (SEAL)  
548 So. Spring St., Los Angeles, California  
By L. H. SCHWOBEDA Attorney in Fact

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)  
621 So. Spring St., Los Angeles, California  
By C. F. BATCHELDER Attorney in Fact

Countersigned on behalf of Fidelity and Deposit Company of Maryland as Origina-  
ting Company by John Burnham & Co., its General Agent at San Diego, California.  
JOHN BURNHAM & CO. By Donald C. Burnham (SEAL)  
Countersigned on behalf of The Aetna Casualty and Surety Company by  
By Paul Wolcott, its Res. Vice Pres. at San Diego  
California. (SEAL)  
Countersigned on behalf of Hartford Accident and Indemnity Company (SEAL)  
By GEO. H. MURCH its Atty in fact  
at San Diego, California  
Countersigned on behalf of MARYLAND CASUALTY COMPANY  
By F. F. EDELEN its Attorney in Fact  
at San Diego, California (SEAL)  
Countersigned on behalf of UNITED STATED FIDELITY & GUARANTY COMPANY (SEAL)  
By K. N. DUNLAP its Atty-in-fact at  
San Diego, California  
Countersigned on behalf of FIREMAN'S FUND INDEMNITY COMPANY (SEAL)  
By M. J. WHITE its atty in fact at  
San Diego, California  
Countersigned on behalf of INDEMNITY INSURANCE COMPANY OF NORTH AMERICA (SEAL)  
By W. JOHN PEDRONCELLI its Atty in Fact  
at San Diego, California

STATE OF CALIFORNIA )  
County of Los Angeles )ss

On this 5th day of September, 1941, before me, S.M.Smith, 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 Theresa Fitzgibbons, 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) S. M. SMITH  
Notary Public in and for the County of Los Angeles, State of  
My Commission expires Feb. 18, 1942 S.M.Smith California

STATE OF CALIFORNIA, )  
County of Los Angeles )ss

On this 5th day of September, in the year nineteen hundred forty-one, 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 F.X.Schoefer, 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  
Notary Public in and for said Los Angeles County, State of  
My commission expires February 21, 1943 California

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 5th day of September, 1941, before me personally came F.S.Plews and W.C. Phillips to me known, who being by me duly sworn, did depose and say: that they are Attorneys-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to them in accordance with the By-Laws of the said Corporation, and that they signed their name thereto by like authority.

(SEAL) N. P. BRETTNER Notary Public  
My commission expires June 13, 1944

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 5th day of September, 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.

(SEAL) IDA FUHRMEISTER  
Notary Public in and for the County of Los Angeles  
State of California  
My commission expires April 26, 1942

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 5th day of September in the year one thousand nine hundred and forty-one, before me Frances B. Gray a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared N. C. Andrews known to me to be the duly authorized Attorney-in-Fact of Maryland Casualty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Corporation and the said N. C. Andrews acknowledged to me that he subscribed the name of the Maryland Casualty Company as Surety, and his own name as Attorney-in-Fact.

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

(SEAL) FRANCES B. GRAY  
Notary Public in and for said County and State  
My Commission expires January 6, 1942

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 5th day of September in the year one thousand nine hundred and forty-one, before me, AGNES L. WHYTE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H.V.D.JOHNS, 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 H.V.D.JOHNS 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) AGNES L. WHYTE  
Notary Public in and for Los Angeles County,  
State of California  
My commission expires Feb. 26, 1945

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 5th day of September, 1941, before me, M.E.Beeth, a Notary Public in and for said County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared L. H. Schwobeda known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own 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 Los Angeles the day and year in this certificate first above written.

(SEAL) M.E.BEETH  
Notary Public in and for the County of Los Angeles  
State of California  
My commission expires March 23, 1945

STATE OF CALIFORNIA, }  
County of Los Angeles } ss

On this 5th day of September in the year one thousand nine hundred and forty one, before me F.D.Lanctot, a Notary Public in and for the County of Los Angeles, personally appeared C.F.Batchelder known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Indemnity Insurance Company of North America, and acknowledged to me that he subscribed the name of the Indemnity Insurance Company of North America thereto as principal, and his own name, as Attorney-in-fact.

(SEAL) F.D.LANCTOT  
Notary Public in and for the County of Los Angeles  
State of California  
My Commission expires August 28, 1943

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 8th day of September, 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 DONALD C. BURNHAM, known to me to be the General

Agent at San Diego, California of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the Fidelity and Deposit Company of Maryland thereto and his own name as General Agent at San Diego, California

(SEAL)  
My commission expires Jan. 23, 1945

BEATRICE E. ROY  
Notary Public in and for the County of San Diego  
State of California

CERTIFICATE OF AUTHORITY OF RESIDENT VICE-PRESIDENT.

KNOW ALL MEN BY THESE PRESENTS, That Paul Wolcott, has been and is hereby appointed Resident Vice-President of The Aetna Casualty and Surety Company, of Hartford, Connecticut, at San Diego, California, and as such Resident Vice-President has full power and authority to sign and execute, on behalf of The Aetna Casualty and Surety Company, any and all bonds, recognizances, contracts of indemnity, or writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and all bonds, recognizances, contracts of indemnity, or writings obligatory in the nature of a bond, recognizance, or conditional undertaking signed by him, when sealed and attested by a Resident Assistant Secretary, shall be as valid and binding upon the Company as if the same had been signed by the President and duly sealed and attested.

This appointment is made under and by authority of the following provisions of the by-laws of the Company which provisions are now in full force and effect and are the only applicable provisions of said by-laws.

Article 4.

Section 8. The President, any Vice-President, or any Secretary may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

Section 10. Any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President or a Vice-President or by a Resident Vice-President, pursuant to the power prescribed in the certificate of authority of such Resident Vice-president, and duly attested and sealed with the Company's seal by a Secretary or assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

IN WITNESS WHEREOF, The Aetna Casualty and Surety Company has caused these presents to be signed by its Secretary, and its corporate seal to be hereto affixed, this 15th day of July, A.D. 1941.

The AETNA CASUALTY AND SURETY COMPANY  
By J. A. SWEARINGEN Secretary

(SEAL)  
STATE OF CONNECTICUT  
County of Hartford - ss:

On this 15th day of July, A.D. 1941, before me personally came J.A. Swearingen, to me known; who, being by me duly sworn, did depose and say: that he resides in the City of Hartford, State of Connecticut; that he is Secretary of The Aetna Casualty and Surety Company, 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 authority of his office under the by-laws of said corporation and that he signed his name thereto by like authority.

(SEAL)  
Certificate No. 241379  
My commission expires Jan. 31, 1942.

JOHN A. MACON  
Notary Public

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 10th day of September, 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 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

STATE OF CALIFORNIA )  
County of San Diego, ) ss

On this 10th day of September, 1941, 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, 1945.

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

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 10th day of September in the year one thousand nine hundred and forty-one, before me, D.S.Zenz a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared K. N. Dunlop, 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 K. N. Dunlop 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) D. S. ZENZ  
My commission expires June 6, 1945 Notary Public in and for San Diego County,  
State of California

STATE OF CALIFORNIA }  
County of San Diego } ss

On this tenth day of September, 1941 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 person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own 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) ALGY E. LILLICRAP  
My commission expires May 29th, 1945 Notary Public in and for the County of San Diego  
State of California

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 11th day of September in the year one thousand nine hundred and one, before me Attile M. Wendel, a Notary Public in and for the County of San Diego personally appeared W. John Pedroncelli known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Indemnity Insurance Company of North America, and acknowledged to me that he subscribed the name of the Indemnity Insurance Company of North America thereto as principal, and his own name as Attorney-in-fact.

(SEAL) OTTILIE M. WENDEL  
My commission expires April 21, 1943 Notary Public in and for the county of San Diego  
State of California

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 10th day of Sept., 1941.  
JACOB WEINBERGER, 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 10th day of September, 1941.

ATTEST: FRED W. SICK  
City Clerk (SEAL)

FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That L. E. Dixon Company a co-partnership composed of L. E. Dixon, Merrill E. Dixon and Richard E. Dixon as principal, and (See Rider "A" attached) (Rider "A" To be attached to and form part of Labor and Materialmen's Bond in the aggregate penalty of Eight hundred seventy one thousand nine hundred fifty four and no/100 (\$871,954.00) Dollars, on behalf of L.E.Dixon Company, a co-partnership composed of L.E.Dixon, Merrill E. Dixon and Richard E. Dixon, as Contractor, to the City of San Diego, a municipal corporation in the County of San Diego, State of California, for the construction of San Vicente Dam: Fidelity and Deposit Company of Maryland, a Maryland corporation, The Aetna Casualty and Surety Company, a Connecticut corporation, The Travelers Indemnity Company, a Connecticut corporation, Hartford Accident and Indemnity Company, a Connecticut corporation, Maryland Casualty Company, a Maryland corporation, United States Fidelity & Guaranty Company, a Maryland corporation, Fireman's Fund Indemnity Company, a California corporation, Indemnity Insurance Company of North America, a Pennsylvania corporation.) 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 (See Rider "B" attached) (Rider "B" To be attached to and form part of Labor and Materialmen's Bond in the aggregate penalty of Eight hundred seventy one thousand nine hundred fifty four and no/100 (\$871,954.00) Dollars, on behalf of L.E.Dixon Company, a co-partnership composed of L.E. Dixon, Merrill E. Dixon and Richard E. Dixon, as Contractor, to the City of San Diego, a municipal corporation the County of San Diego, State of California, for the construction of San Vicente Dam: The Principal and the Fidelity and Deposit Company of Maryland, as Surety, jointly and severally in the sum of Two hundred sixty one thousand five hundred eighty six and 20/100 (\$261,586.20) Dollars, and no more. The Principal and The Aetna Casualty and Surety Company, as Surety, jointly and severally in the sum of One hundred eight thousand nine hundred ninety four and 25/100 (\$108,994.25) Dollars, and no more. The Principal and The Travelers Indemnity Company, as Surety, jointly and severally in the sum of One hundred eight thousand nine hundred ninety four and 25/100 (\$108,994.25) Dollars, and no more. The Principal and the Hartford Accident and Indemnity Company, as Surety, jointly and severally in the sum of Eighty seven thousand one hundred ninety five and 40/100 (\$87,195.40) Dollars, and no more. The Principal and the Maryland Casualty Company, as Surety, jointly and severally in the sum of Eighty seven thousand one hundred ninety five and 40/100 (\$87,195.40) Dollars, and no more. The Principal and the United States Fidelity & Guaranty Company, as Surety, jointly and severally in the sum of Eighty seven

thousand one hundred ninety five and 40/100 (\$87,195.40) Dollars, and no more. The Principal and the Fireman's Fund Indemnity Company, as Surety, jointly and severally in the sum of Eighty seven thousand one hundred ninety five and 40/100 (\$87,195.40) Dollars; and no more. The Principal and the Indemnity Insurance Company of North America, as Surety, jointly and severally in the sum of Forty three thousand five hundred ninety seven and 70/100 (\$43,597.70) Dollars, and no more.) (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 5th day of September, 1941.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of San Vicente Dam 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 28th day of July, 1941, marked Document No. 331188 and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings, Contract and Specifications, San Vicente Dam said plans consisting of 36 sheets and said specifications consisting of 147 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, together with addenda 1 and 2, consisting of 3 sheets.

And, whereas, the aforesaid penal sum of Eight Hundred Seventy <sup>one</sup> Thousand Nine Hundred Fifty Four and 00/100 Dollars (\$871,954.00), 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 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 or 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 5th day of September 1941, 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.

L. E. DIXON COMPANY, a co-partnership composed of  
L. E. DIXON, MERRILL E. DIXON and RICHARD E. DIXON  
Principal

ATTEST: JOHN J. HIATT

By L. E. DIXON

(To be attached to and form part of Labor and Materialmen's Bond on behalf of L.E.Dixon Company, a co-partnership composed of L.E.Dixon, Merrill E. Dixon and Richard E. Dixon, as Contractor, to the City of San Diego, a Municipal corporation in the County of San Diego, State of California, for the construction of San Vicente Dam:

SIGNATURES OF SURETIES:)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND 650 S. Spring St., Los Angeles, California  
By W. M. WALKER Attorney in Fact (SEAL)  
Attest THERESA FITZGIBBONS Agent

THE AETNA CASUALTY AND SURETY COMPANY 810 So. Spring St., Los Angeles, California  
By R. S. POSSINGER Resident Vice President (SEAL)  
Attest F. X. SCHOEFER Resident Asst. Secretary

THE TRAVELERS INDEMNITY COMPANY, 510 W. 6th St., Los Angeles, California  
By F. S. PLEWS Attorney in Fact (SEAL)  
Attest W. C. PHILLIPS Attorney in Fact

HARTFORD ACCIDENT AND INDEMNITY COMPANY 548 So. Spring St., Los Angeles, California  
By JOE H. BROCK Attorney in Fact (SEAL)

MARYLAND CASUALTY COMPANY 724 So. Spring St., Los Angeles, California  
By M. C. ANDREWS, Attorney in Fact (SEAL)

UNITED STATES FIDELITY & GUARANTY COMPANY 111 W. 7th St., Los Angeles, California  
By H. V. D. JOHNS Attorney in Fact (SEAL)

FIREMAN'S FUND INDEMNITY COMPANY 548 So. Spring St., Los Angeles, California  
By L. H. SCHWOBEDA Attorney in Fact (SEAL)

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA 621 So. Spring St., Los Angeles, California  
By C. F. BATCHELDER Attorney in Fact (SEAL)

Countersigned on behalf of Fidelity and Deposit Company of Maryland as originating Company by John Burnham & Co., its General Agent at San Diego, California.  
JOHN BURNHAM & CO. By Donald C. Burnham (SEAL)

Countersigned on behalf of THE AETNA CASUALTY AND SURETY COMPANY by PAUL WOLCOTT its Res. Vice Pres. at San Diego, California.

Countersigned on behalf of HARTFORD ACCIDENT AND INDEMNITY COMPANY by GEO. H. MURCH, its Atty. in fact. at San Diego, California. (SEAL)

Countersigned on behalf of MARYLAND CASUALTY COMPANY by F. F. EDELEN its Attorney in Fact at San Diego, California.

Countersigned on behalf of UNITED STATES FIDELITY & GUARANTY COMPANY by K.N. DUNLOP its Atty. in fact at San Diego, California. (SEAL)

Countersigned on behalf of FIREMAN'S FUND INDEMNITY COMPANY M.J.WHITE its Atty-in-Fact at San Diego, California. (SEAL)

Countersigned on behalf of INDEMNITY INSURANCE COMPANY OF NORTH AMERICA W. JOHN PEDRONCELLI its Atty. in Fact at San Diego, California (SEAL)

STATE OF CALIFORNIA }  
County of Los Angeles }ss

On this 5th day of September, 1941, before me, S.M.Smith, 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 Theresa Fitzgibbons, 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) S. M. SMITH  
My commission expires Feb. 18, 1942 Notary Public in and for the County of Los Angeles  
State of California S.M.Smith

STATE OF CALIFORNIA, }  
County of Los Angeles }ss

On this 5th day of September, in the year nineteen hundred forty-one, 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 F.X.Schoefer, known to me to be the Resident Assistnat Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within 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  
(SEAL) Notary Public in and for said Los Angeles  
My commission expires February 21, 1943 County, State of California

STATE OF CALIFORNIA }  
County of Los Angeles }ss

On this 5th day of September, 1941, before me personally came F.S.Plews and W.C.Phillips to me known, who being by me duly sworn, did depose and say: that they are Attorneys-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that they know the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to them in accordance with the By-Laws of the said Corporation, and that they signed their name thereto by like authority.

(SEAL) My commission expires June 13, 1944 N. P. BRETTNER Notary Public

STATE OF CALIFORNIA }  
County of Los Angeles }ss

On this 5th day of September, 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  
(SEAL) Notary Public in and for the County of  
My commission expires April 26, 1942 Los Angeles, State of California.

STATE OF CALIFORNIA }  
County of Los Angeles }ss

On this 5th day of September in the year one thousand nine hundred and forty-one, before me FRANCES B. GRAY a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared N. C. Andrews known to me to be the duly authorized Attorney-in-Fact of Maryland Casualty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Corporation, and the said N. C. Andrews acknowledged to me that he subscribed the name of the Maryland Casualty Company as Surety, and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.  
FRANCES B. GRAY  
(SEAL) Notary Public in and for said County and State  
My commission expires January 6, 1942

STATE OF CALIFORNIA }  
County of Los Angeles }ss

On this 5th day of September in the year one thousand nine hundred and forty-one, before me; AGNES L. WHITE a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. V. D. JOHNS, 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 H. V. D. Johns 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, 1945

AGNES L. WHYTE  
Notary Public in and for Los Angeles County,  
State of California

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 5th day of September, 1941, before me, M.E.Beeth, a Notary Public in and for said County, State Aforesaid, residing therein, duly commissioned and sworn, personally appeared L. H. Schwobeda known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own 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 Los Angeles the day and year in this certificate first above written.

(SEAL) My commission expires March 23, 1945

M. E. BEETH  
Notary Public in and for the County of  
Los Angeles, State of California

STATE OF CALIFORNIA, }  
County of Los Angeles } ss

On this 5th day of September in the year one thousand nine hundred and forty one, before me F.D.Lanctot, a Notary Public in and for the County of Los Angeles personally appeared C.F.Batchelder known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Indemnity Insurance Company of North America, and acknowledged to me that he subscribed the name of the Indemnity Insurance Company of North America thereto as principal, and his own name as Attorney-in-fact.

(SEAL) My commission expires August 28, 1943

F. D. LANCTOT  
Notary Public in and for the County of  
Los Angeles, State of California

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 8th day of September, 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 DONALD C. BURNHAM, known to me to be the General Agent at San Diego, California of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the Fidelity and Deposit Company of Maryland thereto and his own name as General Agent at San Diego, California

(SEAL) My commission expires Jan. 23, 1945

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

#### CERTIFICATE OF AUTHORITY OF RESIDENT VICE-PRESIDENT.

KNOW ALL MEN BY THESE PRESENTS, That Paul Wolcott, has been and is hereby appointed Resident Vice-President of The Aetna Casualty and Surety Company, of Hartford Connecticut, at San Diego, California, and as such Resident Vice-President has full power and authority to sign and execute, on behalf of The Aetna Casualty and Surety Company, any and all bonds, recognizances, contracts of indemnity or writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and all bonds, recognizances, contracts of indemnity, or writings obligatory in the nature of a bond, recognizance, or conditional undertaking signed by him when sealed and attested by a Resident Assistant Secretary, shall be as valid and binding upon the Company as if the same had been signed by the President and duly sealed and attested.

This appointment is made under and by authority of the following provisions of the by-laws of the Company which provisions are now in full force and effect and are the only applicable provisions of said by-laws.

#### Article 4.

Section 8. The President, any Vice-President, or any Secretary may from time to time appoint Resident Vice-Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

Section 10. Any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President or a Vice-President or by a Resident Vice-President, pursuant to the power prescribed in the certificate of authority of such Resident Vice-President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

IN WITNESS WHEREOF, The Aetna Casualty and Surety Company has caused these presents to be signed by its Secretary, and its corporate seal to be hereto affixed, this 15th day of July, A.D. 1941.

(SEAL) THE AETNA CASUALTY AND SURETY COMPANY,  
By J. A. SWEARINGEN Secretary

STATE OF CONNECTICUT, County of Hartford-ss:

On this 15th day of July, A.D. 1941, before me personally came J.A.Swearigen, to be known, who, being by me duly sworn, did depose and say; that he resides in the City of Hartford, State of Connecticut; that he is Secretary of The Aetna Casualty and Surety Company, 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 authority of his office under the by-laws of said corpora-  
tion and that he signed his name thereto by like authority.

(SEAL) JOHN A MACON  
Notary Public  
Certificate No. 241378 My commission expires Jan. 31, 1942.

STATE OF CALIFORNIA )  
County of San Diego } ss

On this 10th day of September, before, Marston Burnham, in the year one thous-  
and nine hundred and forty-one, 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.

STATE OF CALIFORNIA )  
County of San Diego } ss

On this 10th day of September, 1941, 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 sub-  
scribed 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, 1945.

STATE OF CALIFORNIA )  
County of San Diego } ss

On this 10th day of September in the year one thousand nine hundred and forty  
one, before me, D. S. Zenz a Notary Public in and for said County and State, residing there-  
in, duly commissioned and sworn, personally appeared K. N. Dunlop, 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 K. N. Dunlop 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) D. S. ZENZ  
Notary Public in and for San Diego County,  
My commission expires June 6, 1945 State of California

STATE OF CALIFORNIA )  
County of San Diego } ss

On this tenth day of September, 1941, before me, Algy E. Lillicrap, a Notary  
Public in and for said San Diego County, State aforesaid, residing therein, duly commis-  
sioned and sworn, personally appeared M. J. White known to me to be the person whose name  
is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity  
Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity  
Company thereto as principal, and his own 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) ALGY E. LILLICRAP  
Notary Public in and for the County of San Diego  
My commission expires May 29th, 1941

STATE OF CALIFORNIA )  
County of San Diego } ss

On this 11th day of September in the year one thousand nine hundred and one,  
before me Otilie M. Wendel, a Notary Public in and for the County of San Diego personally  
appeared W. John Pedroncelli known to me to be the person whose name is subscribed to the  
within instrument as the Attorney-in-fact of the Indemnity Insurance Company of North  
America, and acknowledged to me that he subscribed the name of the Indemnity Insurance  
Company of North America thereto as principal, and his own name as Attorney-in-fact.

(SEAL) Otilie M. Wendel  
Notary Public in and for the County of San Diego  
My commission expires April 21, 1943 State of California

If executed by an individual or partnership contractor, appropriate changes  
shall be made in the last preceding paragraph. (SEAL)

I hereby approve the form of the within Bond this 10th day of Sept, 1941.  
JACOB WEINBERGER, 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 10th day of September 1941.

ATTEST: FRED W. SICK  
City Clerk

(SEAL)

FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with L. E. Dixon Company for constructing San Vicente Dam; being Document No. 332404.

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

By Francis Patton Deputy

#### A G R E E M E N T

WHEREAS, Mrs. Eleanor B. Melchers is the owner of Lots 11 and 12, Block 28, Middletown Addition San Diego, San Diego County, California, and

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

THIS AGREEMENT, signed and executed this 1st day of July, 1941, by me that I will for and in consideration of the permission granted me to remove 60 feet of curbing on Kettner Blvd., 60 feet of curbing on Cedar Street, adjacent to the above described property, bind myself, my heirs, executors, and assigns, 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.

Mrs. Eleanor B. Melchers 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.

MRS. ELEANOR B. MELCHERS  
4920 Brighton Ave. Ocean Beach.

STATE OF CALIFORNIA,

County of San Diego

} SS

On this 1st day of July, A.D. Nineteen Hundred and Forty-one, before me H.S. Bell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Eleanor B. Melchers 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 Jan. 30, 1944

H. S. BELL Notary  
Notary Public in and for the County of San Diego  
State of California

TO WHOM IT MAY CONCERN: The Hercules Oil Company of San Diego, Inc., hereby agrees to replace the curbing at such time as the City of San Diego directs it to do so, and agrees to comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego, or on the part of Mrs. Eleanor B. Melchers.

HERCULES OIL COMPANY OF SAN DIEGO, INC  
By Melvin L. Nevitt

President

RECORDED SEP 11 1941 11 min. past 4 p.m. in book 1232 at page 394 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.

ZETTA J. BEER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb cutting agreement from Mrs. Eleanor B. Melchers; being Document No. 332239.

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

By Francis Patton Deputy

#### A G R E E M E N T

WHEREAS, Arthur W. Karsten and Ceal T. are the owners of Lots 14 Block B Las Lomas and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Aug 1941, by \_\_\_\_\_ that will, for and in consideration of the permission granted \_\_\_\_\_ to remove 15 feet of curbing on Zola 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.

\_\_\_\_\_ 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.

ARTHUR W. KARSTEN  
CEAL T. KARSTEN  
4335 Newport Ave.

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 27th day of August, A.D. Nineteen Hundred and Forty-One before me, Constance G. Bechtel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur W. Karsten 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) CONSTANCE G. BECHTEL  
Notary Public in and for the County of San Diego  
My commission expires Mar. 26, 1942 State of California

RECORDED SEP 18 1941 55 min. past 3 p.m. in book 1253 at page 8 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. Zervas  
K YOUNG

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 Arthur W. Karsten to the City of San Diego; being Document No. 332413.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, D. H. Dufford and Sadie A. Dufford Husband and Wife are the owners of Lots 21-22 Block 82 Point Loma Heights San Diego, California;

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 July, by us that we will, for and in consideration of the permission granted us to remove 15 feet of curbing on Coronado St., 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.

D. H. DUFFORD  
SADIE A. DUFFORD  
4115 Alpha St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 21st day of July, A.D. Nineteen Hundred and forty one, before me, J.H. Johnson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. H. Dufford and Sadie A. Dufford known to me to be the persons described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) J. H. JOHNSON  
Notary Public in and for the County of San Diego  
State of California

RECORDED SEP 18 1941 55 min. past 3 p.m. in book 1234 at page 466 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.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb cutting agreement from D. H. Dufford et ux to the City of San Diego, California; being Document No. 332483.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Graham D. McVicker is the owner of Lots 8 & 1/2 of 9, Block 1 Loma Terrace and,

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

THIS AGREEMENT, signed and executed this \_\_\_ day of Sept. by Graham D. McVicker that he will, for and in consideration of the permission granted \_\_\_ to remove 22 feet of curbing on Narragansett 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.

Graham D. McVicker 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.

GRAHAM D. MCVICKER  
3758 Narragansett

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 3 day of Sept., A.D. Nineteen Hundred and 41, before me, John O. Lockwood a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Graham D. McVicker 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) JOHN O. LOCKWOOD  
Notary Public in and for the County of San Diego,  
State of California

My commission expires Dec. 22, 1941

RECORDED SEP 18 1941 55 min. past 2 p.m. in book 1254 at page 465 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.  
B. HARTWELL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb cutting agreement from Graham D. McVicker; being Document No. 332484.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Pear Pearson is the owner of Lot 16 Block 6 Kensington #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 12 day of Sept., by Pear Pearson that I will, for and in consideration of the permission granted me to remove 10 feet of curbing on Hilldale Rd. adjacent to the above described property, bind my 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 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.

PEAR PERASON  
3821 Boundary St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 12 day of September, A.D. Nineteen Hundred and Forty-one, before me, A. F. Butler a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Pear Pearson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

My commission expires Jan. 20, 1943

RECORDED SEP 18 1941 55 min. past 3 p.m. in book 1241 at page 122 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 Pear Pearson; being Document No. 332516.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Sanna Dean is the owner of Lots 1-2-3-4 Block 37 Ocean Beach San Diego, California, and

WHEREAS, the provisions of Ordinance No. 738 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10th day of September, by Sanna Dean that she will, for and in consideration of the permission granted her to remove 40 feet of curbing on Coronado St. and Sunset Cliffs 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.

Sanna Dean 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.

SANNA DEAN (Address)

STATE OF CALIFORNIA, } ss  
County of San Diego

On this 11th day of Sept., A.D. Nineteen Hundred and 1941, before me, Carl W. Switters, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sanna Dean 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. 15, 1942  
RECORDED SEP 18 1941 55 min. past 3 p.m. in book 1237 at page 361 of official records, San Diego Co., Cal. Recorded at request of Grantee.

CARL W. SWITTERS  
Notary Public in and for the County of San Diego, State of California  
ROGER N. HOWE, County Recorder  
By Deputy H. Zervas

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

J HARRINGTON  
Copyist County Recorder's office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Sanna Dean; being Document No. 332520.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Sanna Dean is the owner of Lots 45-46-47-48 Block 37 Ocean Beach 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 10th day of September, by Sanna Dean that she will, for and in consideration of the permission granted her to remove 40 feet of curbing on Santa Cruz and Sunset Cliffs 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.

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

SANNA DEAN (Address)

STATE OF CALIFORNIA } ss  
County of San Diego

On this 11th day of Sept., A.D. Nineteen Hundred and 41, before me, Carl W. Switters, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sanna Dean 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. 15, 1942  
RECORDED SEP 18 1941 55 min. past 3 p.m. in book 1237 at page 359 of official records, San Diego Co., Cal. Recorded at request of Grantee.

CARL SWITTERS  
Notary Public in and for the County of San Diego, State of California.  
ROGER N. HOWE, County Recorder  
By Deputy H. Zervas

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

J HARRINGTON  
Copyist County Recorder's Office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Sanna Dean; being Document No. 332521.

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

By Francis Patton Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY HARRY L. FOSTER, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE PACIFIC BEACH PIPE LINE, WHICH SAID CONTRACT IS DATED MARCH 25, 1941, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 327758.

TO WHOM IT MAY CONCERN:  
NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed by Harry L. Foster, under his contract for the construction of the Pacific Beach Pipe Line, and which said contract is dated March 25, 1941, and is on file in the office of the City Clerk of said City as Document No. 327758, 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 September 10, 1941.

YOU ARE FURTHER NOTIFIED, that the Council of The City of San Diego on September 16, 1941, by resolution duly and regularly passed and adopted, officially accepted said work performed by said Harry L. Foster. 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 16th day of September, 1941.

(SEAL)

THE CITY OF SAN DIEGO  
By Fred W. Sick

City Clerk

RECORDED SEP 17 1941 1 min. past 10 A.M. in book 1238 at page 259 of official records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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 notice of completion and acceptance of work and materials for construction of Pacific Beach Pipe Line; being Document No. 332522.

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

By Francis Patten Deputy

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 September, 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 BURROUGHS ADDING MACHINE 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 sum 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) Style 261700 electrically-operated Burroughs Billing Machines; in accordance with the specifications therefor contained in Document No. 331823, on file in the office of the City Clerk of said City, and as contained in the bid of said Company on file in the office of the Purchasing Agent of said City.

Said contractor hereby agrees to furnish and deliver the equipment above described at and for the sum of four thousand nine hundred seventy-seven and 99/100 dollars (\$4,977.99) which price includes the California State Sales Tax.

Said contractor agrees to deliver said billing machines at the Civic Center, San Diego, California, on or before the 15th day of March, 1942.

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 equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of four thousand nine hundred seventy-seven and 99/100 dollars (\$4,977.99), which said sum includes the California State Sales Tax; said sum to be paid as follows:

Upon delivery of said equipment and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as 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. 75086 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 JOHN A. THORNTON  
Acting City Manager  
BURROUGHS ADDING MACHINE COMPANY  
By GEO. W. EVANS Secretary  
Contractor

(SEAL) ATTEST:  
E. R. VOLLWILER Ass't Secretary

I hereby approve the form of the foregoing contract, this 22d day of September, 1941.  
JACOB WEINBERGER City Attorney  
By H B DANIEL  
Assistant City Attorney

KNOW ALL MEN BY THESE PRESENTS, That Burroughs Adding Machine 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 Twelve hundred forty-five Dollars (\$1245.00), 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 September, 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 to said City two (2) style 261700 electrically-operated Burroughs Billing Machines; for the sum of \$4977.99, 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.

BURROUGHS ADDING MACHINE COMPANY

Geo. W. Evans Secretary

Principal

(SEAL) ATTEST:

E. R. Vollwiler

Ass't Secretary

HARTFORD ACCIDENT & INDEMNITY COMPANY

By Kathryn L. Benton (SEAL)

Attorney-in-fact

Surety

ATTEST: JANICE SHEEHAN

I hereby approve the form of the within Bond, this 22d day of September, 1941.

JACOB WEINBERGER City Attorney

By H B DANIEL

Assistant City Attorney

I hereby approve the foregoing bond this 22nd day of September 1941.

JOHN A. THORNTON

Acting City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Burroughs Adding Machine Co. for two billing machines; being Document No. 332734.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton 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 29th day of January, 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, hereunto duly authorized by an ordinance of the City Council of said City, numbered 1678 (New Series), regularly passed and adopted on October 10, 1939, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, acting by and through the Secretary of the Navy, as Lessee, hereinafter sometimes referred to as 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:

All of Lot 77 of the Partition of Rancho Mission of San Diego, according to the map thereof No. 330, on file in the office of the County Recorder of San Diego County, California, EXCEPT that portion of said Lot 77 bounded and described as follows:

Beginning at the southeasterly corner of said Lot 77; thence north 89° 33' 40" west along the southerly line of said Lot 77 a distance of 2169.17 feet to a point; thence north 75° 23' 40" east a distance of 2246.50 feet to a point on the easterly line of said Lot 77 distant therealong 583.00 feet northerly from the point of beginning; thence south 0° 28' 30" west along the easterly line of said Lot 77 a distance of 583.00 feet to the point or place of beginning.

Said portion of Lot 77 to be leased contains 70.09 acres, more or less.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on the 29th day of January, 1940, and ending with the 30th 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, further, that no renewal thereof shall extend the period of occupancy of the premises by the Government for a period exceeding fifteen (15) years from the beginning of the tenancy hereby created.

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 it shall give written notice thereof to the Government thirty (30) days before the expiration of the lease.

The premises hereby leased are leased upon the express condition that they shall be used exclusively by the Government, its agents or employees, for the purposes of establishing and maintaining thereon a military aviation field, together with such structures, equipment and military activities necessary, desirable or convenient in connection with the operation of such aviation field; 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, save and except the right of the Government upon such termination to remove structures, equipment and personal property placed upon the leased premises by it.

The Government shall pay to the lessor for said premises rent at the following rate: One Dollar (\$1.00) per annum. 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. 1678 (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 Lessee  
By CHARLES EDISON Secretary of the Navy

I hereby approve the form of the foregoing Lease this 10th 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 photostatic copy of lease between the City of San Diego and the United States for military aviation field (Linda Vista); being Document No. 332773.

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

By Francis Brown Deputy

KNOW ALL MEN BY THESE PRESENTS, That American Cast Iron Pipe 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 ONE THOUSAND FIVE HUNDRED TWENTY-TWO Dollars (\$1,522.00), 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 September, 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:

480 lin. ft. 36" Class 150 cement lined cast iron pipe  
900 " " 8" " " " " " " " " " " "

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: MARION L. FARRELL  
AMERICAN CAST IRON PIPE COMPANY  
CLAUDE R. BROWN Principal

ATTEST: \_\_\_\_\_  
UNITED STATES GUARANTEE COMPANY  
By R. G. HILLMAN Attorney in Fact  
And M. S. BANKS Attorney in Fact Surety (SEAL)

I hereby approve the form of the within Bond, this 25th day of Sept. 1941.  
JACOB WEINBERGER City Attorney  
By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 25th day of September 1941.  
JOHN A THORNTON Acting City Manager

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 22nd day of September, A.D., 1941, before me, M.P. Joseph, a Notary Public in and for the said County and State, personally appeared R. G. Hillman and M. S. Banks, 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) M. P. JOSEPH  
Notary Public in and for said County and State  
My commission expires June 3rd, 1945.

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 September, 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 CAST IRON 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 to said City:

480 lin. ft. 36" Class 150 cement lined cast iron pipe  
900 " " 8" " " " " " " " " " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 331474.

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

480 lin. ft. Class 150 cement lined cast iron pipe @ \$15.35 per lin. ft.	\$7,368.00
900 " " ditto @ \$ 1.51 " " "	\$1,359.00
	\$8,727.00
Deduction for delivery f.o.b. railroad cars at foundry	\$2,640.00
	\$6,087.00

Said prices include the California State Use Tax in the amount of 3% on basis of foundry prices.

Purchase Order for Repair or Emergency Inventory-Preference Rating A-10 under Preference Rating Order P-22.

Also subject to U.S. Government priority ratings, ability to secure raw materials and other delays beyond our control.

Said contractor agrees to complete said delivery on or before the 30th day of October, 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: Six Thousand Eighty-seven Dollars (\$6,087.00), 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. 75054, 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 JOHN A. THORNTON  
Acting City Manager

AMERICAN CAST IRON PIPE COMPANY  
CLAUDE R. BROWN Contractor

ATTEST: MARION L. FARRELL

I hereby approve the form of the foregoing contract, this 25th day of Sept., 1941.

JACOB WEINBERGER  
City Attorney  
By H B DANIEL  
Ass't. 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, 1941

Not to exceed \$8,727.00

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California.

To be paid out of N.F. SAN VICENTE DAM BOND FUND Amer. C.I. Pipe Co.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with American Cast Iron Pipe Co.; being Document No. 332798.

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

By Francis Patten Deputy

#### PROJECT AGREEMENT - 1942 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 the budget heretofore submitted by the City which has been, and is hereby, approved by the Department.

Project	Location	Mile	Description	Amount
5	Washington Ave. Extension from Fourth St. to Lincoln Ave.	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)	172,565.23
9	Robinson Ave., from Eighth Ave. to Tenth Ave.:	0.14	Acquire right of way, grade, and construct bridge:	
(a)	Work by Department		Construction(additional amount)	5,000.00
				\$178,565.23

ARTICLE II. SURVEYS AND PLANS

The Department will make the surveys and plans designated in project 5(a).

ARTICLE III. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 5(a) and 9(a), 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 5(a) and 9(a) 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 5(a) and 9(a), will be charged for at the rental rates established by the Department.

ARTICLE IV. FUNDS

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

Unexpended for surveys and plans under project 7	\$ 645.23
Estimated to accrue during the fiscal year ending June 30, 1942	177,920.00
Total	\$ 178,565.23

The amount of \$178,565.23 is budgeted to defray the cost of the work described in Article I.

The annual revenue and the amounts provided for the projects listed in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The Department will pay the cost of the work described in projects 5(a) and 9(a) from the funds provided herein.

The amounts provided herein for the projects listed in Article I must not be exceeded, and no moneys shall be expended 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.

ARTICLE V. FINAL REPORTS

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 9(a), the Department will submit to the City a final report of expenditures made for such work.

ARTICLE VI. 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 10th day of September, 1941, and the Department on the 19th day of September, 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. T. MC COY  
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. 332807.

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

By Francis Patten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 26th day of September, 1941, by and between The City of San Diego, a municipal corporation, acting through the City Manager of said City, first party, and S. H. Burston a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2158 (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 ordering 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 September 26, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at 2602 National Avenue, as the same are hereinabove described, at the rate of Forty-five and no/100 Dollars (\$45.00) 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-five and no/100 Dollars (\$45.00) 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 year ending June 30, 1942.

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 JOHN G. THORNTON  
Acting City Manager

S. H. BURSTON  
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 26 day of September, 1941.

JACOB WEINBERGER City Attorney  
By J. H. McKinney  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with S. H. Burstson as District Water Bill Collector; being Document No. 332832.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Mary L. Gallagher and J. M. Gallagher are the owners of Lot "I", Block Fifty-two (52), New San Diego, 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 16th day of September, 1941, by Mary L. Gallagher & J. M. Gallagher that they will, for and in consideration of the permission granted them to remove 30 feet of curbing on India 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.

Mary L. Gallagher and J. M. Gallagher 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.

MARY L. GALLAGHER AND J. M. GALLAGHER  
By J. M. Gallagher

Address

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 16th day of Sept., A.D. Nineteen Hundred and 41, before me, H.S. Bell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. M. Gallagher 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) H. S. BELL  
Notary Public in and for the County of San Diego  
My commission expires Jan. 30, 1944 State of California

RECORDED SEP 25 1941 45 min. past 10 A.M. in book 1256 at page 46 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.

B. HARTWELL  
Copyist County Recorder's office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Mary L and J M Gallagher; being Document No. 332559.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Paul P. Dinant is the owner of Lot "G" Block Fifty-two (52), New San Diego, 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 17th day of September, 1941, by Paul P. Dinant that he will, for and in consideration of the permission granted him to remove 30 feet of curbing on India Street 30 feet of curbing on "E" 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.

Paul P. Dinant 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.

PAUL DINANT

2929 Union St. San Diego Calif.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 17th day of Sept. A.D. Nineteen Hundred and 41, before me, H.S. Bell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul Dinant known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

H. S. BELL

(SEAL)

Notary Public in and for the County of San Diego,

State of California

My commission expires Jan. 30, 1944

RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1256 at page 46 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. Zervas

B. HARTWELL

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 removal agreement from Paul P. Dinant; being Document No. 332560.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### A G R E E M E N T

WHEREAS, Cabrillo Land Co. (successors to Spreckels Bros. Com'l. Co.) is the owner of Lot One (1) Block Twenty-eight (28) Middletown of the City of San Diego, California, and,

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

THIS AGREEMENT, signed and executed this 16th day of September, 1941, by Cabrillo Land Company that they will, for and in consideration of the permission granted them to remove twelve (12) feet of curbing on Cedar 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.

Cabrillo Land Company further agrees 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.

CABRILLO LAND CO.

(SEAL)

ATTEST: MELVIN L. NEVITT

Chairman, Board of Directors

H. S. BELL Secretary

GEO. W. JACKSON Pres.

1516 Kettner Boulevard

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 16th day of September, A.D. Nineteen Hundred and Forty-one, before me, H.S. Bell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George W. Jackson President, of the Cabrillo Land 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.

H. S. BELL

(SEAL)

Notary Public in and for the County of San Diego,

State of California

My commission expires Jan. 30, 1944

RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1256 at page 45 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. Zervas

B. HARTWELL

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 removal agreement from Cabrillo Land Co.; being Document No. 332561.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Star & Crescent Oil Co. is the owner of a portion of Pueblo Lot 1125, according to map of the Pueblo Lands of San Diego, made by James Pascoe in 1870, and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 September, 1941, by Star & Crescent Oil Co. that they will, for and in consideration of the permission granted them to remove 12 feet of curbing on Robinson Street adjacent to the above described property, bind themselves, their heirs and assigns 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. Star & Crescent Oil Co. further agrees 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.

STAR & CRESCENT OIL CO.  
O. H. HALL Pres.  
New California Bldg., San Diego, Calif.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 18th day of September, A.D. Nineteen Hundred and forty-one, before me, Beatrice E. Roy, 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) BEATRICE E. ROY  
Notary Public in and for the County of San Diego  
State of California  
My commission expires Jan. 23, 1945  
RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1256 at page 44 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. Zervas  
B. HARTWELL  
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 removal agreement from Star & Crescent Oil Co.; being Document No. 332581.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Julia G. Rosenthal is the owner of Lots 1 & 2 Block 130 University Hghts. 1945 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 28th day of August, by Julia G. Rosenthal that she will, for and in consideration of the permission granted her to remove 72 feet of curbing on Florida & El Cajon adjacent to the above described property, binds herself 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 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. Julia G. Rosenthal 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.

JULIA G. ROSENTHAL  
2878 Copely Ave., Sna Diego, Cal.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 2nd day of September, A.D. Nineteen Hundred and Forty-one, before me, Gloria Ann Jacobs a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Julia G. Rosenthal 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) GLORIA ANN JACOBS  
Notary Public in and for the County of San Diego  
State of California  
My commission expires December 27, 1944  
RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1256 at page 42 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
by Deputy H. Zervas  
B. HARTWELL  
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 Julia G. Rosenthal; being Document No. 332600.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T

WHEREAS, A. H. Ebright is the owner of Lots E & F Block 106 Hortons 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 19 day of Sept., by A. H. Ebright that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on J St. 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. \_\_\_\_\_ 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.

A. H. EBRIGHT  
1757 Front St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 19 day of September, A.D. Nineteen Hundred and 41, before me, Walter L. McDonald, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. H. 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.

(SEAL)

WALTER L. MC DONALD  
Notary Public in and for the County of San Diego  
State of California

RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1256 at page 43 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.

B. HARTWELL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from A. H. Ebright; being Document No. 332612.

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

By Francis Petersen Deputy

A G R E E M E N T

WHEREAS, Fred A. Petersen is the owner of Lots A, B, and L, 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 23rd day of September, by Fred A. Petersen that he will, for and in consideration of the permission granted him to remove 16' (Lot B) feet of curbing on Columbia St. 20', Lot A, "E" Street, 20' Lot L "E" 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.

FRED A. PETERSEN  
4412 Cleveland Ave.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 23rd day of September, A.D. Nineteen Hundred and Forty-one, before me, N. Steinmetz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred A. Petersen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1251 at page 126 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 removal agreement from Fred A. Petersen; being Document No. 332739.

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

By Francis Petersen Deputy

A G R E E M E N T

WHEREAS, Bekins Van & Storage Co. is the owner of portion of Lots 1 & 2 Block "J" Teralta 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 22nd day of Sept., by Bekins Van & Storage Co. that we will, for and in consideration of the permission granted us to remove 20 feet of curbing on 37th 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 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.

BEKINS VAN & STORAGE CO  
C. C. TEMPLE  
1202 Kettner Blvd., San Diego,  
California

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 22nd day of September, A.D. Nineteen Hundred and forty one, before me, F. Nachheim, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. C. Temple 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 on behalf of the Bekins Van & Storage Co.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, California, 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 13, 1945 State of California  
RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1251 at page 126 official  
records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
by Deputy H. Zervas  
HELEN NASI

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 Bekins Van & Storage Co.; being Document No. 332740.

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

By Francis Patten Deputy

UNDERTAKING FOR STREET LIGHTING

Ocean Beach 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 forty-five dollars (\$245.00), 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 September, 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 ABBOTT STREET, NEWPORT AVENUE, SANTA MONICA AVENUE, BACON STREET and VOLTAIRE STREET, in said City, within the limits and as particularly described in Resolution of Intention No. 74093, adopted by the Council of said City May 6, 1941, on file in the office of the City Clerk of said City. required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego 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) J. E. CANNON  
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. Holloway Principal  
Vice President in Charge of Sales

ATTEST:  
(SEAL) 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 25th day of September, 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)

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 27 day of September, 1941.

JACOB WEINBERGER 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. 75134 passed and adopted on the 16th day of September, 1941, require and fix the sum of \$245.00 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 30th day of September, 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:

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, 1941, to-wit, to and including August 13, 1942.

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 20, 1941, 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 seventy-eight and 60/100 dollars (\$978.60) 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 "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 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 seventy-eight and 60/100 dollars (\$978.60) 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 nine hundred seventy-eight and 60/100 dollars (\$978.60).

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. E. Cannon

Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. Holloway  
Vice President in Charge of Sales

THE CITY OF SAN DIEGO  
By FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
A. E. FLOWERS

(SEAL) ATTEST:

FRED W. SICK City Clerk  
By Helen M. Willig, Deputy

I hereby approve the form of the foregoing contract, this 27 day of Sept. 1941.

JACOB WEINBERGER 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 Ocean Beach Lighting District No. 1; being Document No. 332800.

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

By Francis Patton Deputy

## L E A S E

THIS INDENTURE OF LEASE, made and entered into this 11th day of September, 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 sometimes called the City, and EDWARD HOLLINGER and D. C. MILLICAN, as Lessees, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease 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:

## 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 462.47 feet southeasterly from Station 187 on said Bulkhead Line; thence north 70° 50' 00" east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 28 feet to the true point or place of beginning, said true point being the southeasterly corner of that tideland parcel leased to the California Packing Company, effective September 1st, 1941, thence north 8° 32' 40" east along the easterly boundary of said parcel leased to the California Packing Company a distance of 250 feet to a point; thence at right angles south 81° 27' 20" east a distance of 200 feet to a point; thence south 23° 24' 30" west a distance of 278.30 feet to a point; thence north 73° 03' 40" west a distance of 130 feet, more or less, to the true point or place of beginning, containing 42,972 square feet of tideland area.

## 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 462.47 feet southeasterly from Station 187 on said Bulkhead Line; thence north 70° 40' 00" east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 48 feet to the true point or place of beginning; thence continuing south 73° 03' 40" east a distance of 50 feet to a point; thence south 23° 24' 30" west a distance of 150 feet to a point; thence north 73° 03' 40" west a distance of 50 feet to a point; thence north 23° 24' 30" east a distance of 150 feet to the true point or place of beginning.

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 part thereof unto the said lessees for the period of five (5) years, beginning on the 1st day of October, 1941, and ending on the 30th day of September, 1946, at the following rentals:

The sum of one cent (1¢) per square foot per year for the premises hereinbefore described as Parcel No. 1.

The sum of 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 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 hereinabove described as Parcel No. 1 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.

That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the construction and maintenance thereon of a wharf and ship ways, and such other structures necessary or convenient for conducting and carrying on 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 and Planning Commission of said City.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessees to be paid compensation for their buildings, structures and physical improvements placed upon the demised premises as hereinabove provided, and which compensation shall have been paid to the lessees, the 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 them 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 lessees will remove any structures 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 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 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 unless this lease shall have been terminated for a cause herein provided, upon the expiration of the five-year term hereinabove granted, the lessees shall, provided they are 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 be at the rate of two cents (2¢) per square foot per year for the premises hereinbefore described as Parcel No. 1. If the lessees shall elect to exercise its option to renew said lease as herein provided, they shall, at the end of said five-year period, provided they are 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 ten (10) years, save and except that the rental for such extended ten-year term shall be at a rate to be fixed by the Harbor Commission, provided, however, that such rate shall not exceed five cents (5¢) per square foot per year, for the premises hereinbefore described as Parcel No. 1.

If the lessees shall elect to exercise their option to renew said lease as herein provided, they shall, at the end of said ten-year period, provided they are 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 be at a rate to be fixed by the Harbor Commission, provided, however, that such rate shall not exceed five cents (5¢) per square foot per year, for the premises hereinbefore described as Parcel No. 1.

The options herein provided for shall be exercised by notice in writing on the part of the lessees filed with the City 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 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 rental, during the ensuing period of five years and so through each succeeding period for which the lessees shall exercise their 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 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 E. HARPER  
Members of the Harbor Commission  
of The City of San Diego.

EDWARD HOLLINGER  
D. C. MILLICAN                      Lessees

I hereby approve the form of the foregoing Lease, this 23d day of July, 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 tideland lease with Hollinger and Millican; being Document No. 332895.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That Jerry Heilbron, doing business under the firm name and style of Heilbron Electrical Company, as Principal and National Automobile Insurance 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 Eighteen hundred seventy-five Dollars (\$1875.00), 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 2d day of October, 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 to said City, from time to time, as ordered and required by the Purchasing Agent of said City, Westinghouse Mazda Lamps, which equal or exceed the requirements of Federal

Specifications for Incandescent Lamps WL-101D, and annual supplement thereto, for a period of one year, commencing on September 16, 1941, and ending on September 15, 1942, 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.

HEILBRON ELECTRICAL CO.  
Jerry Heilbron Principal

(SEAL) ATTEST:  
EMMA GERADEHAND  
Notary Public in and for the County of  
San Diego, State of California

NATIONAL AUTOMOBILE INSURANCE CO.  
By E. Chas Clements Surety  
(SEAL)

ATTEST:

STATE OF CALIFORNIA, )  
County of San Diego } ss

On this 30th day of September, in the year 1941, before me, Mardge Watt, a Notary Public in and for said County and State, personally appeared E. Chas. Clements, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the National Automobile Insurance Company, and acknowledged to me that he subscribed the name of the National Automobile Insurance Company thereto as principal, and his own name as Attorney-in-fact.

(SEAL) MARDGE WATT  
Notary Public in and for said County and State  
My commission expires May 27, 1944

I hereby approve the form of the within Bond, this 3d day of October, 1941.  
JACOB WEINBERGER City Attorney  
By H. B. DANIEL Assistant City Attorney

I hereby approve the foregoing bond this 3rd day of October, 1941.  
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 16th day of September, 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 Jerry Heilbron, doing business under the firm name and style of Heilbron Electrical Company, Agent for Westinghouse Lamp Division of the Westinghouse Electric & Manufacturing 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: From time to time, as ordered and required by the Purchasing Agent of said City, Westinghouse Mazda Lamps, which equal or exceed the requirements of Federal Specifications for Incandenscent Lamps WL-101D, and annual supplement thereto, for a period of one year, commencing on September 16, 1941, and ending on September 15, 1942; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 332015.

Said contractor hereby agrees to furnish and deliver the lamps above described at 33% discount for standard packages, and 28% discount for broken packages, off the standard price schedule of the Westinghouse Electric & Manufacturing Company, contained in Document No. 332576, on file in the office of the City Clerk of said City. 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 \$7,500.00, but should said purchases not amount to said sum of \$7,500.00 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 lamps 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 lamps by said City, will pay said contractor for said lamps at the rate of 33% discount for standard packages, and 28% discount for broken packages, off the standard price schedule of the Westinghouse Electric & Manufacturing Company, contained in Document No. 332576, on file in the office of the City Clerk of said City. 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 lamps to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the lamps 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 he will be bound by each and every part of this contract, and deliver and cause to be delivered all of said lamps, 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. 75128 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 Walter W. Cooper  
City Manager

JERRY HEILBRON  
Doing business under the firm and style of  
HEILBRON ELECTRICAL COMPANY, Agent  
For WESTINGHOUSE LAMP DIVISION OF THE  
WESTINGHOUSE ELECTRIC & MANUFACTURING COMPANY,  
Contractor

I hereby approve the form of the foregoing contract, this 3d day of October, 1941.

JACOB WEINBERGER, 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 Heilbron Electrical Company for Mazda Lamps; being Document No. 332935.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That Bastian Bros. Co., a corporation organized and existing under the laws of the State of New York, 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 thirty Dollars (\$330.00), 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 18th day of September, 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 to said City 1530 service pins, in accordance with the specifications therefor contained in Document No. 331839, on file in the office of the City Clerk of said City. 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.

BASTIAN BROS CO.

F. J. BROWN, Vice Pres.

Principal

AMERICAN SURETY COMPANY OF NEW YORK

By J. W. WOOD Resident Vice President

Surety (SEAL)

649781K

ATTEST:

J H MAHONEY

Secty

Countersigned at Los Angeles, California

By A. E. KRULL Resident Vice President

ATTEST:

M. R. REINHARDT Resident Asst. Secy.

I hereby approve the form of the within Bond, this 2d day of October, 1941.

JACOB WEINBERGER City Attorney

By H B DANIEL

Assistant City Attorney

I hereby approve the foregoing bond this 2nd day of October, 1941.

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 2nd day of October, 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 Bastian Bros. Co., of Rochester, N.Y., a corporation organized and existing under the laws of the State of New York, 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: 1530 service pins, all in accordance with the specifications therefor contained in Document No. 331839, 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 three hundred nineteen and 60/100 dollars (\$1,319.60).

Said contractor agrees to complete said delivery on or before the 30th day of October, 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: The sum of one thousand three hundred nineteen and 60/100 dollars (\$1,319.60), 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. 75087 of the Council authorizing such execution, and the contractor has caused this instrument to be executed by one of the officers of the corporation the day and year in this agreement first above written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

BASTIAN BROS CO., (SEAL)  
Contractor

ATTEST:  
J. H. MAHONEY

Secty  
I hereby approve the form of the foregoing contract, this 2d day of October, 1941.

JACOB WEINBERGER 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 Bastian Bros. Co. for service pins; being Document No. 332968.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Jim C. Slaughter is the owner of Lot 3 Block 1 Rosecrans Park #1152 Catalina 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 23rd day of September, 1941, by Jim C. Slaughter that I will, for and in consideration of the permission granted to me to remove 16 feet of curbing on Catalina Blvd. 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.

Jim C. Slaughter further agrees that this agreement shall be binding on Jim C. Slaughter, 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.

JIM C. SLAUGHTER  
3130 Quimby Street, San Diego

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 23rd day of September, A.D. Nineteen Hundred and Forty-one, before me, Marybelle Carter a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jim C. Slaughter 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.

(SEAL) MARYBELLE CARTER  
Notary Public in and for the County of San Diego  
State of California  
My commission expires April 22, 1944

RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1249 at page 189 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. 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 removal agreement from Jim C. Slaughter; being Document No. 332668.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, H. B. Landes is the owner of Lots 5 and 6 Block 2 La Jolla 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 18th day of September, 1941, by H. B. Landes that he will, for and in consideration of the permission granted to remove 40

feet of curbing (2 - 20 ft. openings) on Camino de la Costa 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 \_\_\_\_\_ 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.

H. B. Landes 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.

H. B. LANDES  
5940 Camino de la Costa

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 18th day of September, A.D. Nineteen Hundred and forty-one, before me, Mildred C. B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. B. Landes 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) MILDRED C. B. WELLS  
Notary Public in and for the County of San Diego  
State of California  
My commission expires March 20, 1945  
RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1249 at page 191 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. 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 H. B. Landes; being Document No. 332649.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patterson Deputy

A G R E E M E N T

WHEREAS, Petrol Corp. is the owner of Lot C Block 94 Hortons 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 22 day of Sept., by Petrol Corp. that they will, for and in consideration of the permission granted them to remove 20 feet of curbing on Third 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.

Petrol Corp further agrees 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.

THE PETROL CORP. M. M. Ransom  
303 Market

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 22nd day of Sept., A.D. Nineteen Hundred and forty one, before me, H. S. Bell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. M. Ransom 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) H. S. BELL  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires Jan. 30, 1944.  
RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1249 at page 190 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. O. 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 removal agreement from The Petrol Corp., being Document No. 332666.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patterson Deputy

A G R E E M E N T

WHEREAS, Jim C. Slaughter is the owner of Lot 2, Block 1 Rosecrans Park #1156 Catalina 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 23rd day of September, 1941, by Jim C. Slaughter that he will, for and in consideration of the permission granted to him to remove 16 feet of curbing on Catalina Blvd adajcent 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 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.

Jim C. Slaughter further agrees that this agreement shall be binding on Jim C. Slaughter, 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,

JIM C. SLAUGHTER  
3130 Quimby Street, San Diego,  
California

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

On this 23rd day of September, A.D. Nineteen Hundred and Forty-one, before me, Marybelle Carter, a Notary Public in and for said County, residing therein, duly commis- sioned and sworn, personally appeared Jim C. Slaughter known to me to be the person de- scribed 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.

(SEAL) MARYBELLE CARTER  
Notary Public in and for the County of San Diego  
State of California  
My commission expires April 22, 1944  
RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1249 at page 190 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. Zervas  
E. W. OBERG

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 removal agreement from Jim C. Slaughter; being Document No. 332667.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Victor Nance is the owner of Lot 11 Block A Sunset Crest and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THERE- FORE,

THIS AGREEMENT, signed and executed this 15th day of September, by Victor Nance that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Valencia Street adjacent to the above described property, binding Alexander Drive and Trieste Drive to, and does hereby by these presents agrees to, remove any drive- way 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.

VICTOR NANCE  
(Address)

STATE OF CALIFORNIA )  
County of San Diego ) ss

On this 15th day of September, A.D. Nineteen Hundred and Forty-one, before me, Gloria Ann Jacobs, a Notary Public in and for said County, residing therein, duly com- missioned and sworn, personally appeared Victor Nance known to me to be the person de- scribed 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) 1644 GLORIA ANN JACOBS  
Notary Public in and for the County of San Diego  
State of California  
My commission expires December 27, 1944  
RECORDED SEP 25 1941 45 min. past 10 a.m. in book 1249 at page 192 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. Zervas  
E. W. OBERG

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 Victor Nance; being Document No. 332613.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Ralph C. Kimball & Lillian Kimball are the owners of Lot 12 Block 2 Sunset Grove and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation

of any driveway on any city street prior to signing an agreement with the City to replace 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 September 1941, by Ralph C. and Lillian Kimball that we will; for and in consideration of the permission granted to remove 16 feet of curbing on Muir Ave. adjacent to the above described property, bind ourselves 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 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 do further agree that this agreement shall be binding on ourselves and our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

RALPH C. KIMBALL & LILLIAN KIMBALL  
5090 Lotus

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 9th day of September, A.D. Nineteen Hundred and 41, before me, John Eduard Loftus, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph C. Kimball and Lillian Kimball known to me to be the persons described in and whose names 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) JOHN EDUARD LOFTUS  
Notary Public in and for the County of San Diego  
State of California  
My commission expires June 10, 1944  
RECORDED OCT 1 1941 min. past 2 p.m. in book 1252 at page 145 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 removal agreement from Ralph C. Kimball and Lillian Kimball; being Document No. 332747.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, N. Steinmetz is the owner of Lots 22, 23 and 24, Block 24 University Heights, San Diego, Calif. and,

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

THIS AGREEMENT, signed and executed this 25th day of September '41, by N. Steinmetz that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Madison 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 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.

N. STEINMETZ  
No. 926 - 7th Ave. San Diego, Calif.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 25th day of September, A.D. Nineteen Hundred and Forty-one, before me, THEO. FINTZELBERG, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared N. Steinmetz known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) THEO. FINTZELBERG  
Notary Public in and for the County of San Diego  
State of California  
RECORDED OCT 1 1941 min. past 2 p.m. in book 1252 at page 131 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 N. Steinmetz; being Document No. 332767.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Leo G. Johnson is the owner of Lots 21 to 24, Block 27 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 23rd day of September, by Leo G. Johnson that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Froud 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.

Leo G. Johnson 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.

LEO G. JOHNSON  
4521 Maryland Ct.

STATE OF CALIFORNIA,        )  
County of San Diego        )ss

On this 23rd day of September, A.D. Nineteen Hundred and forty-one, before me Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leo G. 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 May 4, 1945

RECORDED OCT 1 1941 min. past 2 p.m. in book 1251 at page 197 of official records, San Diego Co., Cal. Recorded at request of Grantee.

MARK M. SAUNDERS  
Notary Public in and for the County of San Diego  
State of California

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from Leo G. Johnson; being Document No. 332805.

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

By Francis Patton Deputy

L E A S E

THIS AGREEMENT, made and entered into this 7th day of July, 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 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. 2123 (New Series) of the ordinances of The City of San Diego, adopted by the Council of said City on April 29, 1941, as amended by Ordinance No. 2167 (New Series), adopted by said Council on June 3, 1941, 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:

PARCEL 1.

That portion of Pueblo Lots 1333, 1334, 1330, 1326, 1323 and 1314, and that portion of Pueblo Lot 1311 lying north of Miramar Road, 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:

A fifteen (15) foot strip of land across said Pueblo Lots, the center line of which is sixteen (16) feet east of the most easterly line of Pacific Highway, all in accordance with and as shown on Southern California Telephone Company plat filed in the office of the City Clerk as Document No. 328723;

PARCEL 2.

A fifteen (15) foot strip of land across Pueblo Lot 1279 of the Pueblo Lands of San Diego, in accordance with and as shown on said Document No. 328723; for a term of fifteen (15) years from the date hereof, at a rental of Two Hundred Fifty Dollars (\$250.00) 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 underground conduits, man-holes, cables and all other uses and facilities necessary in connection therewith and incident thereto, and for no other purpose.

(2) The City at all times reserves the right to use said land for the purpose of widening the highway, or for earth material embankment slopes outside the existing highway, or for the construction of drainage facilities that may be required.

PROVIDED, however, that if the area covered by this lease, or any part thereof, hereafter shall be included within any such highway or embankment slopes, so that it shall be necessary for the protection of the telephone facilities constructed in said area to be relocated or reinforced because of such inclusion, the rent herein specified shall be abated in whole or in part to compensate Lessee for the cost of such relocation or reinforcement; and provided, further, that if the whole of said area covered by this lease shall be included within any such highway or embankment slopes the rent herein specified shall not accrue from and after the date of such inclusion.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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.

(9) The Lessee shall not fence or otherwise obstruct the 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 any obstructions thereto, whether above or below ground, to such a position as will not interfere with the use of said premises for road purposes.

(10) 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 or repairing, constructing, replacing, inspecting and maintaining said facilities.

(11) 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.

(12) 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. 2123 (New Series) and amendments thereof 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

(ATTEST:) (SEAL)  
J. R. KNAPP, Assistant Secretary  
Approved as to form 9-17-41 LAWLER, FELIX & HALL  
Attorneys. By LESLIE C. TRIPPE

SOUTHERN CALIFORNIA TELEPHONE COMPANY, Lessee,  
By F. N. RUSH Vice Pres. & Gen. Mgr.

I hereby approve the form of the foregoing Lease this 28th day of May, 1941.

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 of Southern California Telephone Co. pole line across Pueblo lands; being Document No. 333077.

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

By Francis Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, that American Concrete and Steel Pipe Company, a corporation, 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 Twelve Thousand One Hundred Sixty-Seven Dollars (\$12,167.00), 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 October, 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: 3000 linear feet of 60" reinforced concrete, tile lined sewer 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: H. J. BEMIS

AMERICAN CONCRETE and STEEL PIPE COMPANY  
B. V. PRIMMER Dist. Mgr. Principal

ATTEST: E. E. GILLEAN Agent

FIDELITY & DEPOSIT COMPANY OF MARYLAND  
By H.G.MALM Surety  
Attorney-in-Fact (SEAL)

I hereby approve the form of the within Bond, this 8th day of Oct., 1941.

JACOB WEINBERGER City Attorney  
By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 8th day of October 1941.

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 7th day of October, 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.

BEATRICE E. ROY

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

(SEAL)

My commission expires Jan. 23, 1945

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of October, 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: 3000 lineal feet of 60" reinforced concrete, tile lined sewer pipe, in accordance with specifications therefor on file in the office of the City Clerk of said City under Document No. 332320.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 3000 lineal feet 60" tile lined sewer pipe @ \$15.75 per lin ft. - \$47,250.00. Said price does not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within seventy-five days from and after the date of the execution of this contract, and to complete said delivery on or before the 22 day of Dec. 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: Forty-eight Thousand Six Hundred Sixty-seven and 50/100 Dollars (\$48,667.50), inclusive of the California State Sales Tax in the sum of \$1,417.50, 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. 75276 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

B. T. PRIMMER Dist. Mgr.

Contractor

ATTEST:

H. J. BEMIS

I hereby approve the form of the foregoing contract, this 8th day of October, 1941.

JACOB WEINBERGER

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 Pipe Co. for 3000 feet concrete sewer pipe; being Document No. 333083.

FRED W. SICK

City Clerk of the City of San Diego, California

By

Francis Fatten

Deputy

## C O N T R A C T

WHEREAS, The City Manager of The City of San Diego was by Ordinance adopted July 8, 1941, authorized and empowered to enter into a contract for the services of a Housing Director; and

WHEREAS, pursuant to such authorization, the City Manager has heretofore entered into a contract with George B. White for his services as Housing Director, which said contract terminates on the 31st day of October, 1941; and

WHEREAS, the San Diego Defense Housing Commission and the City Manager desire to continue the services of said George B. White, as Housing Director, for an additional period of three months beginning November 1, 1941, and terminating January 31, 1942; and

WHEREAS, said George B. White is desirous of serving as Housing Director under the rules and regulations of the San Diego Defense Housing Commission for such additional period;

NOW, THEREFORE, WALTER W. COOPER, City Manager, for and on behalf of The City of San Diego, hereinafter called first party, and GEORGE B. WHITE, hereinafter called second party, mutually agree, covenant and contract as follows:

First party hereby covenants and agrees to pay second party the sum of two hundred fifty dollars (\$250.00) per month, for a period beginning November 1, 1941, and terminating January 31, 1942. Payments hereunder shall be made twice monthly in equal amounts of one hundred twenty-five dollars (\$125.00) and shall be payable on or before the 5th and 20th days, respectively, of each and every month. The first payment hereunder shall be and become due November 20, 1941.

Failure of first party to make payment, as provided hereinabove, shall not be deemed a breach of any obligation hereunder, unless said second party, prior to the acceptance of any delinquent payment, shall have first filed with the City Manager of The City of San Diego a written notice of protest.

Second party hereby agrees to direct, organize and carry on a program of housing registration, pursuant to such local rules, orders or regulations as may from time to time be promulgated by the San Diego Defense Housing Commission.

It is understood, however, that second party shall have no right, authority or power to enter into any contract for and on behalf of The City of San Diego or perform any act or service binding upon said City.

Second party agrees to use and employ all equipment, materials or facilities loaned him by first party herein for the fulfillment of the objects and purposes of the San Diego Defense Housing Commission, and for no other purposes, and, unless a consumable item, to make every reasonable effort to preserve the same in good condition and to return the same at any time during the life of this contract upon the demand of said first party.

Second party agrees, upon the termination of this contract or the covenants, assurances and agreements hereunder, to return immediately and without the necessity of demand all property, real and personal, belonging to, and the property of, The City of San Diego.

It is understood and agreed by and between the parties hereto that any order, decree or judgment of any court of competent jurisdiction holding or adjudicating that first party has no right, power or authority to enter into this contract, or to pursue any of the objects of the San Diego Defense Housing Commission, shall immediately and forever discharge first party from any obligation or duty with reference to payments remaining unpaid at the time of said order, judgment or decree.

Either party herein reserves the right to terminate this contract, its assurances, covenants and conditions, upon thirty (30) days' written notice thereof.

Every covenant, condition and assurance made herein, except as elsewhere provided, is deemed by the parties hereto to be material, and any breach thereof shall upon written notice of said party immediately discharge his obligation under this contract and terminate all rights of the breaching party.

IN WITNESS WHEREOF, the City Manager of The City of San Diego has hereunto subscribed his name for and on behalf of said City, and the second party has hereunto subscribed his name, this 9th day of October, 1941.

THE CITY OF SAN DIEGO First Party  
By WALTER W. COOPER

City Manager  
GEO. B. WHITE Second Party

I hereby approve the form of the foregoing contract this 10 day of October, 1941.  
JACOB WEINBERGER

City Attorney

Oct. 9, 1941 approved as to funds available

J. S. BARBER City Auditor and Comptroller

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with George B. White for services as Housing Director; being Document No. 332994.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## L E A S E

THIS INDENTURE OF LEASE, made and entered into this 10th day of October, 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 SOUTHWEST ONYX & MARBLE COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Beginning at a point on the Mean High Tide Line for the Bay of San Diego, as said Mean High Tide Line was established by that Superior Court Action numbered 35473, distant 100 feet northwesterly from the intersection of the said Mean High Tide Line with the southwesterly prolongation of the northwesterly line of Crosby Street; thence south

39° 18' 15" west on a line parallel to and distant 100 feet northwesterly from the southwesterly prolongation of the northwesterly line of Crosby Street, a distance of 300 feet to a point; thence north 50° 50' west, a distance of 140.70 feet to a point; thence at right angles north 39° 10' east a distance of 302.20 feet, more or less, to a point on the said Mean High Tide Line; thence southeasterly following along the said Mean High Tide Line to the point or place of beginning, containing 42,396 square feet of tideland area.

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 part thereof unto the said lessee for the period of fifteen (15) years, beginning on the 1st day of November, 1941, and ending on the 31st day of October, 1956, 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 next five (5) years of said term, at a rate to be fixed by the Harbor Commission of said City, which rate shall be not less than one cent (1¢) nor more than two cents (2¢) per square foot per year;

For the last five (5) years of said term, at a rate to be fixed by the Harbor Commission of said City, which rate shall be not less than three cents (3¢) nor more than four cents (4¢) per square foot per year;

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

Neither the whole, nor any part, of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission, evidenced by resolution duly and regularly passed and adopted.

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 becomes inconsistent with the trust 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 lessee 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 lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasioned by any such termination.

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 constructing and maintaining thereon buildings and structures necessary and convenient for the manufacture and storage of Onyx and Marble products.

(2) That all plans for structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and Planning Commission of said City.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the 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 it 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 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 improvements 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 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 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 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.

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, 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 KLIKA

WILLIAM E. HARPER

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

SOUTHWEST ONYX & MARBLE COMPANY, Lessee  
By J. W. FISHER Pres.

(SEAL) ATTEST:  
GLEN H. MUNKELT Sec.

I hereby approve the form of the foregoing Lease this 15th day of September, 1941.  
JACOB WEINBERGER City Attorney  
By H. B. DANIEL

Assistant City Attorney

EXHIBIT A (Drawing No. 150-B Harbor Department-City of San Diego Municipal  
Tideland Lease Southwest Onyx & Marble Co.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Tideland Lease with Southwest Onyx & Marble Company; being Document No. 333147.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

# L E A S E

THIS INDENTURE OF LEASE, made and entered into this 15th day of September, 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 STANDARD OIL COMPANY OF CALIFORNIA, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease 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 the established Bulkhead Station 300; thence north 70° 50' east a distance of 280 feet to the true point or place of beginning; thence continuing north 70° 50' east a distance of 100 feet to a point; thence north 19° 10' west a distance of 100 feet to a point; thence south 70° 50' west a distance of 100 feet to a point on the northeasterly line of the Martinolich Shipbuilding Company lease; thence south 19° 10' east along said lease line a distance of 100 feet to the true point or place of beginning, containing 10,000 square feet of tideland area.

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 part thereof unto the said lessee for the period of ten (10) years, beginning on the 1st day of October, 1941, and ending on the 30th day of September, 1951, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of said term, two cents (2¢) per square foot per year;

For the last five (5) years of said term, four cents (4¢) per square foot per year.

All rentals hereunder shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

Neither the whole, nor any part, of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the consent of the Harbor Commission, evidenced by resolution duly and regularly passed and adopted.

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 trust 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 lessee 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 lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasioned by any such termination.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used only for the purpose of constructing, maintaining and operating buildings, tanks, pipelines and other facilities for the storage thereat and sale therefrom of petroleum products in connection with the business of the lessee. Such use, however, shall not include the right to conduct and operate a retail service station on said premises.

(2) That all plans for structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and Planning Commission of said City.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the 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 it 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 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 improvements place 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 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 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 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.

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, 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 E. HARPER  
Members of the Harbor Commission of  
The City of San Diego

STANDARD OIL COMPANY OF CALIFORNIA, Lessee  
By A. C. GRANT Contract Agent (SEAL)  
G. M. JOST Assistant Secretary

ATTEST:

I hereby approve the form of the foregoing Lease this 15th day of September, 1941.  
JACOB WEINBERGER 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. 333158.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis J. Patterson Deputy

A G R E E M E N T

WHEREAS, Star Beverage Co. is the owner of Lot 28 Block 100 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 23d day of Sept. 1941 by Star Beverage Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on El Cajon Blvd adjacent to the above described property, bind Star Beverage Co. to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

Star Beverage Co. further agrees 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.

CARROL DEEM  
2030 El Cajon Blvd. San Diego

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 23d day of September, A.D. Nineteen Hundred and 41, before me, Doris Smylie, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carrol Deem 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) DORIS SMYLIE  
Notary Public in and for the County of San Diego,  
State of California

My commission expires July 25, 1945  
RECORDED OCT 1 1941 min. past 2 P.M. in book 1249 at page 252 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. W. OBERG

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Carrol Deem to the City of San Diego; being Document No. 332746.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy

A G R E E M E N T  
WHEREAS, Horace G. Shelton is the owner of Lots 47-48 Block 110 Reed & Swaynes Central Pk. and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,  
THIS AGREEMENT, signed and executed this 29 day of September, by Horace G. Shelton that he will, for and in consideration of the permission granted to remove 18 feet of curbing on 31st St. 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.  
Horace G. Shelton 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.  
HORACE G. SHELTON  
3102 K St.

STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 29 day of September, A.D. Nineteen Hundred and 41, before me, Walter L. McDonald, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Horace G. Shelton known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.  
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.  
WALTER L. MCDONALD  
Notary Public in and for the County of San Diego,  
State of California  
(SEAL) My commission expires Feb. 7, 1944  
RECORDED OCT 9 1941 12 min. past 9 A.M. in Book 1247 at page 466 of official records, San Diego Co., Cal. Recorded at request of Grantee.  
ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
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 Horace G. Shelton; being Document No. 332882.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy

A G R E E M E N T  
WHEREAS, Bohemian Distributing Company is the owner of Lots 1-2-3 & 10-11-12 Block 76 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 September, by Bohemian Distributing Company that they will, for and in consideration of the permission granted them to remove 20 feet of curbing on south side of Laurel Street adjacent to the above described property, bind themselves, their heirs and assigns 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.  
Bohemian Distributing Company further agree that this agreement shall be binding on Bohemian Distributing Company heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.  
BOHEMIAN DISTRIBUTING COMPANY  
A. TRAPANI Vice Pres.  
2254 East 49th Street,  
Los Angeles, Calif.  
STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 30th day of September, A.D. Nineteen Hundred and Forty-one, before me, Gloria Ann Jacobs, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. Trapani known to me to be the person described in and whose name his 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.  
GLORIA ANN JACOBS  
Notary Public in and for the County of San Diego  
State of California  
(SEAL) My commission expires December 27, 1944  
RECORDED OCT 9 1941 12 min. past 9 A.M. in book 1247 at page 468 of official records, San Diego Co., Cal. Recorded at request of Grantee.  
ROGER N. HOWE, County Recorder.  
By Deputy Glen L. Straw.

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 removal agreement from Bohemian Distributing Company; being Document No. 332896.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T  
WHEREAS, Mrs. Emily Cazare is the owner of Lots 1-4 Block 57 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 2nd day of October, by that will, for and in consideration of the permission granted to remove 32 feet of curbing on 3651 University (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.  
further agree that this agreement shall be binding on Mrs. Emily Cazare 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.  
EMILY CAZARE  
3651 University Ave.

STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 2 day of October, A.D. Nineteen Hundred and forty-one, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Emily Cazare 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. 25, 1943  
RECORDED OCT 9 1941 12 min. past 9 A.M. in Book 1251 at page 292 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ESTELLA R. BOURNE  
Notary Public in and for the County of San Diego  
State of California  
ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
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 removal agreement from Mrs. Emily Cazare; being Document No. 332932.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T  
WHEREAS, E. L. LaSalle is the owner of Lots 25 to 36 Inc. Block 80 S.D.L. & T. Addn. being the west cor. of Sampson and Main Sts., 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 11th day of September, 1941, by said E. L. LaSalle that he will, for and in consideration of the permission granted to remove 100 feet of curbing on Sampson St. 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.  
Said E. L. LaSalle 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.  
E. L. LA SALLE  
2673 Commercial St.

STATE OF CALIFORNIA }  
County of San Diego } ss  
On this 11th day of September, A.D. Nineteen Hundred and forty-one, before me, Katherine L. May, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. L. LaSalle 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)  
KATHERINE L. MAY  
Notary Public in and for the County of San Diego  
State of California  
RECORDED OCT 9 1941 12 min. past 9 A.M. in book 1251 at page 292 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 Glen L. Straw  
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 removal agreement from E. L. LaSalle; being Document No. 332933.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T  
WHEREAS, B. V. PADDOCK is the owner of Lots 9 & 10 Block 65 Arnold & Choate's subdivision and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,  
THIS AGREEMENT, signed and executed this 8th day of September, by me that I will, for and in consideration of the permission granted me to remove 20 feet of curbing on Ibis 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.  
V. B. PADDOCK  
1026 Douglas St.

STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 8th day of September, A.D. Nineteen Hundred and forty-one, before me, Sybil I. Corbett, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared V. B. Paddock 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) SYBIL I. CORBETT  
Notary Public in and for the County of San Diego  
State of California  
My commission expires March 1, 1944  
RECORDED OCT 9 1941 12 min. past 9 A.M. in book 1253 at page 147 of official records, San Diego Co., Cal.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
J. HARRINGTON  
Copyist County Recorder's Office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from V. B. Paddock; being Document No. 332936.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T  
WHEREAS, Ernest E. Follin is the owner of Lot 22 Block 1 Cullens' Westland Terrace, and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,  
THIS AGREEMENT, signed and executed this 2 day of Oct., by \_\_\_\_\_ that \_\_\_\_\_ will, for and in consideration of the permission granted \_\_\_\_\_ to remove 14 feet of curbing on Juniper 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.

ERNEST E. FOLLIN  
3434 Juniper St.  
STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 2d day of October, A.D. Nineteen Hundred and Forty one, before me, E.A. Pokrant, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ernest E. Follin 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. A. POKRANT  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires 1-30-44  
RECORDED OCT 9 1941 12 min. past 9 A.M. in Book 1253 at Page 152 of official records, San Diego Co., Cal.  
ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

J. HARRINGTON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Ernest E. Follin; being Document No. 333039.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### A G R E E M E N T

WHEREAS, Frost Hardwood Lumber Co. Lessee, is the long-term lessee portion of State Street Closed, portion of Blocks 23 & 24 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 3rd day of October, 1941, by Frost Hardwood Lumber Co. that we will, for and in consideration of the permission granted us to remove 15 feet of curbing on Market 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.

Frost Hardwood Lumber Co. further agrees 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.

FROST HARDWOOD LUMBER CO.

By A. A. Frost Lessee's Signature  
347 West Market St., San Diego

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 4th day of October, A.D. Nineteen Hundred and Forty-one, before me, Helen E. Carr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

HELEN E. CARR

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

(SEAL)  
My commission expires June 21, 1944

RECORDED OCT 9 1941 12 min. past 9 A.M. in book 1255 at page 208 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy Glen L. Straw

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 removal agreement from Frost Hardwood Lumber Co.; being Document No. 333040.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### L E A S E

THIS INDENTURE OF LEASE, made in duplicate this 16th day of October, 1941, by and between ROLAND H. BROCK and MILDRED B. BROCK, husband and wife, Parties of the First Part, hereinafter designated as "Lessors", and THE CITY OF SAN DIEGO, a municipal corporation, Party of the Second Part, hereinafter designated as "Lessee", WITNESSETH:

THAT, WHEREAS, the Lessors are the owners of that certain real property situated on the northeast corner of El Cajon Boulevard and Fifty-eighth Street, in the City of San Diego, County of San Diego, State of California, and are desirous of erecting a building thereon in accordance with the plans and specifications filed in the office of the City Clerk on the 9th day of October, 1941, as Document No. 333095; and said Lessee is desirous of leasing said building, to be occupied as a branch library by the San Diego Public Library; NOW, THEREFORE,

The said Lessors do hereby demise and let unto the said Lessee, and the said Lessee does hereby rent and take from said Lessors, for and in consideration of the mutual covenants of the parties hereto hereinafter set forth, the following property particularly described as follows, to-wit:

The Northerly 24 feet of the Westerly 40 feet of Lot 12, Block 8, of El Cerrito Heights in the City of San Diego, County of San Diego, State of California, as per map thereof filed in the office of the Recorder of the said County of San Diego, together with all the appurtenances and hereditaments thereunto in any wise belonging, and together with the building, equipment, and other improvements to be installed and located thereon as hereinafter provided;

TO HAVE AND TO HOLD the above demised and leased real estate and improvements and all rights, privileges, appurtenances and hereditaments thereunto belonging, unto Lessee for and during the full term of three (3) years, commencing at the time provided hereinafter and subject to the mutual agreements of the parties hereto, as follows:

(1) Lessee shall pay as full rental for the premises during the effective term of this lease the sum of Thirty-five Dollars (\$35.00) on the first day of each month, in advance. Any fractional month's rental due at the commencing of the term shall be prorated and paid with rent due on the first of the following month. All rentals shall be payable in lawful money of the United States by check or draft to the order of Roland H. Brock and mailed to 1512 Brookes Avenue, San Diego, California, or to such other address as Lessor may designate in writing. The rentals herein reserved shall accrue beginning with the date of commencement of the term of this lease as provided hereinafter.

(2) Lessors covenant and agree with Lessee that as a part of the consideration for the rental herein reserved they will cause forthwith, at their expense, to be constructed and installed upon the leased real estate for the use and benefit of Lessee, a building in accordance with plans and specifications filed in the office of the City Clerk as Document No. 333095, as aforesaid, complete with plumbing, water, sewerage, electric light, gas and such other equipment or improvements as may be required by said plans and specifications, the essential features of which are to consist of a frame wooden building of 20 feet front, 40 feet in depth, store type front wall, stucco exterior, built on a cement floor at approximately sidewalk level, with toilet and wash basin, building to be located 3 feet south of north line of said Lot 12, and extending to the property line at the east side of 58th Street, existing sidewalk to be built to its full width of 10 feet in front of said building. Lessors, shall, at their expense, procure all necessary permits for the construction of said building and all work shall be done in accordance with all applicable ordinances and laws and shall conform to all building restrictions and zoning ordinances applicable to said premises.

(3) It is understood and agreed that Lessors are not obligated to spend in excess of Twenty-five hundred dollars (\$2500.00) in the construction and installation of the improvements herein set forth and should Lessors be unable to cause the building to be erected by a reliable contractor for said sum or less, this lease shall be void and of no effect.

(4) Lessors agree to complete construction, installation and improvement work in accordance with aforesaid plans and specifications within ninety (90) days from the date hereof, and in the event of failure to do so, Lessee shall have the option of terminating this lease by notice; provided, however, that the aforesaid time of completion shall be extended for such period as Lessors or their contractor are actually prevented from completing said construction work by reason of strikes, labor disturbances, the elements or acts of God, priority rulings and orders promulgated by Federal agencies, but in no event in excess of a period in excess of one hundred eighty (180) days from said date.

(5) It is understood and agreed that the term of this lease shall begin and rentals hereunder shall commence and accrue when the building and its equipment are completely constructed according to said plans and specifications and are delivered to the Library Department of The City of San Diego, ready for its use. The date upon which the term of this lease shall commence and upon which rentals shall begin to accrue shall be set forth in a written notice signed by Lessors and Lessee, at such time as such date may be ascertained.

(6) In the event that the building is made unusable on account of damage by fire or other cause, Lessee shall not be required to pay rent during such period of time, but if the building can be, and is as promptly as possible, within ninety (90) days from the date of damage, placed again in a usable condition, this lease shall continue in effect, and rent shall again accrue at such date as the building is in condition for use.

(7) Lessee agrees not to let or sublet all or part of the demised premises without the written consent of the Lessors.

(8) Lessee agrees to pay for all public utility services used by it.

(9) Lessee agrees to keep the inside of the building in good repair at its own expense during the term of this lease.

(10) 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, reasonable use and wear thereof and damage by the elements excepted.

(11) At the expiration of said term or any sooner determination of this lease, Lessee agrees to quit and surrender the premises hereby demised in as good order and condition as reasonable use and wear thereof will permit, damage by the elements excepted.

(12) Lessee agrees that it will indemnify and hold Lessors free and harmless from all claims for damage to person or property by reason of its acts, or those claiming under it, in connection with its use and occupation of the premises.

(13) In the event Lessee shall be in default in the payment of rentals or other charges hereunder or shall otherwise breach its covenants or obligations hereunder, and shall be and remain in default for a period of thirty (30) days after notice from Lessors to it of such default, Lessors shall have the right and privilege of terminating this lease and declaring the same at an end and of entering upon and taking possession of said premises, and shall have the remedies now or hereafter provided by law for recovery of rent, repossession of the premises and damages occasioned by such default.

(14) In the event Lessors shall breach or be in default in the performance of any of their covenants or obligations on them herein imposed, and shall remain in default for a period of thirty (30) days after notice from Lessee to them of such default, Lessee shall have the right and privilege of terminating this lease and declaring the same at an end and or shall have the remedies now or hereafter provided by law for recovery of damages occasioned by such default.

(15) The waiver by either party of any breach of this lease by the other, or of any right to which such party is entitled, shall not be deemed a waiver by such party in any other instance, or for any other breach or right.

IN WITNESS WHEREOF, the Lessors have hereunto subscribed their names, and the City Manager of The City of San Diego has hereunto subscribed his name, as and for the act of said City, pursuant to Resolution No. 75371 authorizing such execution, the day and year first hereinabove written.

ROLAND W. BROCK  
MILDRED B. BROCK

Lessors

THE CITY OF SAN DIEGO  
By WALTER W. COOPER

Lessee

I HEREBY APPROVE the form of the foregoing Lease, this 10th day of October, 1941.

JACOB WRINBERGER, 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 Roland H. and Mildred B. Brock for El Cerrito Library; being Document No. 333281.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, C. M. Kuhlken is the owner of Lots 18-19-21-22 Judsons Orange Hill Park Reserve and,

WHEREAS, the provisions of Ordinance No. 838 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Sept. 1941, by that will, for and in consideration of the permission granted to remove 14 feet of curbing on 19th St. 18 C St 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 my own expense and with no cost or obligation on the part of The City of San Diego.

C. J. Kuhlken 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.

C. M. KUHLEN  
1811 C St. San Diego Calif.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 27 day of Sept., A.D. Nineteen Hundred and Forty One, before me, Emma Geradehand, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. M. Kuhlken 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) EMMA GERADEHAND  
Notary Public in and for the County of San Diego  
My commission expires Oct. 28, 1941 State of California  
RECORDED OCT 9 1941 12 min. past 9 A.M. in Book 1249 at page 363 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
E. 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 removal agreement from C. M. Kuhlken; being Document No. 332897.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Fred P. Thom and Carl E. Strombeck are the owners of all that portion of Lot Nine, La Mesa Colony, according to map thereof No. 346, filed in the office of the County Recorder of San Diego County, March 8, 1887, described as follows:

Beginning at a point on the northerly line of said Lot 9, distant thereon South 61° 50' West 136.5 feet from the northeasterly corner of said Lot; thence continuing South 61° 50' West along said Northerly line, 115 feet to the Northeasterly corner of a portion of said Lot conveyed to Clark Shelly and wife by deed dated October 22, 1918 and recorded in Book 764 page 192 of Deeds, being also the Northwesterly corner of a portion of said Lot conveyed to the First National Trust and Savings Bank of San Diego, by deed dated September 13, 1932, and recorded in Book 166 page 146 of Official Records; thence South 10° 38' East along the common line between the aforementioned parcels, 479.8 feet to the Southwesterly corner of said line conveyed to said Bank; thence North 63° 42' East along the Southerly line of said land, 97.7 feet; thence Northerly in a straight line, 490 feet, more or less, to the point of beginning.

and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 September, 1941, by Fred P. Thom that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on El Cajon Ave. 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.

Fred P. Thom further agrees that this agreement shall be binding/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 P. THOM  
6265 El Cajon Blvd, San Diego, Calif.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 25th day of September, A.D. Nineteen Hundred and forty-one, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred P. Thom 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) MARK M. SAUNDERS  
Notary Public in and for the County of San Diego,  
My commission expires May 4, 1945. State of California

RECORDED OCT 9 1941 12 min. past 9 A.M. in Book 1256 at page 156 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
M. MOREFIELD

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 removal agreement from Fred P. Thom and Carl E. Strombeck; being Document No. 333041.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

# AGREEMENT FOR MODIFICATION OF TIDELAND LEASE.

THIS AGREEMENT, made and entered into this 11th day of September, 1941, by and between THE CITY OF SAN DIEGO, California, acting by and through the members of the Harbor Commission of said City, first party, and CALIFORNIA PACKING CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to do business in the State of California, hereinafter called the Company, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said California Packing Corporation, as lessee, heretofore on the 8th day of May, 1941, 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 as Document No. 329052, and recorded in Book 12, page 78, et seq., Records of said City Clerk; and

WHEREAS, said City and said Corporation are mutually desirous of amending and modifying said lease whereby a certain additional area of land shall be added to the premises described in said lease;

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 respect, and none other:

(1) The description of the premises leased, as the same is set forth on pages 1 and 2 of said lease, is hereby changed to read as follows:

## "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, said point being south 56° 51' East 462.47 feet from U. S. Bulkhead Station 187; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 28 feet to a point; thence north 8° 32' 40" east a distance of 409.28 feet to a point; thence north 81° 27' 20" west a distance of 394.58 feet to the point of beginning of a curve concave to the southeast having a radius of 310.623 feet, the center of which bears south 8° 32' 40" west; thence westerly along the arc of said curve an arc distance of 6.26 feet to a point; thence leaving said curve south 8° 32' 40" west a distance of 601.13 feet to a point; thence north 70° 50' east a distance of 350.42 feet to the true point or place of beginning, containing 199,040 square feet, or 4.569 acres, of tideland area.

## 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 462.47 feet southeasterly from U. S. Bulkhead Station 187; thence south 70° 50' east a distance of 418.19 feet to the true point or place of beginning; thence north 8° 32' 40" east a distance of 625.55 feet to a point on a curve concave to the southeast having a radius of 310.623 feet and the center of which bears south 3° 46' 20" east; thence southeasterly on the arc of said curve an arc distance of 60.51 feet to a point, said point being the most northerly corner of that tideland parcel leased to California Packing Corporation on April 1, 1941; thence south 8° 32' 40" west along the westerly limits of said leased parcel, a distance of 601.13 feet to the most southerly corner thereof; thence south 70° 50' west a distance of 67.77 feet to the true point or place of beginning, containing 36,860 square feet of tideland area."

The plat marked "Exhibit A," attached to and made a part of this lease is hereby amended and supplemented by the plat attached hereto, marked "Exhibit B," and made a part hereof, designating and showing parcels of land 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 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 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  
EMIL KLICKA  
WILLIAM E. HARPER  
Members of the Harbor Commission

CALIFORNIA PACKING CORPORATION  
By G. R. WARD,  
Vice President

(SEAL)  
H. J. BARDMAN  
Secretary

I hereby approve the form of the foregoing Agreement for Modification of Tideland Lease, this 8th day of September, 1941.

JACOB WEINBERGER 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 - modified agreement with California Packing Corporation; being Document No. 333405.

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

By Francis Patton Deputy

## L E A S E

THIS AGREEMENT, made and entered into this 21st day of October, 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 R. E. Riesland, of Ramona, 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 that land in Township 12 South, Range 1 East, S.B.B.M., described as follows:  
The SW 1/4 of the SW 1/4 of the NW 1/4, in Section 28;  
The SE 1/4 of the SE 1/4 of the NE 1/4 and E 1/2 of the SE 1/4, in Section 29;  
The NE 1/4 of the SE 1/4 and SE 1/4 of the NW 1/4, in Section 31; and  
The N 1/2 of the SE 1/4; NE 1/4; NW 1/4 of the SW 1/4 and SW 1/4 of the NW 1/4, in Section 32;

being 500 acres of land, more or less. For a term of five (5) years, beginning on the 1st day of October, 1941, and ending on the 30th day of September, 1946, at the following rentals: One Hundred Dollars (\$100.00) 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 Council of said City.

Third. That the City reserves all sand, rock, gravel, 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, rock and gravel for construction purposes.

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) 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 ninety (90) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

Tenth. The City reserves the right to go upon said property for the purpose of making engineering investigations, prosecuting work of core drilling, tunnelling, test pits or any other work or construction incidental to the proper determination of dam location and formation of bed rock material.

Eleventh. Upon the termination of this lease the lessee may remove from the premises any improvements placed thereon by him during the term of said lease.

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. 75370 of the Council 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,  
By WALTER W. COOPER City Manager

R. E. RIESLAND Lessee

I HEREBY APPROVE the form of the foregoing lease this 21st day of October, 1941.

JACOB WEINBERGER 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 R. E. Riesland for stock grazing and agricultural purposes; being Document No. 333074.

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

By Francis Patten Deputy

## B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, PERCY BILTON, INC., a corporation, as principal, and SEABOARD SURETY COMPANY, a corporation organized and existing under the laws of the State of New York, and licensed to do business in the State of California, as sole surety, as surety, are jointly and severally bound unto any and all persons, companies, corporations or materialmen who furnish materials, provisions, provender, or other supplies used in, upon, for or about the performance of that certain work and improvements described in the contract between Percy Bilton, Inc. and The City of San Diego contained in Document No. 332647, on file in the office of the City Clerk of said City, or who rent or hire teams or implements, or machinery for, or contributing to said contract, and any person who supplies both work and materials for the same, or the assignees of any such persons, companies or corporations, in the sum of Three thousand five hundred dollars (\$3,500.00), lawful money of the United States, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals, and dated this 22nd day of September, 1941, and executed and to be performed in said The City of San Diego.

THE CONDITIONS of the above obligation are such that if the said Percy Bilton, Inc., or any sub-contractor of said Percy Bilton, Inc., shall fail to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, or contributing to, or hire of teams used in, upon, for or about the performance of said work and improvement, or for any work or labor thereon of any kind, the said surety will pay for the same in an amount not exceeding the sum specified in this bond; then the above obligation to become void, otherwise to remain in full force and effect.

This bond is executed in accordance with the provisions of Ordinance No. 1025 (New Series) of the ordinances of The City of San Diego, adopted November 24, 1936.

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

(SEAL) ATTEST:

PERCY BILTON, INC. Principal  
By W. G. MURCH Vice President

(SEAL) ATTEST:

SEABOARD SURETY COMPANY  
By Roscoe S. Porter  
Attorney-in-fact

I hereby approve the form of the foregoing Bond this 22nd day of September, 1941.

JACOB WEINBERGER City Attorney  
By HARRY S. CLARK Deputy City Attorney

I hereby approve the foregoing bond this 23 day of September, 1941.

JOHN A. THORNTON  
Acting City Manager

## B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, PERCY BILTON, INC., a corporation, as principal, and SEABOARD SURETY COMPANY, a corporation organized and existing under the laws of the State of New York, and licensed to do business in the State of California as sole surety, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, County of San Diego, State of California, a municipal corporation, in the penal sum of Seven thousand dollars (\$7000.00), to be paid to said The City of San Diego, for which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 22nd day of September, 1941, and executed and to be performed in said City of San Diego.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden Percy Bilton, Inc. shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said Percy Bilton, Inc. and The City of San Diego, and which said contract is contained in Document No. 332647; on file in the office of the City Clerk of said City, on its part to be kept and performed, in the manner and form therein specified, and shall furnish materials in compliance with the specifications and perform all that certain work and improvement in the said City, which is more particularly described in said contract, to which contract reference is hereby made for further particulars, then the above obligation to become void, otherwise to remain in full force and effect.

This bond is executed in accordance with the provisions of Ordinance No. 1025 (New Series) of the ordinances of The City of San Diego, adopted November 24, 1936.

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

(SEAL) ATTEST:

PERCY BILTON, INC. Principal  
By W. G. Murch Vice President

(SEAL) ATTEST:

SEABOARD SURETY COMPANY Surety.  
By ROSCOE S. PORTER Attorney-in-fact

I hereby approve the form of the foregoing Bond this 22nd day of September, 1941.

JACOB WEINBERGER City Attorney  
By HARRY S. CLARK Deputy City Attorney

The within and foregoing Bond is to my satisfaction, and I hereby approve the same this 23 day of September, 1941.

JOHN A. THORNTON Acting City Manager

## A G R E E M E N T

THIS AGREEMENT, made and entered into this 23 day of September, A.D. 1941, by and between PERCY BILTON, INC., a corporation, party of the first part, and THE CITY OF SAN DIEGO, party of the second part, WITNESSETH:

THAT WHEREAS, the said party of the first part is about to file a final Map of Montemar Ridge Unit No. 2 for acceptance by the City Council of said City, and certain required improvements have not yet been made, installed and completed, and it is necessary that said party of the first part shall enter into a contract with said City to make, install and complete said required improvements, as provided for in Ordinance No. 1025 (New Series) of the ordinances of said City, adopted November 24, A.D. 1936;

NOW, THEREFORE, THESE PRESENTS WITNESS; That the said party of the first part, for and in consideration of the acceptance of the final Map of Montemar Ridge Unit No. 2 by the City Council of The City of San Diego, promises and agrees with the party of the second part that it will do and perform or cause to be done and performed, in a good and

workmanlike manner, under the direction and to the satisfaction of the City Engineer of said party of the second part, all of the work and improvements required to be done on MALAGA STREET, MADRID STREET, EVERGREEN STREET, NORTH EVERGREEN STREET, MEADOW GROVE DRIVE, MICHAELMAS TERRACE and PUBLIC RIGHTS OF WAY, within the limits and as particularly described in that certain document numbered 332646, filed in the office of the City Clerk of said City on September 23, 1941; and will furnish the necessary materials for the execution and completion thereof, which materials shall comply with the specifications, both general and special, hereinafter referred to.

All of the said work hereinbefore referred to shall be constructed in the manner, at the locations, within the limits, of the materials, and of the dimensions as shown upon and in accordance with the plans, profiles, drawings, typical cross-sections and specifications therefor contained in said Document No. 332646, on file in the office of the City Clerk of said City, copies of which are on file in the office of the City Engineer of said City, approved and adopted by the Council of said City as the plans, profiles, drawings, typical cross-sections and specifications to be followed in making said improvement; and by reference thereto all said plans, profiles, drawings, typical cross-sections and specifications contained in said Document No. 332646 are incorporated herein and made a part hereof.

It is hereby expressly understood and agreed that all of the work and improvements required to be done by this contract shall be completed on or before April 1, 1942.

It is mutually agreed and understood by the parties to this agreement that in no case will The City of San Diego, or any department, board or officer thereof, be liable for any portion of the expense of the work aforesaid, nor shall any officer, or his sureties or bondsmen, be liable or holden for the payment of any sum or sums for the above mentioned work, nor for any materials furnished therefor.

The party of the first part further agrees that in the performance of the work contemplated by this contract, it will conform to and abide by all of the provisions of the Charter of The City of San Diego.

IN WITNESS WHEREOF, said party of the first part has caused this instrument to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, and The City of San Diego, party of the second part, has caused this instrument to be executed by its City Manager, acting under and pursuant to Resolution No. 75170 of the Council authorizing such execution, the day and year in this agreement first above written.

(SEAL) ATTEST:

PERCY BILTON INC. Party of the First Part  
By W. G. MURCH Vice President

THE CITY OF SAN DIEGO  
Party of the Second Part  
By JOHN A. THORNTON

Acting City Manager

I hereby approve the form of the foregoing Agreement, this 22nd day of September, 1941.

JACOB WEINBERGER  
City Attorney of The City of San Diego  
By HARRY S. CLARK

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bond and Agreement with Percy Bilton, Inc. for improving streets in Montemar Ridge Unit No. 2, being Document No. 332647.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Jay A. Livesay is the owner of Lots 12 and 13, Block 4, Ironton, 891 Harbor View Pl. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 October, 1941, by Jay A. Livesay that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Harbor View Place 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.

Jay A. Livesay 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.

JAY A. LIVESAY  
3876 - 44th Street, San Diego, California.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 1st day of October, A.D. Nineteen Hundred and forty-one, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jay A. Livesay 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 of San Diego,  
State of California

My commission expires Mar. 20, 1943  
RECORDED OCT 9 1941 12 min. past 9 A.M. in Book 1249 at page 377 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
E. 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 Jay A. Livesay; being Document No. 332915.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, P. J. Benbough is the owner of Lots A & 25 ft. of B Block 217 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 6th day of October, 1941, by P. J. Benbough that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on 3rd 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.

P. J. BENBOUGH  
2174 Guy Street, San Diego, California

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 6th day of October, A.D. Nineteen Hundred and forty one, before me, V.M. Wilson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. J. Benbough known to me to be the 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) V. M. WILSON  
Notary Public in and for the County of San Diego  
State of California  
My commission expires March 5, 1945  
RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1251 at page 388 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.  
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 removal agreement from P. J. Benbough; being Document No. 333081.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, P. J. Benbough is the owner of Lots A & North 25 ft. of B Block 217 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 6th day of October, 1941, by P. J. Benbough that he will, for and in consideration of the permission granted him to remove 45 feet of curbing on Elm 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.

P. J. BENBOUGH  
2174 Guy Street, San Diego, California

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 6th day of October, A.D. Nineteen Hundred and forty one, before me, V.M. Wilson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. J. Benbough known to me to be the 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) V. M. WILSON  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires March 5, 1945  
RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1251 at page 389 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.

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 removal agreement from P. J. Benbough; being Document No. 333082.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Shell Oil Co. Inc. is the owner of Lots 13-14-15-16 Block 53 Aronald & Choates Pueblo Lot 3 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 26th day of Sept 1941, by Shell Oil Co. that they will, for and in consideration of the permission granted them to remove 120'feet 142' of curbing on Washington & Eagle 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 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.

Shell Oil Co. further agrees 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.

SHELL OIL CO. INC. By F.J.Connors  
1344 Crosby St. San Diego

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 26th day of Sept. A.D. Nineteen Hundred and forty one, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. J. Connors, operation supervisor of Shell Oil Co., Inc. 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)

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

My commission expires Aug. 5, 1945.  
RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1251 at page 390 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.

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 removal agreement from Shell Oil Co. Inc.; being Document No. 333096.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Shell Oil Co. Inc. is the owner of Lots 1-2-3-4 Block 3 Rolando Unit #3 Rolando & El Cajon Blvd 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 September, 1941, by Shell Oil Co. (by F.J.Connors) that they will, for and in consideration of the permission granted them to remove 73 feet of curbing on El Cajon Boulevard adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any drive-way 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.

Shell Oil Co. Inc. further agrees 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.

SHELL OIL CO. INC.(by F.J.Connors  
1344 Crosby St. San Diego

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 15th day of September, A.D. Nineteen Hundred and forty one, before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. J. Connors Operations Supervisor known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same, on behalf of Shell Oil Co., Inc.

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)

AUGUST M. WADSTROM  
Notary Public in and for the County of San Diego  
State of California

RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1251 at page 390 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.  
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 removal agreement from Shell Oil Co. Inc.; being Document No. 333097.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Florence G. Mark and or Wm. B. Kruger are the owners of Lot J Block 321 Horton's Subdivision and,

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

THIS AGREEMENT, signed and executed this 10th day of October, 1941, by Florence G. Mark and Wm. B. Kruger that they will, for and in consideration of the permission granted to remove fifteen feet of curbing on Albatross (2838) 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 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 condition and agreements herein named.

FLORENCE G. MARK  
WM. B. KRUGER  
230 Palm

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 10th day of October, A.D. Nineteen Hundred and forty-one, before me, Lela I. Stillman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Florence G. Mark and Wm. B. Kruger, 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) LELA I. STILLMAN  
Notary Public in and for the County of San Diego,  
State of California

My commission expires April 15, 1944  
RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1255 at page 286 of official records, San Diego Co., Cal. Resorded 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 removal agreement from Florence G. Mark and Wm. B. Kruger; being Document No. 333141.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Fred H. Davis & Carrie E. Davis are the owners of Lot 15 Glenwood Terrace in the City of San Diego, California and,

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

THIS AGREEMENT, signed and executed this 30th day of September 1941, by that we will, for and in consideration of the permission granted to remove 42-1/2 feet of curbing on Glenwood 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 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.

FRED H. DAVIS  
CARRIE E. DAVIS  
1327 Torrence St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 30th day of September, A.D. Nineteen Hundred and forty-one, before me, Eugene Daney Jr. a Judge of the Municipal Court, residing therein, duly elected and sworn, personally appeared Fred H. Davis and Carrie E. Davis, 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 at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

EUGENE DANEY JR.  
Judge of the Municipal Court City of San Diego, State of California

RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1255 at page 287 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 removal agreement from Fred H. Davis et ux; being Document No. 333142.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### A G R E E M E N T

WHEREAS, Marvin K. Brown is the owner of Lot 337 Crown Point and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 October, by Marvin K. Brown that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on 1705 La Cima St. 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.

Marvin K. Brown 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 K. BROWN  
1705 La Cima Drive

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 6th day of October, A.D. Nineteen Hundred and Forty One, before me, Dale P. Baine, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marvin K. Brown known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

DALE P. BAINE

(SEAL) Notary Public in and for the County of San Diego  
State of California

My commission expires Jan. 5, 1944

RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1255 at page 288 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 removal agreement from Marvin K. Brown; being Document No. 333143.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE MATERIALS  
FURNISHED BY UNITED STATES PIPE & FOUNDRY COMPANY,  
UNDER ITS CONTRACT FOR THE FURNISHING OF CAST IRON  
PIPE FOR THE CONSTRUCTION OF HARBOR DRIVE PIPE LINE  
AND LA JOLLA SHORES PIPE LINE, WHICH SAID CONTRACT  
IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE  
CITY OF SAN DIEGO AS DOCUMENT NO. 329143.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the materials furnished by United States Pipe & Foundry Company under its contract for the furnishing of cast iron pipe for the construction of Harbor Drive Pipe Line and La Jolla Shores Pipe Line, and which said contract is dated May 9, 1941, and is on file in the office of the City Clerk of said City as Document No. 329143, were furnished to the satisfaction of the Hydraulic Engineer of The City of San Diego in charge of and having supervision of said work on October 9, 1941.

YOU ARE FURTHER NOTIFIED, that the Council of The City of San Diego on October 14, 1941, by resolution duly and regularly passed and adopted, officially accepted said materials furnished by said United States Pipe & Foundry Company. Certified copy of the resolution of the City Council accepting said materials is attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 14th day of October, 1941.

THE CITY OF SAN DIEGO  
FRED W. SICK City Clerk  
By AUGUST M. WADSTROM,  
Deputy City Clerk

(SEAL) RECORDED OCT 15 1941 min. past 11 A.M. in book 1255 at page 268 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.

RE-RECORDED OCT 20 1941 50 min. past 12 p.m. in book 1257 at page 265 of official records, San Diego Co., Cal.

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 Notice of Completion and Acceptance of pipe for Harbor Drive and La Jolla Shores pipe lines; being Document No. 333160.

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

By Francis Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY AMERICAN CONCRETE & STEEL PIPE COMPANY, UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE MISSION VALLEY PIPE LINE, WHICH SAID CONTRACT IS DATED MAY 2, 1941, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 328966. TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by American Concrete & Steel Pipe Company, and which said contract is dated May 2, 1941, and is on file in the office of the City Clerk of said City as Document No. 328966, were completed and furnished to the satisfaction of the Hydraulic Engineer of The City of San Diego in charge of and having supervision of said work on October 10, 1941.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on October 14, 1941, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by American Concrete & Steel Pipe Company. 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 forth herein.

Dated at San Diego, California, this 14th day of October, 1941.

THE CITY OF SAN DIEGO Fred W. Sick City Clerk  
By AUGUST M. WADSTROM,

Deputy City Clerk. (SEAL)

RECORDED OCT 15 1941 min. past 11 a.m. in Book 1255 at page 262 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.  
C. JOHNSON

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

RE-RECORDED Oct 20 1941 51 min. past 12 p.m. in Book 1255 at page 326 of official records, San Diego Co., Cal.

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 Notice of Completion and Acceptance of Mission Valley Pipe Line; being Document No. 333194.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### A G R E E M E N T

WHEREAS, Ethel May Stose is the owner of Lots (9) nine (10) ten (11) eleven (12) twelve in block 294 of Middletown, City of San Diego, County of San Diego State of California and,

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

THIS AGREEMENT, signed and executed this 14th day of October, 1941, by Ethel May Stose that she will, for and in consideration of the permission granted her to remove 20 feet of curbing on Kettner Blvd. 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 agree that this agreement shall be binding on her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ETHEL MAY STOSE  
3045 Goldsmith

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 14th day of October, A.D. Nineteen Hundred and Forty-one, before me, V.C. Gamble, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ethel May Stose 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)

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

RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1256 at page 254 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. MOREFIELD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Ethel May Stose; being Document No. 333224.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy

A G R E E M E N T  
WHEREAS, U. C. Severin is the owner of Lots 297 & 298 Talmadge No. 2 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 14th day of Oct., by \_\_\_\_\_ that \_\_\_\_\_ will, for and in consideration of the permission granted him to remove 16 feet of curbing on E. Alder Dr. 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 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.  
U. C. Severin 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.

U. C. SEVERIN  
4588 - 44th

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 14 day of October, A.D. Nineteen Hundred and forty-one, before me, W. A. Wiedenbeck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared U. C. Severin 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.

(SEAL) W. A. WIEDENBECK  
Notary Public in and for the County of San Diego,  
My commission expires March 25, 1945 State of California  
RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1256 at page 255 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.  
M. MOREFIELD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb cutting agreement from U. C. Severin; being Document No. 333233.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy

U.S.G.CO. BOND #1340155  
KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND FIVE HUNDRED SEVENTY-ONE Dollars (\$4,571.00), 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 October, 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:

5600 linear feet of 12" Class 250 cement lined cast iron pipe;  
300 lineal feet of 10" Class 250 cement lined cast iron pipe; and  
Miscellaneous 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: UNITED STATES PIPE & FOUNDRY COMPANY (SEAL)  
H. A. HOOVER By D. B. STOKES Vice-President  
Asst. Secty. Principal.

ATTEST: UNITED STATES GUARANTEE COMPANY (SEAL)  
By A. O. FISKE Attorney-in-fact  
and By G. W. BELL Attorney-in-fact  
Surety

The rate of premium on this Bond is \$2.50 per \$1,000 the total amount of premium charged is 11.43.

I hereby approve the form of the within Bond, this 28th day of October, 1941.

JACOB WEINBERGER City Attorney  
By H. B. DANIEL  
Asst. City Attorney

I hereby approve the foregoing bond this 28th day of October, 1941.

WALTER W. COOPER  
City Manager

STATE OF CALIFORNIA  
City and County  
of San Francisco } ss

On this 20th day of October, in the year nineteen hundred and forty-one, 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.

IRENE MURPHY

(SEAL) Notary Public in and for the City and County  
My commission expires March 10, 1942 of San Francisco, State of California

#### CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 28th day of October, 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 UNITED STATES PIPE & FOUNDRY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESS-ETH:

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:

5600 lineal ft. 12" Class 250, Super deLavaud, centrifugally cast, B&S, cement lined cast iron pipe;

300 " " 10" Ditto;  
1-12" A/B 45° cast iron bend  
3-12" bell x 12" bell x 6" flg'd wye branches  
3-12" bell x 12" bell x 6" flg'd cast iron tees  
1-10" A/B 45° cast iron bend  
1-12" x 12" x 10" A/B tee  
1-12" x 6" A/B reducer,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 332488.

Said contractor hereby agrees to furnish and deliver the material above described, f.o.b. cars San Diego, California, based on shipping via all rail, at and for the following prices, to-wit:

5600 lineal ft. 12" Class 250, cast iron pipe, per foot	\$ 2.99
300 " " 10" " " " " " "	\$ 2.29
1 - 12" 45° cast iron bend	\$ 21.50
3 - 12" bell x 12" bell x 6" flg'd wye-branches, ea	\$ 45.90
3 - 12" bell x 12" bell x 6" flg'd cast iron tees, ea	\$ 30.80
1 - 10" 45° cast iron bend	\$ 16.38
1 - 12" x 12" x 10" tee	\$ 34.37
1 - 12" x 6" reducer	\$ 16.66

PROVIDED, HOWEVER, that contractor will deliver said material f.o.b. docks San Diego Harbor, based on shipping via rail and water through the Panama Canal and for discharge at San Diego Harbor if it is able to secure steamer space and continuation of service; and, then and in that event -

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

5600 lineal ft. 12" Class 250, cast iron pipe, per foot	\$ 2.60
300 " " 10" " " " " " "	\$ 1.995
1 - 12" 45° cast iron bend	\$ 20.05
3 - 12" bell x 12" bell x 6" flg'd wye-branches, ea	\$ 43.45
3 - 12" bell x 12" bell x 6" flg'd cast iron tees, ea	\$ 28.70
1 - 10" 45° cast iron bend	\$ 15.25
1 - 12" x 12" x 10" tee	\$ 31.00
1 - 12" x 6" reducer	\$ 15.50

All of said prices do not include the California State Sales Tax, and/or Use Tax.

Said contractor agrees to begin delivery of said material within 90 days from and after the date of the execution of this contract, and to complete said delivery on or before the 31st day of January, 1942, subject to contractor's ability to secure necessary raw materials and Governmental control as to priorities and allocations.

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 Eighteen Thousand Two Hundred Eighty-two and 61/100 Dollars (\$18,282.61), inclusive of California State Sales Tax and/or Use Tax if shipment via rail; or the sum of Fifteen Thousand Nine Hundred Twenty and 46/100 Dollars (\$15,920.46), inclusive of California State Sales Tax, and/or Use Tax, if shipment via rail and water through the Panama Canal and discharged at San Diego Harbor, 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. 75305 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

UNITED STATES PIPE & FOUNDRY CO. (SEAL)  
By D. B. STOKES Vice-President  
Contractor

ATTEST: H. A. HOOVER  
Asst. Secty.

I hereby approve the form of the foregoing contract, this 28th day of October, 1941.  
JACOB WEINBERGER 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; being Document No. 333604.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Piggly Wiggly of San Diego, Inc are the owners of the property herein described as Lots 1-6 inc Block 54 Subdivision Arnold and Choates in the City of San Diego, 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 \_\_\_\_ day of \_\_\_\_, 19\_\_, by Piggly Wiggly of San Diego, Inc. that they will, for and in consideration of the permission granted them to remove 52 feet of curbing on Goldfinch 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 Piggly Wiggly of San Diego, Inc. heirs 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 D. D. WILLIAMS President  
306 Eighth Ave. San Diego, California

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

On this 2nd day of October, 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 D. D. Williams known to me to be the President 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.  
ADA BUCHANAN

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

RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1249 at page 443 of official records, San Diego Co., Cal. Recorded at request of owner.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
E. W. OBERG

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 Piggly Wiggly of San Diego, Inc. being Document No. 333223.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, John C. Redell M.D. are the owners of Lot 3 Block B Cabrillo Terrace, and,

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

THIS AGREEMENT, signed and executed this 14 day of October 1941, by John C. Redell MD that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on 1071 Akron St. 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.

John C. Redell Md 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 C. REDELL MD  
1833 Pacific Highway

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 14th day of October, A.D. Nineteen Hundred and forty-one, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John C. Redell, M.D. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My commission expires Mar. 20, 1943

RECORDED OCT 22 1941 min. past 11 A.M. in book 1267 at page 27 of official records, San Diego Co., Cal. Recorded at request of Grantee.

CLARK M. FOOTE JR.

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.  
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 removal agreement from John C. Redell, MD; being Document No. 333263.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### A G R E E M E N T

WHEREAS, FRED C. SILVERTHORN & SONS, INC. are the owners of Lots 7-8-9-10-11 & 12 inc. 1-2-3-4 inc. Block 17 Sherman's Subdivision and,

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

THIS AGREEMENT, signed and executed this 25th day of September, 1941, by Fred C. Silverthorn & Sons, Inc. that they will, for and in consideration of the permission granted them to remove 170 feet of curbing on 16th Street 45 feet of curbing on Island 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.

Fred C. Silverthorn & Sons, Inc. 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.

FRED C. SILVERTHORN & SONS, INC.  
530-540 16th St. San Diego, Calif.  
By FRED C. SILVERTHORN

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 25th day of September, A.D. Nineteen Hundred and Forty-one, before me, Gloria Ann Jacobs a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred C. Silverthorn 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 December 27, 1944

RECORDED OCT 22 1941 min. past 11 a.m. in book 1267 at page 29 of official records, San Diego Co., Cal. Recorded at request of grantee.

GLORIA ANN JACOBS

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.  
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 removal agreement from Fred C. Silverthorn & Sons, Inc.; being Document No. 333270.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### A G R E E M E N T

WHEREAS, Allen Edwin Humphrey is the owner of Lot I and K Blk 98 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,

THEREFORE,

THIS AGREEMENT, signed and executed this 17 day of October, by Allen Edwin Humphrey that I will, for and in consideration of the permission granted to remove 26 feet of curbing on 8 St. 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.

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.

ALLEN EDWIN HUMPHREY  
554 8 St. San Diego

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 17th day of October, A.D. Nineteen hundred and forty one, before me, P. C. Nyhus, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Allen Edwin Humphrey 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 November 19, 1944

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

RECORDED OCT 22 1941 min. past 11 A.M. in book 1251 at page 463 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.

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 removal agreement from Allen Edwin Humphrey; being Document No. 333316.

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

By Francis Patten Deputy

#### A G R E E M E N T

WHEREAS, Packer-Bassett-Beebe are the owners of Lot 10 Block 1 Pacific Pines 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 18 day of Oct., by Packer-Bassett Beebe that they will, for and in consideration of the permission granted them to remove 17 feet of curbing on Kimball Street adjacent to the above described property, bind Packer-Bassett Beebe 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.

Packer-Bassett-Beebe 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.

PACKER BASSETT BEEBE By P.J. Packer  
8830 Madison

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 18th day of October, A.D. Nineteen Hundred and Forty One, before me, R. E. Hunt, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. J. Packer 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. E. HUNT  
Notary Public in and for the County of San Diego  
State of California

RECORDED OCT 22 1941 min. past 11 A.M. in book 1253 at page 316 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.

J. HARRINGTON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Packer-Bassett-Beebe; being Document No. 333366.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS are the owners of Lot 10 Block 4 Pacific Pines 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 18 day of Oct. by Packer-Bassett Beebe that they will, for and in consideration of the permission granted them to remove 17 feet of curbing on Kimball Street adjacent to the above described property, bind Packer-Bassett Beebe 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.

Packer-Bassett Beebe 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.

PACKER-BASSETT BEEBE By P.J.Packer  
Address

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 18th day of October, A.D. Nineteen Hundred and Forty one, before me, R. E. Hunt, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. J. Packer 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. E. HUNT  
Notary Public in and for the County of  
San Diego, State of California

RECORDED OCT 22 1941 min. past 11 a.m. in book 1253 at page 316 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.  
J. HARRINGTON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Packer-Bassett-Beebe; being Document No. 333367.

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

By Francis Packer Deputy

## A G R E E M E N T

WHEREAS, Packer-Bassett-Beebe are the owners of Lot 1, Block 1 Pacific Pines 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 18 day of Oct., by Packer-Bassett-Beebe that they will, for and in consideration of the permission granted them to remove 17 feet of curbing on Lamont Street adjacent to the above described property, bind Packer-Bassett-Beebe 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.

Packer-Bassett-Beebe 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.

PACKER-BASSETT-BEEBE By P.J.Packer  
8830 Madison Ave.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 18th day of October, A.D. Nineteen Hundred and Forty one, before me, R.E. Hunt, a Notary Public in and for said County, Residing therein, duly commissioned and sworn, personally appeared P. J. Packer 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. E. HUNT  
Notary Public in and for the County  
of San Diego, State of California

RECORDED OCT 22 1941 min. past 11 a.m. in book 1253 at page 311 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.  
J. HARRINGTON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Packer-Bassett-Beebe; being Document No. 333368.

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

By Francis Packer Deputy

## A G R E E M E N T

WHEREAS, Josephine King is the owner of Lots 7, 8, 9 & 10 Block 105 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 14th day of October, 1941, by Josephine King that she will, for and in consideration of the permission granted her to remove 2 - 18 feet of curbing on Arizona Street - 4325 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.

Josephine King 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.

JOSEPHINE KING By E. Earl Allen  
Authorized Agent  
3353 University Ave. S.D.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 14 day of Oct., A.D. Nineteen Hundred and forty-one, before me, Delia A. Barker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. Earl Allen 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.

DELIA A. BARKER

(SEAL) Notary Public in and for the County of San Diego  
State of California

My commission expires July 31, 1945.

RECORDED OCT 22 1941 min. past 11 a.m. in book 1253 at page 311 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. J. Harrington

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Josephine King; being Document No. 333369.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Tifal & King are the owners of South one-half of Lot 23 Block "E" Starkeys Prospect Park (646 Gravilla 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Street adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING TIFAL & KING  
2880 El Cajon Avenue  
San Diego, California

STATE OF CALIFORNIA

County of San Diego

} ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me Grace E. Claytor a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King, 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.

GRACE E. CLAYTOR

(SEAL) Notary Public in and for the County of San Diego  
State of California

My commission expires Aug. 15, 1944

RECORDED OCT 22 1941 min. past 11 a.m. in book 1256 at page 347 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. MOREFIELD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Tifal & King; being Document No. 333370.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of North 1/2 of Lot 9 Block H Starkeys Prospect Park (531 Gravilla 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 14th day of October 1941 by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Street adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING TIFAL & KING  
2880 El Cajon Avenue  
San Diego, California

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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) GRACE E. CLAYTOR  
Notary Public in and for the County of San Diego  
State of California  
My commission expires Aug. 15, 1944  
RECORDED OCT 22 1941 min. past 11 A.M. in book 1256 at page 348 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
M. MOREFIELD  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Tifal & King; being Document No. 333371.

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

By Francis Patten Deputy

A g r e e m e n t

WHEREAS, Tifal & King are the owners of North 1/2 of Lot 4 Block H Starkeys Prospect Park (625 Gravilla 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 and curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Street adjacent to the above described property binding 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 of obligation on the part of The City of San Diego.

Tifal & King 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.

SCOTT KING Tifal & King  
2880 El Cajon Avenue  
San Diego, California

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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) GRACE E. CLAYTOR  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires Aug. 15, 1944  
RECORDED OCT 22 1941 min. past 11 a.m. in book 1256 at page 348 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
M. MOREFIELD  
Copyist County Recorder's office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Tifal & King; being Document No. 333372.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Tifal & King are the owners of South 1/2 of Lot 13 Block E Starkeys Prospect Park (504 Gravilla 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Street adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING Tifal & King  
2880 El Cajon Avenue  
San Diego, California

STATE OF CALIFORNIA, )

ss

County of San Diego )

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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 Aug. 15, 1944

RECORDED OCT 22 1941 min. past 11 a.m. in book 1256 at page 349 of official records, San Diego Co., Cal. Recorded at request of Grantee.

GRACE E. CLAYTOR  
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.

M. MOREFIELD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Tifal & King; being Document No. 333373.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Tifal & King are the owners of North 1/2 of Lot 22 Block H Starkeys Prospect Park (633 Gravilla 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Place adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING Tifal & King  
2880 El Cajon Avenue  
San Diego, California

STATE OF CALIFORNIA, )

ss

County of San Diego )

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King, 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 Aug. 15, 1944

RECORDED OCT 22 1941 min. past 11 A.M. in book 1249 at page 471 of official records, San Diego Co., Cal. Recorded at request of Grantee.

GRACE E. CLAYTOR  
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.

E. 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 removal agreement; being Document No. 333374.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Tifal & King are the owners of North 1/2 of Lot 20 Block E Starkeys Prospect Park (615 BonAir 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Bon Air Place adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING Tifal & King  
2880 El Cajon Avenue  
San Diego, California

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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 Aug. 15, 1944

RECORDED OCT 22 1941 min. past 11 a.m. in book 1249 at page 472 of official records, San Diego Co., Cal. Recorded at request of Grantee.

GRACE E. CLAYTOR  
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.  
E. 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 removal agreement from Tifal & King; being Document No. 333375.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Tifal & King are the owners of North 1/2 of Lot 16 Block E Starkeys prospect Park (531 Bon Air 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Bon Air Place adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING Tifal & King  
2880 El Cajon Avenue, San Diego,  
California

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King, 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 Aug. 15, 1944

RECORDED OCT 22 1941 min. past 11 a.m. in book 1249 at page 473 of official records, San Diego Co., Cal. Recorded at request of Grantee.

GRACE E. CLAYTOR  
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.  
E. 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 removal agreement from Tifal & King; being Document No. 333376.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of North 1/2 of Lot 15 Block E Starkeys Prospect Park (523 Bon Air 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Bon Air Place adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING                      Tifal & King  
2880 El Cajon Avenue, San Diego,  
California

STATE OF CALIFORNIA                      }  
County of San Diego                      } ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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)                      GRACE E. CLAYTOR  
Notary Public in and for the County of San Diego  
State of California  
My commission expires Aug. 15, 1944  
RECORDED OCT 22 1941                      min. past 11 a.m. in book 1249 at page 473 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
E. W. OBERG

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 removal agreement from Tifal & King; being Document No. 333377.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of North 1/2 of Lot 14 Block E Starkeys Prospect Park (515 Bon Air 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Bon Air Place adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING                      Tifal & King  
2880 El Cajon Avenue  
San Diego.

STATE OF CALIFORNIA                      }  
County of San Diego                      } ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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)                      GRACE E. CLAYTOR  
Notary Public in and for the County of San Diego  
State of California  
My commission expires Aug. 15, 1944  
RECORDED OCT 22 1941                      min. past 11 a.m. in book 1265 at page 43 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
M. L. PAIGE

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 removal agreement from Tifal & King; being Document No. 333378.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of South 1/2 of Lot 6 Block E Starkeys Prospect Park (604 Bon Air 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Bon Air Place adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING Tifal & King  
2880 El Cajon Avenue,  
San Diego, California

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King, 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 Aug. 15, 1944

RECORDED OCT 22 1941 min. past 11 a.m. in book 1252 at page 382 of official records, San Diego Co., Cal. Recorded at request of Grantee.

GRACE E. CLAYTOR  
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. 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 removal agreement from Tifal & King; being Document No. 333379.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of South 1/2 of Lot 11 Block E Starkeys Prospect Park (514 Bon Air 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 14th day of October 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Bon Air Place adjacent to the above described property, binding 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.

Tifal & King 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.

SCOTT KING Tifal & King  
2880 El Cajon Avenue  
San Diego, California

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 14th day of October, A.D. Nineteen Hundred and forty one, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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)

My commission expires Aug. 15, 1944

RECORDED OCT 22 1941 min. past 11 a.m. in book 1262 at page 133 of official records, San Diego Co., Cal. Recorded at request of Grantee.

GRACE E. CLAYTOR  
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. 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 removal agreement from Tifal & King; being Document No. 333380.

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

By Francis Patten Deputy

LEASE BETWEEN THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND THE FEDERAL WORKS AGENCY, UNITED STATES OF AMERICA.

1. THIS LEASE, made and entered into this 31st day of July, in the year one thousand nine hundred and forty-one 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 FEDERAL WORKS AGENCY, UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH:

2. The Lessor hereby leases to the Government the following described premises, viz:

All that portion of Pueblo Lot 1311 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof made by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 36, in the office of the County Recorder of said County of San Diego, bounded and described as follows:

PARCEL 1:

That portion of said Pueblo Lot 1311 bounded on the north by the southeasterly line of La Jolla Shores Drive and the following described line: Commencing at a point in a concrete monument located on a line drawn parallel with and distant 25 feet westerly at right angles from the center line of the pavement on Torrey Pines Road in said Pueblo Lot 1311, which point bears North 11° 07' East 1707.84 feet from the point of intersection of said parallel line with the southerly line of said Pueblo Lot 1311; thence North 78° 53' West a distance of 257.23 feet to an intersection with the southeasterly line of said La Jolla Shores Drive;

Bounded on the south by the following described line: Commencing at a point on the westerly line of said Pueblo Lot 1311 which bears North 0° 50' 30" East 60 feet from the southwesterly corner of said Pueblo Lot 1311; thence northeasterly on a direct line to a point on the center line of the pavement on said Torrey Pines Road as located at the date of this lease which bears North 11° 07' East 434 feet from the point of intersection of said pavement center line with the southerly line of said Pueblo Lot 1311;

Bounded on the East by a line drawn parallel with and distant 50 feet westerly at right angles from the center line of the pavement on Torrey Pines Road as said pavement is located at the date of this lease;

Bounded on the west by a line drawn parallel with and distant 60 feet easterly at right angles from the westerly line of said Pueblo Lot 1311.

PARCEL 2:

An easement for the purpose of a right of way for a street or highway, through, over, along and across a portion of said Pueblo Lot 1311, said easement being 25.00 feet in width, 12.50 feet on each side of the following described center line:

Commencing at a point on the center line of the pavement on said Torrey Pines Road as located at the date of this lease distant 15.00 feet northerly at right angles from the southerly line of said Pueblo Lot; thence north 89° 04' West on a line parallel with the southerly line of said Pueblo Lot 1311 a distance of 87.00 feet to the point of a tangent curve concave to the northeast having a radius of 165.00 feet; thence, westerly northwesterly and northerly along the arc of said curve a distance of 226.67 feet to a point of tangency; thence northerly tangent to said curve to an intersection with the southerly boundary line of Parcel 1; EXCEPTING the area within Torrey Pines Road.

Excepting and reserving to The City of San Diego an easement for the purpose of maintenance, repair and/or reconstruction of a water pipe line with the right of ingress and egress through, over and across a strip of land 10.00 feet in width, 5.00 feet on each side of the following described line:

Commencing at a point on a line drawn parallel with and distant 50 feet westerly at right angles from the center line of the pavement on Torrey Pines Road in said Pueblo Lot 1311, as said pavement is located at the date of this lease, which bears North 11° 07' East 487 feet from the intersection of said parallel line with the southerly line of said Pueblo Lot 1311; thence westerly on a direct line to a point on a line drawn parallel with and distant 60 feet easterly at right angles from the westerly line of said Pueblo Lot 1311 which bears North 0° 50' 30" East 556.80 feet from the intersection of said last described parallel line with the southerly line of said Pueblo Lot 1311.

to be used exclusively for the purpose of defense housing.

3. TO HAVE AND TO HOLD the said premises, with their appurtenances, for the term beginning July 31, 1941, and ending June 30, 1942.

4. That the Government shall operate, maintain, manage and supervise the housing units located upon the herein demised premises and shall not transfer such operation, maintenance, management or supervision to any 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 Three Hundred Dollars (\$300.00) 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 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 twenty (20) feet of the boundary line of said leased premises.

7. The fence to be erected by the Government on the property line of the leased premises along Torrey Pines Road.

8. The Lessor will permit the Government to take water for its requirements from the Lessor's existing water mains 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.

9. 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.

10. The Government shall pay the Lessor for the use of the premises rent at the following rate: Three Hundred Dollars (\$300.00) per annum. The Treasurer of the United States of America, on order of Federal Works Agency, is hereby designated to pay said rental. Payment shall be made at the end of each fiscal year as of June 30th.

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.

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

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

FEDERAL WORKS AGENCY, UNITED STATES  
OF AMERICA  
By JOHN F. EDY  
Acting Administrator  
D. L. AULT City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

I HEREBY APPROVE the form of the foregoing Lease, this 23rd day of July, 1941.

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

On this 23rd day of September, A.D. 1941, before me, Fred W. Sick, a Notary Public in and for said County and State, personally appeared Walter W. Cooper, known to me to be the City Manager of The City of San Diego, and known to me to be the person who executed the foregoing instrument for and on behalf of said The City of San Diego, and duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, in the County of San Diego, State of California, the day and year first hereinabove written.

(SEAL)

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

RECORDED OCT 16 1941 40 min. past 12 p.m. in book 1249 at page 434 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.

E. 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 Lease between the City of San Diego and the Federal Works Agency, United States of America; being Document No. 333234.

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

By Francis Patton Deputy

CONTRACT BETWEEN THE CITY OF SAN DIEGO AND THE  
AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA FOR THE  
PURCHASE AND INSTALLATION OF TRAFFIC SIGNS.

THIS AGREEMENT, made and entered into this 1st day of November, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the City, and the AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA, a corporation, hereinafter called the Club, WITNESSETH:

That the parties hereto have mutually covenanted and agreed and by these presents do covenant and agree with each other as follows:

I.

The City hereby grants to the Club permission to enter upon the streets of the city and upon the terms and conditions of this agreement to place and maintain therein at such locations as may be mutually agreed upon, the directional, warning, regulatory and caution signs hereby contemplated.

II.

(a) The City agrees to provide at its expense, by purchase from the Club, upon written order by competent authority, all such directional, warning, regulatory and caution signs and all materials required for the installation, replacement and maintenance of such signs as the City may from time to time require, in accordance with the price list, specifications and uniform sign chart, including the Club insignia on each sign, which is hereto attached and by reference made a part hereof. In view of rapidly fluctuating prices in materials necessary for the making of signs and standards, the price list herewith submitted shall be binding upon the parties hereto for a period of six months from date hereof, at which time the Club will submit to the City a current price list as conditions then may require and each subsequent six months period during the life of this contract. Upon submission of such price list at any such six months period, the City may terminate this contract by its election to disapprove the price list as submitted. Delivery of materials and the erection of signs shall be carried out to the best of the ability of the Club as herein specified but said Club shall not be held liable for delivery, failure of delivery or failure to fill orders where such failure is caused by reason of labor conditions, inability to obtain materials or other conditions beyond the control of said Club.

(b) The Club agrees that all costs and expenditures for labor, equipment and overhead, both field and office, required or incurred therefor by the Club, shall be borne exclusively by said Club and shall constitute a donation by it to the expense of signing the streets of the City of San Diego.

(c) It is mutually agreed that the expense of cartage of signs from railroad terminal points to the place of installation thereof shall be considered a part of the cost of installation and shall not be chargeable to the City, provided that freight charges for common carrier shipments shall be paid by the City as a part of the initial purchase price of signs.

III.

It is understood that the Club has heretofore installed within the city streets, at the expense of the city, certain signs upon the understanding that such signs would be maintained by the Club for a period of five years after the date of particular installations; that upon the expiration of said five year maintenance period any such sign or signs heretofore installed within the city streets shall be maintained in accordance with the terms and conditions of this agreement provided that upon the expiration of said five year maintenance period no such signs shall be replaced or new signs installed in place thereof except upon the express request of and at the expense of the City, in accordance with the schedule of prices hereto attached. It is agreed, however, that the Club will, as may be

required, replace posts, pipes or other standards and furnish necessary paint for the re-touching of any signs heretofore installed within the city streets and not covered by said five year maintenance agreement and that upon the presentation of proper claims thereof the cost of any such maintenance and supplies (not, however, including labor), will be paid by the City.

IV.

(a) Claims rendered by the Club under this agreement shall be in triplicate and shall be presented to the Purchasing Agent of the City.

(b) Prior to the rendering of any such claim the Club shall notify F. A. Rhodes, Director of Public Works, of the City of such installation or replacement or the doing of such maintenance work so that a proper procedure record may be made in accordance with the practice of the City.

V.

All signs hereafter placed in the city streets shall have stenciled thereon an indelible, distinctive, individual number in accordance with the system now used by the Club and all claims presented to the City covering the purchase price of said signs or materials and supplies necessary for the replacement or maintenance thereof shall refer to such numbers.

VI.

The work of installing, replacing and maintaining the signs contemplated by this agreement shall be done exclusively by the Club, except those signs which are placed on signal or flasher standards.

VII.

This agreement shall cease to be effective except as to the obligations previously incurred on the 31st day of October, 1942, unless the same shall be terminated by mutual agreement of the parties expressed in writing prior to such date; provided, however, this agreement shall cease to be binding upon the parties hereto upon the effective date of any legislative enactment inconsistent with the provisions hereof.

IN WITNESS WHEREOF, the City of San Diego, a municipal corporation, has caused this instrument to be executed on its behalf by the City Manager and attested by The City Clerk thereof. The Automobile Club of Southern California has caused the same to be executed on its behalf by the Secretary and General Manager of said corporation, an elected officer duly authorized so to do the day and year hereinabove written.

THE CITY OF SAN DIEGO, a municipal corporation  
By WALTER W. COOPER

Attest:  
FRED W. SICK (SEAL)

AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA  
a corporation,  
By STANDISH L. MITCHELL  
Secretary and General Manager(SEAL)

Approved as to form  
JOHN R. BERRYMAN Jr. Asst.Gen.Counsel

Approved as to form: JACOB WEINBERGER, City Attorney  
By H. B. DANIEL Asst. City Attorney

10-13-41

CODE	DESCRIPTION	SIGN ONLY	SIGN & HARDWARE	SIGN & POST
W1R	L Reverse Curve	\$ 6.46	\$ 6.56	\$ 7.74
W2R	R Reverse Curve	6.46	6.56	7.74
W3R	L 90° Turn	5.68	5.76	6.94
W4R	R 90° Turn	5.68	5.76	6.94
W5R	L 35° Turn	5.03	5.13	6.31
W6R	R 35° Turn	5.03	5.13	6.31
W7R	T Arrow	7.46	7.54	8.72
W8R	SLOW	6.93	7.06	8.24
W9R	SUBWAY	8.22	8.35	9.53
W10R	GRADE	8.24	8.37	9.55
W11R	END	5.02	5.12	6.30
W12R	DIP	4.29	4.39	5.57
W12R	DIPS	5.18	5.28	6.46
W13R	NARROW ROAD	9.43	9.58	10.76
W14R	NARROW BRIDGE	10.39	10.52	11.70
W15R	NARROW SUBWAY	10.70	10.83	12.01
W16R	ONE WAY BRIDGE	10.40	10.55	11.73
W17R	STOP AHEAD	10.45	10.75	11.93
W18R	SOFT SHOULDER - SAND	12.60	12.73	13.91
W18R	SOFT SHOULDER	9.90	10.05	11.23
W19R	PAVEMENT ENDS	10.46	10.61	11.79
W20R	TWO LANE PAVEMENT AHEAD	15.84	15.99	17.17
W20R	THREE LANE PAVEMENT AHEAD	18.49	18.64	19.82
W21R	9-Unit Stimsonite Reflector	5.12	5.17	5.86
W22R	Post With 3-Unit Stimsonite			2.80*
W23R	3-Unit Stimsonite Reflector	1.44*		
W24R	3-Unit Triangle Stimsonite	2.12	2.17	2.86
W25R	DIVIDED HIGHWAY AHEAD	14.49	14.62	15.80
W31R	CROSS ROAD	11.25	11.40	12.58
W32R	SIDE ROAD	10.70	10.85	12.03
W33	SCHOOL ZONE	1.46	1.51	2.69
W34	HOSPITAL ZONE	1.60	1.65	2.83
W35	PEDESTRIAN CROSSING	1.75	1.80	2.98
W35R	PEDESTRIAN CROSSING(reflectorized)	17.16	17.27	18.45
W36R	CROSS STREET	9.63	9.78	10.96
W37R	SIDE STREET	8.74	8.89	10.07
W38R	SLIDE AREA	9.01	9.16	10.34
W39	END SLIDE AREA	2.50	2.57	3.75
W40R	DRIFTING SAND	9.61	9.76	10.94
W41R	SIGNAL AHEAD	9.06	9.21	10.39
W42R	SLIPPERY WHEN WET	6.52	6.62	7.80
W43R	ICY	4.28	4.38	5.56
W44R	DRAW BRIDGE	10.84	10.95	12.13
W45R	FLOODED	5.28	5.36	6.54
W46R	ARROW	5.67	5.77	6.95

CODE	DESCRIPTION	SIGN ONLY	SIGN & HARDWARE	SIGN & POST
W47R	RAILROAD	6.42	6.48	7.66
W48R	2 TRACKS	5.42	5.48	
W49R	Y ARROW	5.18	5.24	6.42
W50R	WATCH FOR ROCKS ON PAVEMENT	12.78	12.98	15.34
R1R	STOP	4.78	4.88	6.06
R4	SPEED 25 MILES	2.00	2.08	3.26
R4R	Refl. SPEED 25 MILES	5.48	5.61	6.79
R5	END 25 MILE ZONE	2.00	2.08	3.26
R6	STATE SPEED 55 MILES	2.00	2.08	3.26
R7R	KEEP TO RIGHT - 18 x 24"	8.83	8.93	10.11
R7R	KEEP TO RIGHT (with arrow) 18 x 28"	11.52	11.58	12.76
R7R	KEEP TO RIGHT - 30 x 30"	12.41	12.54	13.72
R7R	KEEP TO RIGHT (with arrow) 30 x 36"	16.13	16.22	17.40
R8	STOP FOR PEDESTRIANS			7.33*
R9	STOCK TRAIL	1.20	1.25	2.43
R10	ONE WAY	1.32	1.52	2.70
R10R	Refl. ONE WAY	7.37	7.45	8.63
R11	PEDESTRIANS USE SUBWAY	.80	.85	2.03
R12R	MIDDLE LANE etc.	20.54	20.63	22.99
R13R	KEEP RIGHT etc.	21.00	21.30	23.66
R14	NO PASSING etc.	2.25	2.41	3.59
R14R	Refl. NO PASSING etc.	19.19	19.49	21.85
R15R	SLOW VEHICLES etc.	20.53	20.65	23.01
R16R	NO PASSING ON BRIDGE	14.18	14.26	15.44
R17R	NO LEFT TURN	11.03	11.12	12.30
	NO RIGHT TURN	12.29	12.38	13.56
R18	TRUCKS KEEP ON PAVEMENT	2.20	2.28	3.46
R19	NOT A THROUGH STREET	1.10	1.15	2.34
R20	VARIES WITH SIZE AND WORDING			
R21	VARIES WITH SIZE AND WORDING			
R22	ONE WAY BRIDGE	1.80	1.85	3.03
R23	NO FISHING FROM BRIDGE	1.30	1.35	2.53
R24	PASSING PERMITTED etc.	5.80	5.96	8.32
R25	PARK OFF PAVEMENT	.62	.67	1.85
R26	NO PARKING AT ANY TIME	.62	.67	1.85
R27	NO PARKING ON BRIDGE	.62	.67	1.85
R28	PARKING 1 HOUR etc.	.62	.67	1.85
R29	NO PARKING - PARKING etc.	1.50	1.55	2.73
R30	NO PARKING THIS SIDE	.62	.67	1.85
R31	NO LEFT TURN	.62	.67	1.85
R32	NO U TURN	.62	.67	1.85
R33	TRUCK ROUTE	1.10	1.15	2.33
R34	COMMERCIAL VEHICLES etc.	1.10	1.15	2.33
G1	DIRECTIONAL sign - 1 arrow	1.50	1.71	2.89
G1V	" " vertical arrow	1.50	1.71	2.89
G2	" " horizontal arrows	2.50	2.71	3.89
G2V	" " 1 arrow vertical	2.50	2.71	3.89
G2V	" " 2 types of arrows	2.70	2.91	4.09
G3	" " horizontal arrows	3.35	3.73	4.91
G3V	" " 1 arrow vertical	3.35	3.73	4.91
G3V	" " 2 types of arrows	3.70	4.08	5.26
G4	" " horizontal arrows	4.20	4.58	5.76
G4V	" " 1 arrow vertical	4.20	4.58	5.76
G4V	DIRECTIONAL sign 2 types of arrows	4.55	4.93	6.11
G5	Reassurance sign	2.60	2.98	4.16
G6R	VARIES WITH SIZE AND WORDING			
G7R	VARIES WITH SIZE AND WORDING			
G8R	VARIES WITH SIZE AND WORDING			
G9R	VARIES WITH SIZE AND WORDING			
G9	CITY LIMIT	1.90	2.11	3.29
G10	COUNTY LINE	1.90	2.11	3.29
G11	BRIDGE NAME	1.70	1.91	3.09
G12	STATE PARK BOUNDARY	1.95	2.16	3.34
G13	HISTORICAL LANDMARK	2.00	2.05	3.23
G14	STREET NAME	1.10	1.15	2.33
G15R	VARIES WITH SIZE AND WORDING			
G16	TEMPORARY	.50	.53	
G17	DETOUR	.50	.53	
G18	ALTERNATE	.50	.53	
G19	BYPASS	.50	.53	
G20	BUSINESS RTE.	.50	.53	
G21	DRINKING FOUNTAIN	1.60	1.65	2.83
G22	PASS AND ELEVATION	2.00	2.21	3.39
G23	ELEVATION	1.90	2.11	3.29
G24	VARIES WITH SIZE AND WORDING			
G25	US SHIELD -	.85	.88	
G26R	US SHIELD - varies with wording			
G27	STATE SHIELD	.70	.73	
G28R	US SHIELD - varies with wording			
G29	END	1.60	1.63	
G30	JUNCTION	1.60	1.63	
G31	JUNCTION	1.60	1.63	
G32	JUNCTION	2.40	2.71	
G33	JUNCTION	2.55	2.60	
G34	SHIELD ARROW	.40	.43	
G34R	SHIELD ARROW	1.91	1.95	
G35	SHIELD ARROW	.40	.43	
G35R	SHIELD ARROW	2.29	2.33	
G36	SHIELD ARROW	.20	.23	
G36R	SHIELD ARROW	1.29	1.33	
G37	SHIELD ARROW	.40	.43	
G37R	SHIELD ARROW	2.43	2.47	
G38	SHIELD ARROW	.40	.43	
G38R	SHIELD ARROW	2.43	2.47	

CODE	DESCRIPTION	SIGN ONLY	SIGN & HARDWARE	SIGN & POST
G39	EXEMPT	.25	.30	
G40	F.A.P.	.72*	.76*	
G41	Number for F.A.P.	.57*	.61*	
G42R	VARIES WITH WORDING			
G43	SHIELD ARROW	.20	.23	
G43R	SHIELD ARROW	1.29	1.33	
G44	SHIELD ARROW	.20	.23	
G44R	SHIELD ARROW	1.29	1.33	

\*F.O.B. Los Angeles - no installation  
Plus cost of crating  
Plus Sales Tax

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Automobile Club of Southern California for purchase and installation of traffic signs; being Document No. 333653.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS; Benj. Negriz is the owner of Lot I Block 121 Hortons 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 20th day of Oct. 1941, by Benj. Negriz that I will, for and in consideration of the permission granted to remove 15 feet of curbing on 5th 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 his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on 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.

BENJAMIN NEGRIS  
322 5th Ave.

STATE OF CALIFORNIA )  
County of San Diego ) ss

On this 20th day of October, A.D. Nineteen Hundred and Forty-one, before me, Katherine L. May, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Benjamin Negriz 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.

KATHERINE L. MAY

(SEAL) Notary Public in and for the County of San Diego  
State of California

RECORDED OCT 30 1941 35 min. past 10 A.M. in book 1269 at page 59 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.  
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 removal agreement from Benj. Negriz; being Document No. 333516.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, The Dennstedt Co. 4110 El Cajon Ave. is the owner of Lots 20 Block 3, Pacific Pines Subdivision 1778 Pacific Beach Dr. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Oct. 1941, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 1778 Pacific Beach Dr. adjacent to the above described property, binding 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.

The Dennstedt 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.

THE DENNSTEDT CO.  
By E. W. Dennstedt, Pres.  
4110 El Cajon Blvd.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 24th day of October, A.D. Nineteen Hundred and Forty-one, 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 OCT 30 1941 35 min. past 10 A.M. in book 1253 at page 403 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.  
J. HARRINGTON  
Copyist County Recorder's office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from The Dennstedt Co.; being Document No. 333517.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Hays and Jackson, Inc. are the owners of Lot 19 Block "D" Highland Square 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 October, 1941, by Hays and Jackson, Inc. that they will, for and in consideration of the permissions granted to remove 15 feet of curbing on 1130 South 45th Street adjacent to the above described property bind them to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.  
We further agree that this agreement shall be binding on 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.

HAYS AND JACKSON, INC. (SEAL)  
By Carl B. Hays President  
3829 30th Street

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 28th day of October, 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 Carl B. Hays, President 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 City of 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  
State of California  
My commission expires Sept. 10, 1944  
RECORDED NOV 1 1941 26 min. past 10 A.M. in book 1269 at page 89 of official records San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
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 removal agreement from Hays and Jackson, Inc., being Document No. 333619.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Gilmore Oil Company is the owner of Northeasterly 100' Lots 46, 47, 48 Block 52 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 October, 1941, by Gilmore Oil Company that they will, for and in consideration of the permission granted them to remove 30 feet of curbing on Newport Avenue 30 feet Cable Street adjacent to the above described property, binding on themselves or heirs 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 their own expense and with no cost or obligation on the part of The City of San Diego.

Gilmore Oil Company further agrees 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.

GILMORE OIL COMPANY  
By Geo. L. Alton  
2423 East 28th Street, Los Angeles, Calif.

STATE OF CALIFORNIA

County of San Diego

On this 16th day of October, A.D. Nineteen Hundred and forty one, before me, Patrick T. Dooley 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) PATRICK T. DOOLEY State of California  
Notary Public in and for the County of San Diego/

RECORDED NOV 1 1941 26 min. past 10 A.M. in book 1253 at page 440 of official records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder

By Deputy Glen L. Straw

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

J. HARRINGTON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Gilmore Oil Company; being Document No. 333620.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Tatten Deputy

## A G R E E M E N T

WHEREAS, W. H. Glascock is the owner of the south forty two (42') feet of the east east eighty (80) ft of lot six (6) in blk twenty three (23) of 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 sent to by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 21st day of Oct. 1941, by W. H. Glascock that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Capps 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. H. GLASCOCK

3550 29th St.

STATE OF CALIFORNIA.

County of San Diego

On this 21st day of October, A.D. Nineteen Hundred and forty one, before me, Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. H. Glascock known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED NOV 1 1941 26 min. past 10 A.M. in Book 1253 at page 441 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy Glen L. Straw

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

J. HARRINGTON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from W. H. Glascock; being Document No. 333621.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Tarter Deputy

## A G R E E M E N T

WHEREAS, Robert M. Rewick is the owner of Lot 44 Kensington Heights Addition Unit 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 20th day of October, 1941, by Robert M. Rewick that I will, for and in consideration of the permission granted me to remove 14 feet of curbing on Middlesex Drive, 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.

ROBERT M. REWICK

3361 Univ. Ave.

STATE OF CALIFORNIA

County of San Diego

ss

On this 20th day of October, A.D. Nineteen Hundred and forty one, before me, Jane M. Cooper, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert M. Rewick 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, Calif, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) JANE M. COOPER  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires May 6, 1945  
RECORDED NOV 1 1941 26 min. past 10 A.M. in book 1253 at page 442 of official records, San Diego Co., Calif. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Robert M. Rewick; being Document No. 333625.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, V. Ramos is the owner of Lots 1 & 2 Block 113 University Hgts. and, WHEREAS the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Oct., 1941, by V. Ramos that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Meade Street adjacent to the above described property, bind V. Ramos 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.

V. Ramos 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.

V. RAMOS  
4440 Boundary St., San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego

ss

On this 30th day of Oct., A.D. Nineteen Hundred and Forty-one, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared V. Ramos 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) MARY ANDERSON  
Notary Public in and for the County of San Diego,  
State of California  
RECORDED NOV 1 1941 26 min. past 10 A.M. in Book 1253 at page 446 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from V. Ramos; being Document No. 333628.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Layman H. Lightfoot is the owner of Lot 21 Block 11 La Mesa Colony Town-site and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 September 1941, by Layman H. Lightfoot that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on El Cajon Blvd. adjacent to the above described property, bind Layman H. Lightfoot 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.

Layman H. Lightfoot 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.

LAYMAN H. LIGHTFOOT  
7010 El Cajon Blvd.

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

On this 25th day of September, A.D. Nineteen Hundred and forty one, before me, Wm. N. Marshall a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Layman H. Lightfoot 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.

(SEAL) WM. N. MARSHALL  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires April 8, 1943.  
RECORDED NOV 1 1941 26 min. past 10 A.M. in Book 1253 at page 459 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
J. HARRINGTON

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 removal agreement from Layman H. Lightfoot; being Document No. 333629.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Layman H. Lightfoot is the owner of Lot 20 Block 11 La Mesa Colony 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 25 day of September 1941 by Layman H. Lightfoot that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on El Cajon Blvd. adjacent to the above described property, bind Layman H. Lightfoot 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.

Layman H. Lightfoot 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.

LAYMAN H. LIGHTFOOT  
7010 El Cajon Blvd. San Diego Cal.

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

On this 25 day of September, A.D. Nineteen Hundred and forty one, before me, Wm. N. Marshall a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Layman H. Lightfoot 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.

(SEAL) WM. N. MARSHALL  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires April 8, 1943  
RECORDED NOV 1 1941 26 min. past 10 A.M. in book 1253 at page 463 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
J. HARRINGTON

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 removal agreement from Layman H. Lightfoot; being Document No. 333630.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Dennstedt Co. is the owner of Lot 19 Gilberts Hillcrest 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 28 day of 1941, by Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 4168 Front St. adjacent to the above described property, bind Dennstedt Co. to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

\_\_\_\_\_ 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.

THE DENNSTED CO.  
E. W. Dennstedt

(Address)

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 29th day of October, A.D. Nineteen Hundred and Forty-one, 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 NOV 7 1941 9 min. past 9 A.M. in book 1271 at page 129 of official records  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from The Dennstedt Co.; being Document No. 333687.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Austin C. Whidden is the owner of Lots C and D, Pauline 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 30th day of October, 1941, by Austin C. Whidden that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on South Coast Boulevard adjacent to the above described property, bind Austin C. Whidden 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.  
Austin C. Whidden 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 C. WHIDDEN  
450 South Coast Blvd., La Jolla

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 30th day of October, A.D. Nineteen Hundred and forty-one before me, Luther Brown a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Austin C. Whidden 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) LUTHER BROWN  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires March 22, 1944  
RECORDED NOV 7 1941 9 min. past 9 A.M. in book 1264 at page 254 of official records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from Austin C. Whidden; being Document No. 333688.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Grace Dowell McCormick is the owner of 464 Crown Point and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 1941, by Grace Dowell McCormick that she will, for and in consideration of the permission granted her to remove 18 feet of curbing on 1626 Moorland Street adjacent to the above described property, binding 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.  
Grace Dowell McCormick 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.

MRS J. P. MC CORMICK  
GRACE DOWELL MC CORMICK

(Address)

STATE OF CALIFORNIA

County of San Diego

ss

On this 29th day of October, A.D. Nineteen Hundred and Forty one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Grace Dowell McCormick 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 NOV 7 1941 9 min. past 9 A.M. in book 1266 at page 274 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.  
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 removal agreement from Grace Dowell McCormick; being Document No. 333689.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Albert R. Dean is the owner of Lot 1 Block 27 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 29 day of October 1941, by \_\_\_\_\_ that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Beaumont St. adjacent to the above described property, bind Albert R. Dean 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.

Albert R. Dean 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.

ALBERT R. DEAN  
\_\_\_\_\_  
(Address)

STATE OF CALIFORNIA

County of San Diego

ss

On this 30th day of October, A.D. Nineteen Hundred and forty-one, before me, Luther Brown a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Albert R. Dean 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 March 22, 1944  
LUTHER BROWN  
Notary Public in and for the County of San Diego,  
State of California  
RECORDED NOV 7 1941 9 min. past 9 A.M. in book 1266 at page 275 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.  
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 removal agreement from Albert R. Dean; being Document No. 333690.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Charles C. P. Rausch is the owner of E & W 25' of Lot F Serra Point, and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 3d day of Oct. 1941, by Charles C. P. Rausch that he will for and in consideration of the permission granted him to remove 14 feet of curbing on 4430 Conde Place 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.

Charles C. P. Rausch 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.

CHARLES C. P. RAUSCH  
1818 - 6th Ave.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 3rd day of October, A.D. Nineteen Hundred and forty one, before me, L. H. Voeltzee, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles C. P. Rausch 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. H. VOELTZEE  
Notary Public in and for the County of San Diego,  
State of California

RECORDED NOV 7 1941 9 min. past 9 A.M. in book 1257 at page 480 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  
curb removal agreement from F. Rausch; being Document No. 333718.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND  
MATERIALS FURNISHED BY JOHN O. SHIVE UNDER HIS CONTRACT FOR THE  
CONSTRUCTION AND COMPLETION OF A COTTAGE FOR THE USE OF THE  
RESIDENT ENGINEER NEAR THE SAN VICENTE DAMSITE, IN THE COUNTY OF  
SAN DIEGO, STATE OF CALIFORNIA, WHICH SAID CONTRACT IS DATED  
SEPTEMBER 10, 1941, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK  
OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 332403.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by John O. Shive, under his contract for the construction and completion of a cottage for the use of the Resident Engineer near the San Vicente Damsite, in the County of San Diego, State of California, and which said contract is dated September 10, 1941, and is on file in the office of the City Clerk of said City as Document No. 332403, were performed and furnished to the satisfaction of the Hydraulic Engineer of The City of San Diego in charge of and having supervision of said work on November 3, 1941.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on November 4, 1941, by resolution duly and regularly passed and adopted, officially accepted the work performed and materials furnished by said John O. Shive. Certified copy of the resolution of the City Council accepting said work and materials is attached hereto and made a part of this notice the same as though fully set out herein.

Dated at San Diego, California, this 4th day of November, 1941.

THE CITY OF SAN DIEGO

By FRED W. SICK

(SEAL)

City Clerk

By CLARK M. FOOTE JR. Deputy

RECORDED NOV 5 1941 min. past 2 P.M. in book 1276 at page 20 of official records,  
San Diego Co., Cal. Recorded at request of Owner.

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

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

M. MOREFIELD

Copyist 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 and acceptance of cottage near San Vicente Damsite; being Document  
No. 333744.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## UNDERTAKING FOR STREET LIGHTING.

Roseville 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 FIFTY-SEVEN DOLLARS (\$57.00), 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 October, 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 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 Voltaire 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 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 GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY Vice President  
Principal

(SEAL)  
ATTEST: J. A. CANNON  
Secretary

THE AETNA CASUALTY AND SURETY COMPANY  
By R. B. HILL Resident Vice-President  
Surety

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

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 29th day of October, 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 R. B. Hill, 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 Nov., 1941.

JACOB WEINBERGER 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. 75354 passed and adopted on the 14th day of October, 1941, require and fix the sum of \$57.00 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 4th day of November, 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:

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 Voltaire 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, 1941, to-wit, to and including October 14, 1942.

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 25, 1941, 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 Twenty-four and 40/100 Dollars (\$224.40) 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 "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 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 Twenty-four and 40/100 Dollars (\$224.40) 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 Twenty-four and 40/100 Dollars (\$224.40).

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.

ATTEST:

J. A. CANNON

Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice President

THE CITY OF SAN DIEGO

By P. J. BENBOUGH

FRED W. SIMPSON

L. F. WEGGENMAN

PAUL J. HARTLEY

ERNEST J. BOUD

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council

ATTEST:

FRED W. SICK

City Clerk

By AUGUST M. WADSTROM

Deputy (SEAL)

I hereby approve the form of the foregoing contract, this 4 day of November, 1941.

JACOB WEINBERGER 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 Roseville Lighting District No. 1; being Document No. 333748.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis S. Bowers 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 FIVE DOLLARS (\$105.00), 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 October, 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 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, 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 President

Principal

(SEAL)

ATTEST: E. L. TOLSON

Resident Assistant Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By R. B. HILL Resident Vice-President

Surety

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 29th day of October, 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 R. B. Hill, 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 Nov., 1941.

JACOB WEINBERGER 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. 75353 passed and adopted on the 14th day of October, 1941, require and fix the sum of \$105.00 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 4th day of November, 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 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, 1941, to-wit, to and including September 30, 1942.

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 15, 1941, 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 Twenty Dollars (\$420.00) 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 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 Twenty Dollars (\$420.00) 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 Twenty Dollars (\$420.00).

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 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  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

I hereby approve the form of the foregoing Contract, this 4 day of Nov. 1941.

JACOB WEINBERGER 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 Midway Lighting District No. 1; being Document No. 333749.

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

By Francis Patton Deputy

#### A G R E E M E N T

WHEREAS, Bekins Van & Storage Co. is the owner of Lots 3, 4, 5 & 6 Block 7 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 4th day of November, 1941, by Bekins Van & Storage Co that they will, for and in consideration of the permission granted us to remove 25 feet of curbing on Kettner Blvd adjacent to the above described property, bind Bekins Van & Storage Co to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

Bekins Van & Storage Co further agree that this agreement shall be binding on Bekins Van & Storage Co, 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.

BEKINS VAN & STORAGE CO.  
C. C. TEMPLE, Manager

(Address)

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 4th day of Nivember, A D. Nineteen Hundred and forty one, before me, F. Nachtsheim a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. C. Temple 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 abofe written.

(SEAL) F. NACHTSHEIM  
Notary Public in and for the County of San Diego  
State of California  
My commission expires April 13, 1941

RECORDED NOV 7 1941 9 min. past 9 A.M. in book 1257 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.

E. BAEPLER

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

I HEREBY CERTIFY that the above and foregoing is a full, trua and correct copy of curb removal agreement from Bekins Van & Storage Co., being Document No. 333785.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Benjamin L. Elliott is the owner of East 80 feet of Lots 17 and 18 Blk. 5 of Hillcrest and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 October, 1941, by Benjamin L. Elliott that he will, for and in consideration of the permission granted him to remove 30 ft. on Third St. & 30 ft. on Washington feet of curbing on Third St and Washington St. adjacent to the above described property, bind Benjamin L. Elliott 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.

Benjamin L. Elliott 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.

BENJAMIN L. ELLIOTT  
4130 Lark St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 28th day of October, A.D. Nineteen Hundred and forty-one, before me, C. G. Mitchell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Benjamin L. Elliott known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) C. G. MITCHELL  
Notary Public in and for the County of San Diego  
State of California  
RECORDED NOV 7 1941 9 min. past 9 A.M. in book 1263 at page 296 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 removal agreement from Benjamin L. Elliott; being Document No. 333786.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Guymon Co. Ltd. are the owners of Lot 2 Block 9 Insperation 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 31 day of Oct, by Guymon Co. Ltd that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on 4151 Bandini St. 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.

Guymon Co. Ltd further agrees that this agreement shall be binding on Guymon Co. Ltd. heirs 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. T. GUYMON

(Address)

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 4th day of November, A.D. Nineteen Hundred and Forty one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. T. Guymon 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 NOV 7 1941 9 min. past 9 A.M. in book 1263 at page 297 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 removal agreement from Guymon Co. Ltd.; being Document No. 333787.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, The Dennstedt Co. is the owner of Lot 615 Talmadge Park #3 and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Nov. 1941, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 4646 Norma Dr. adjacent to the above described property, binding 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.

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.

THE DENNSTEDT CO.  
E. W. DENNSTEDT PRES.

(Address)

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 4th day of November, A.D. Nineteen Hundred and forty one, 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 persons 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 NOV 7 1941 9 min. past 9 A.M. in book 1263 at page 298 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 removal agreement from The Dennstedt Co.; being Document No. 333788.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Marko J. Tomasevich is the owner of Lot 77 Unit No. 2 Kensington Heights and,

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

THIS AGREEMENT, signed and executed this 21st day of October 1941, by me that I will, for and in consideration of the permission granted me to remove 15 feet of curbing on Middlesex Street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

MARKO J. TOMASEVICH  
4304 Middlesex

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 21st day of Oct, A.D. Nineteen Hundred and 41, before me, Margaret M. Brandt a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marko J. Tomasevich known to me to be the person described in and whose name he 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) MARGARET M. BRANDT  
Notary Public in and for the County of San Diego,  
State of California  
RECORDED NOV 7, 1941 9 min. past 9 A.M. in book 1278 at page 4 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.  
J. HARRINGTON

Copyist County Recorder's Office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
curb removal agreement from Marko J. Tomasevich; being Document No. 333789.

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

By Francis Patten Deputy

LEASE

THIS AGREEMENT, made and entered into this 28th day of October, 1941, by and between ROSA LEE JOHNSON, 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:

That portion of Lot 1, of Partition of Pueblo Lot 1186, according to the Map thereof filed in Superior Court Case No. 1532 in the office of the County Clerk of said County of San Diego, particularly described as follows, to-wit:

Commencing at the southwesterly corner of said Lot 1; thence northerly along the westerly line of said Lot 1 a distance of 559.72 feet to a point; thence northeasterly on a direct line making an angle to the right of 59° 08' from said westerly line a distance of 106.97 feet to the point of a tangent curve to the right having a radius of 110.00 feet; thence easterly and southeasterly along the arc of said curve a distance of 190.06 feet to a point of tangency; thence southeasterly on a direct line tangent to said curve a distance of 164.11 feet to the point of a tangent curve to the left having a radius of 85.00 feet; thence southeasterly and easterly along the arc of said last described curve a distance of 101.97 feet to a point of tangency; thence easterly on a direct line tangent to said last described curve a distance of 180.87 feet to the point of a tangent curve to the right having a radius of 200.00 feet; thence easterly and southeasterly along the arc of said last described curve a distance of 154.40 feet to a point of tangency; thence southeasterly on a direct line tangent to said last described curve a distance of 79.57 feet to an intersection with the center line of Murray Canyon Road; thence in a general southerly, westerly and southwesterly direction along the center line of Murray Canyon Road to an intersection with the southerly line of said Lot 1; thence westerly along the southerly line of said Lot 1 to the point of commencement; containing an area of six acres of land, more or less, all as shown on City Engineer's Drawing 6145-L; subject to all easements, restrictions and encumbrances of record;

For a term of five (5) years from date of lease at the following rental: Twelve and 50/100 Dollars (\$12.50) per month, payable monthly in advance, subject to termination as hereinafter provided.

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 purposes.

Second: It is understood and agreed by the said parties that either party may terminate this lease and obligations hereunder at any time by giving ninety (90) days written notice of such termination to the other party.

Third: 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. 75516 of the Council authorizing such execution, and the said Lessor has hereunto subscribed her name the day and year first hereinable written.

THE CITY OF SAN DIEGO Lessee  
By WALTER W. COOPER  
City Manager

ROSA LEE JOHNSON Lessor  
JACOB WEINBERGER City Attorney  
By HARRY S. CLARK  
Deputy

I HEREBY APPROVE THE form of the foregoing Lease, this 28th day of October, 1941.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Rosa Lee Johnson; being Document No. 333819.

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

By Francis Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That San Diego Tractor & Equipment Company, Inc., 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 TWO THOUSAND SIX HUNDRED TWENTY-SEVEN Dollars (\$2,627.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of November, 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: 2 - Caterpillar Model #112 gasoline motor graders, with scarifiers and canopy tops and electric starting systems, as manufactured by the Caterpillar Tractor Company, 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.  
SAN DIEGO TRACTOR & EQUIPMENT CO. INC. (SEAL)  
By GRANT D. GUNN President  
Principal

ATTEST: HELEN E. NEIMAN

ATTEST: B. C. FATLAND  
MASSACHUSETTS BONDING AND INSURANCE COMPANY  
By C. J. STAFFORD Attorney-in-fact (SEAL)  
Surety

I hereby approve the form of the within Bond, this 5th day of November, 1941.

JACOB WEINBERGER City Attorney  
By J. H. McKINNEY Deputy City Attorney  
I hereby approve the foregoing bond this 5th day of November 1941.  
WALTER W. COOPER  
City Manager

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 4th day of November in the year one thousand nine hundred and forty-one, 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

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 5th day of November, 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 San Diego Tractor & Equipment Co., 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 to said City: 2 - Caterpillar Model #112 gasoline motor graders, with scarifiers and canopy tops and electric starting systems, as manufactured by the Caterpillar Tractor Company, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 332978.

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

2 - Caterpillar gasoline motor graders,	ea \$5346.00	\$ 10692.00
Allowance for each of the two Galion graders	" 150.00	300.00
		<hr/> \$ 10392.00
California State Sales Tax		320.76
		<hr/> \$ 10712.76
Less 2% discount on \$10392.00 for payment in 30 days from delivery		207.84
		<hr/> \$ 10504.92

Said contractor agrees to deliver said material within five weeks from and after the date of the execution of this contract, PROVIDED The City of San Diego furnishes said contractor with an A-10 priority certificate; and provided, further, that delivery will be made hereunder within a period of \_\_\_\_\_ weeks if furnished with higher rated order than A-10 priority.

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: Ten Thousand Five Hundred Four and 92/100 Dollars (\$10504.92), 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 hereinafove 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. 75453 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

SAN DIEGO TRACTOR & EQUIPMENT CO. INC.,

(SEAL)

GUARD W. GUNN President

Contractor

ATTEST: HELEN E. NEIMAN

I hereby approve the form of the foregoing contract, this 5th day of November, 1941.

JACOB WEINBERGER 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 Tractor & Equipment Co. Inc.; being Document No. 333820.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### ENGINEERING CONTRACT

THIS AGREEMENT, entered into this 28th day of October, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the City Manager thereof, hereinafter sometimes referred to as the City, party of the first part, and M. J. SHELTON, hereinafter sometimes referred to as the Contractor, party of the second part, WITNESSETH:

WHEREAS, the United States of America, acting through the Federal Works Agency, Division of Defense Public Works, has required the City to provide certain professional and engineering services hereinafter set forth in connection with the Defense Public Works project located in San Diego, California, and described as follows: "Pipelines, Storage Reservoirs and Appurtenances, Work in Connection with Waterworks Improvements in The City of San Diego," as set out in the City's application to the Federal Works Agency, Docket California 4-140; and

WHEREAS, the City desires to enter into a contract with party of the second part to perform said required professional and engineering services on its behalf; said party of the second part being a duly registered Civil Engineer;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter recited, the parties hereto do mutually agree as follows:

The City does hereby retain said M. J. Shelton to render and perform the following engineering services and work, subject to the supervision and approval of the Hydraulic Engineer of the City, and in the order and within the time directed by said Hydraulic Engineer, which may be required by said Federal Works Agency in connection with the work set out in the City's application to the Federal Works Agency, Docket California 4-140 (hereinafter called the Project); such services to include (but without limitation):

(a) The making of necessary field surveys, the making or supervision of the necessary borings and test pits and foundation explorations.

(b) The preparation and providing of required sets of preliminary studies, drawings, cost estimates and progress schedules, together with approximate estimates of material requirements, all in detail sufficient to indicate clearly the scope of the project work and make possible a reliable estimate of cost.

(c) After the preliminary studies, drawings, cost estimates and progress schedules have been approved by the Federal Works Agency, and within a time to be set by the Hydraulic Engineer of the City, the preparation and providing of required sets of complete working drawings and specifications satisfactory to the Hydraulic Engineer and to the Administrator of the Federal Works Agency, or his duly authorized representative, for the effective coordination and efficient execution of the construction work in said contemplated project, and the revision, modification or amplification of the drawings and specifications as required by said Administrator, or his duly authorized representative.

It is estimated by the parties hereto that the rendition of such services and the performance of said work by the contractor will require approximately sixteen (16) weeks to complete. It is mutually understood and agreed, however, that the City may, if deemed necessary or desirable, extend said period for so long as it may determine.

It is further understood and agreed that this contract shall terminate upon the completion of the services and work herein contemplated; also that this contract may be terminated by the City at any time in advance of the completion of the services and work upon three (3) days' notice in writing to the contractor; but in event of such termination prior to completion the contractor shall be entitled to receive compensation and reimbursement for such portion of the services and work as have been already satisfactorily performed, including payment for reimbursable expenditures theretofore incurred.

For the performance of the services and work contemplated hereunder the City agrees to pay to the contractor, and the contractor agrees to accept as full compensation therefor, the following:

(a) The sum of sixteen hundred eighty dollars (\$1680.00), based upon sixteen (16) weeks duration of this contract.

(b) If the City does not furnish the contractor with transportation, and vehicles are supplied by the contractor, the City will reimburse him at the rate of five cents (5¢) per mile for actual necessary travel in the prosecution of the work.

(c) The City will reimburse the contractor for the cost of salaries paid by him for the following employees, if such employees are necessarily required by the contractor in the performance of this contract, at the indicated salaries:

1 Chief of Party,	\$75.00 per week, each
1 Transit Man	60.00 " " "
1 Level Man	48.00 " " "

4 Survey Men	\$35.00 to 40.00 per week, each
2 Laborers	30.00 " " "
1 Design Draftsman	85.00 " " "
2 Draftsmen	60.00 " " "
2 Junior Draftsmen	50.00 " " "
1 Stenographer	35.00 " " "

Provided, however, that the cost of salaries of additional employees shall be reimbursable only if the employment thereof is approved in advance by the City Manager, or his duly authorized representative; and provided, further, that the cost for salaries in excess of sixteen (16) weeks is not to be reimbursable unless employment in excess of sixteen (16) weeks is approved in advance by said City Manager, or his duly authorized representative.

(d) The City will reimburse the contractor for actual rental cost of engineering equipment necessarily rented or supplied by the contractor in the performance of this contract.

(e) The City will reimburse the contractor for his actual costs in securing and maintaining public liability insurance of \$10,000.00 and \$20,000.00; Workmen's Compensation Insurance, and the contractor's out-of-pocket cost for Federal Old Age Benefit, State Unemployment Insurance, and Federal Excise Tax payable, if any.

(f) The City will make office space, office furniture and drafting tables available, and will furnish necessary engineering supplies without cost to the contractor.

The contractor shall take out and maintain, during the life of this contract, public liability insurance in a company approved by the City, limited to \$10,000.00 for injury to one person, and \$20,000.00 for injury in any one accident.

The contractor shall also maintain, during the life of this contract, Workmen's Compensation insurance satisfactory to the City. He shall file with the City Clerk certificates of the insurance carriers evidencing said public liability and Workmen's Compensation insurance.

The contractor shall submit to the City weekly detailed statements of expenses incurred by him for which he is entitled under this agreement to reimbursement, together with receipts, vouchers, or other evidence satisfactory to the City, in support thereof. Thereupon the City will reimburse the contractor as herein provided.

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. 75458, adopted on the 28th day of October, 1941, authorizing such execution, and the contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager  
M. J. SHELTON  
Contractor

I hereby approve the form of the foregoing Contract, this 7th day of November, 1941.  
JACOB WEINBERGER City Attorney  
By H. B. DANIEL  
Assistant City Attorney

Nov. 7, 1941 Approved as to funds available. J. S. BARBER City Auditor and Comptroller  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with M. J. Shelton for engineering work for water system; being Document No. 333824.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis Patton Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS, That E. L. BAKER and JOHN JANSEN as Principals 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 DOLLARS (\$1,000.), lawful money of the United States of America, to be paid to the said 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 31st day of October, 1941.

The condition of the above and foregoing obligation is such, that whereas the said Principals have 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 Principals have agreed to pay The City of San Diego the sum of seventy-five cents (75¢) per month for each and every trash can so placed and maintained, payments to be made on the fifth day of each month for the amounts due for the preceding month.

NOW, THEREFORE, if the said Principals 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.

PROVIDED, however, and upon the further express condition that the Surety shall have the right to terminate its suretyship under this obligation by serving written notice of its election so to do upon the Purchasing Agent or the City Attorney of The City of San Diego, State of California, and thereupon the said Surety shall be discharged from any and all liability hereunder for any default of the Principals occurring after the expiration of ninety (90) days from the service of such notice.

IN WITNESS WHEREOF, the said Principals 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.

ATTEST: E. L. BAKER Principal  
JOHN JANSEN Principal

ATTEST:  
K. JONES

FIREMAN'S FUND INDEMNITY COMPANY  
By F. J. BUTCHER (SEAL)  
Attorney-in-Fact

Executed in duplicate.  
The premium charged for this bond is \$20.00.

STATE OF CALIFORNIA }  
City and County of \_\_\_\_\_ } ss

On this 31st day of October, 1941, before me Dorothy H. McLennan, a Notary Public in and for said City and County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared F. J. Butcher known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own as attorney in fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the said City and County of \_\_\_\_\_ the day and year in this certificate first above written.

(SEAL)  
My commission expires  
December 24, 1942

DOROTHY H. MC LENNAN  
Notary Public in and for the City and County of  
State of California

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 7th day of November, 1941, 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 person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own 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 29, 1945

ALGY E. LILLICRAP  
Notary Public in and for the County of San Diego  
State of California

I HEREBY APPROVE the form of the foregoing bond this 10th day of Nov. 1941.  
JACOB WEINBERGER, City Attorney  
By H. B. DANIEL Asst. City Attorney

I HEREBY APPROVE the foregoing bond this 10th day of November, 1941.  
WALTER W. COOPER  
City Manager

I certify that the name of E. L. Baker as co-principal has been added to that Fireman's Fund Indemnity Company Surety Bond, Certificate No. 7476, with the approval of F. J. Butcher, Attorney-in-Fact for the Fireman's Fund Indemnity Company of San Francisco, California.

FIREMAN'S FUND INDEMNITY COMPANY  
By M. J. White  
Attorney-in-Fact (SEAL)

A G R E E M E N T

THIS AGREEMENT, made and entered into in duplicate this 12th day of November 1941, 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 E. L. BAKER and JOHN JANSEN, hereinafter called the concessionaires, WITNESSETH:

WHEREAS, the concessionaires are 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 concessionaires to be kept and performed, and for other valuable considerations, the City hereby grants to the concessionaires the concession, right and privilege to place not less than 150 nor more than 200 refuse cans, of what is designated in bid "mute" type 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, all in accordance with plans and specifications submitted with bid, and which are to be embodied in and become a part of this contract.

Maximum number of refuse cans permitted to be placed upon the public streets and places of the City by concessionaires may be increased by written consent of the City Manager so to do, after receipt and approval of application of concessionaires stating desired increase.

Concessionaires will file with the City when required by the City Manager, and at least every three months, a report, showing additions or changes of locations of cans made during the preceding month, and total number of cans installed upon the streets of the City to date of such report.

(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 five (5) years. 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 concessionaires by reason of any such termination.

(3) That the concessionaires 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 concessionaires 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 concessionaires, 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 seventy-five cents (75¢) per month for each and every can maintained under this concession, with minimum payment of \$112.50 per month. Payments shall be made to the City on or before the fifth day of each month for moneys due for the previous month.

(6) The concessionaires 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 concessionaires 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.

Concessionaires shall file an insurance policy in the amount of five thousand dollars (\$5000.00) insuring to The City of San Diego, indemnifying said City against any loss, damage or liability suffered by said City by reason of the existence of said refuse cans upon public streets. They shall also carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by them, and furnish the City with certificate of the insurance company issuing said policy.

(7) That the concessionaires will, at such times as the City Manager may direct, empty and remove the trash from said cans, without expense to the City.

(8) That neither this concession nor any interest therein shall be assigned, transferred or underlet to any person, firm or corporation whatsoever, without the written consent of the City Manager; 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 concessionaires, 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 concessionaires shall promptly, and in any event within not more than ninety (90) 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. 75477, and the concessionaires have caused their corporate name and seal to be hereunto affixed by the proper officers, evidencing their acceptance of this concession and the terms and conditions hereof.

(SEAL)  
ATTEST: FRED W. SICK (SEAL)  
City Clerk  
By Helen M. Willig Deputy

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

JOHN JANSEN E. L. BAKER  
Concessionaires

(SEAL)  
ATTEST: MARIE D. DUNNE  
Notary Public in and for the County of San Diego,  
State of California. My commission expires  
July 24, 1945.

I HEREBY APPROVE the form of the foregoing Agreement this 10th day of Nov. 1941.

JACOB WEINBERGER, 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 Agreement with E. L. Baker and John Jansen for trash cans on streets; being Document No. 333901.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patton Deputy

#### C O N T R A C T

THIS AGREEMENT, made and entered into this 15th day of November, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through its City Manager, party of the first part, and JAMES M. LEE, party of the second part, WITNESSETH:

THAT, WHEREAS, The City of San Diego, in connection with the activities of its Defense Council, has need to engage the services of a person experienced and trained in the enrollment, classification and assignment to positions of large numbers of persons, and in training such persons for particular jobs, and the party of the second part is such a person;

NOW, THEREFORE, in consideration of the premises and of the matters and things following, the City does hereby retain for a period of three (3) months from the date hereof, James M. Lee to advise and aid the San Diego Defense Council and the Executive Director thereof, in the recruiting and registration of volunteers to perform various services in the local defense program undertaken by said San Diego Defense Council, and in the classification, training and assignment of duties to such volunteers; and to render such other services in connection with the work of the San Diego Defense Council as said Council or its Executive Director may require.

The City will pay to the said party of the second part, as full compensation for the rendition of services hereunder, the sum of seven hundred fifty dollars (\$750.00), payable in three monthly installments of two hundred fifty dollars (\$250.00) each.

The party of the second part hereby agrees to undertake and perform the duties herein contemplated, and to accept in full compensation therefor, said sum of seven hundred fifty dollars (\$750.00).

It is understood and agreed that said party of the second part shall devote his full time and attention to the performance of the duties for which he is hereby engaged.

It is further understood and agreed that The City of San Diego may at its option extend this contract for an additional period, but not beyond the end of the current fiscal year, to-wit: June 30, 1942.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to resolution of the 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  
Party of the First Part.  
By WALTER W. COOPER City Manager  
JAMES M. LEE  
Party of the Second Part.

I hereby approve the foregoing Contract as to form and legality this 14th day of November, 1941.

JACOB WEINBERGER 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 James M. Lee; being Document No. 334014.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That Glenn Pearson, an individual doing business under the firm name and style of Pearson 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 TWO HUNDRED NINETY-SEVEN Dollars (\$297.00), 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 14th day of November, 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 - 1-1/2 ton Ford truck chassis and cab, with 90 H.P. 6-cyl. engine, 1942 model, 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.

GLENN PEARSON

ATTEST:  
RAYMOND TUTTLE

an individual doing business under the firm name  
and style of PEARSON MOTOR CO.

Principal

MARYLAND CASUALTY COMPANY (SEAL)

ATTEST:

By F. F. EDELEN Its Attorney in Fact  
Surety

I hereby approve the form of the within Bond, this 14th day of November, 1941.

JACOB WEINBERGER City Attorney

By J. H. MCKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 14th day of November 1941.

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA

County of San Diego

} ss

On this 14th day of November, 1941, 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, 1945.

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of November, 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 GLENN PEARSON, an individual doing business under the firm name and style of PEARSON MOTOR 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: 1 - 1-1/2 ton Ford truck chassis and cab, with 90 H.P. 6-cylinder engine, 1942 model, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 332978.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand One Hundred Eighty-seven and 38/100 Dollars (\$1,187.38). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 15th day of November, 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 One Hundred Eighty-seven and 38/100 Dollars (\$1,187.38), 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. 75454 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

GLENN PEARSON  
Contractor

ATTEST:  
RAYMOND TUTTLE

I hereby approve the form of the foregoing contract, this 14th day of November, 1941.

JACOB WEINBERGER  
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 Glenn Pearson for 1 - 1-1/2 ton Ford truck; being Document No. 334045.

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

By Francis Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That Western Metal Supply Company, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED TWENTY-TWO Dollars (\$922.00), 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 18th day of November, 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: 333 Neptune 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.

ATTEST:  
W. J. DOWD

WESTERN METAL SUPPLY COMPANY  
W. C. SHAW V.P. (SEAL)  
Principal

ATTEST:  
MAY SHANNON

HARTFORD ACCIDENT AND INDEMNITY COMPANY  
By GEO. W. MURCH Attorney-in-Fact  
Surety (SEAL)

I hereby approve the form of the within Bond, this 19th day of November, 1941.

JACOB WEINBERGER City Attorney  
By J. H. McKINNEY  
Deputy City Attorney

I hereby approve the foregoing bond this 21st day of November, 1941.

WALTER W. COOPER  
City Manager

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 18th day of November, 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 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.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 19th day of November, 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 Western Metal Supply Company, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 333 Neptune

water meters, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 333406.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 333 Neptune water meters @ \$10.75 ea \$3,579.75. Above price does not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within five days from and after the date of the execution of this contract, and to complete said delivery on or before the 15 day of January, 1942.

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 Six Hundred Eighty-seven and 14/100 Dollars (\$3,687.14), inclusive of 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. 75551 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

ATTEST:  
W. L. ROSSMAN

WESTERN METAL SUPPLY COMPANY  
W. C. SHAW V.P.

Contractor

I hereby approve the form of the foregoing contract, this 19th day of November, 1941.

JACOB WEINBERGER 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 water meters; being Document No. 334145.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Fagan Deputy

#### A G R E E M E N T

Whereas, C. L. Forster is the owner of the west fifty feet of Lots one and two, Block eighty-two, Middletown; and,

Whereas, the provisions of Ordinance No. 12321 of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Union Street; and,

Whereas, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a residence and garage buildings 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. 75489 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a residence and garage buildings to within four feet of the front property line on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said residence and garage buildings from the front property line on Maple Street back to a line at least ten feet southerly from the southerly line of Maple Street. Now, therefore,

Witness this Agreement, signed and executed this 30th day of October, 1941, by C.L. Forster that he will, for and in consideration of the permission granted him to erect a residence and garage buildings on the above described property to within four feet of the front property line on Union Street bind himself to, and does hereby by these presents agree to move any residence and garage buildings erected in pursuance hereof back from the property line on Maple Street to a line ten feet from Maple Street as designated by the City of San Diego, and at such time as the City of San Diego directs him to move said residence and garage buildings to the line designated; that he will move said residence and garage buildings 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. L. FORSTER  
625 W. Maple

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

On this 30th day of October A.D. Nineteen Hundred and forty one, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. L. Forster 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) AUGUST M. WADSTROM  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires Aug. 5, 1945  
RECORDED NOV 7 1941 9 min. past 9 A.M. in book 1274 at page 94 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 C. Cole  
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 from C. L. Forster to the City of San Diego to remove building or structure upon request; being Document No. 333738.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Marion M. Peckham is the owner of Lot G Block 14 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 29th day of October 1941, by that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on C 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.

MARION M. PECKHAM  
(Address)

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

On this 29th day of October, A.D. Nineteen Hundred and 41, before me R.S.Ruffin, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marion M. Peckham 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.

(SEAL) R. S. RUFFIN  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires May 20, 1943  
RECORDED NOV 14 1941 5 min. past 9 A.M. in book 1263 at page 368 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
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 removal agreement from Marion M. Peckham to the City of San Diego, California; being Document No. 333803.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Nettie E. Whittemore is the owner of Lots 1 and 2 Block 1 O'Neill's Terrace and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE, THIS AGREEMENT, signed and executed this 28th day of October 1941, by Nettie E. Whittemore that she will, for and in consideration of the permission granted me to remove 19 feet of curbing on Thorn 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.

NETTIE E. WHITTEMORE  
3245 - 28 St.

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

On this 28th day of October, A.D. Nineteen Hundred and Forty one, before me, S. W. Tirrell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nettie E. Whittemore 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) S. W. TIRRELL  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires July 14, 1942

RECORDED NOV 14 1941 5 min. past 9 A.M. in book 1263 at page 369 of official records, San Diego Co. Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from Nettie E. Whittemore to the City of San Diego, California; being Document No. 333804.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Stanley Kipkowski is the owner of Lot 33 Block 5 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 4 day of Nov. 1941, by Stanley Kipkowski that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on 3491 N. Mountain View Dr. 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.

STANLEY KIPKOWSKI  
4874 Hawley Blvd.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this fourth day of November, A.D. Nineteen Hundred and forty-one, before me, John V. Rush, a Notary Public in and for said County, residing therein, duly commissioned and sown, personally appeared STANLEY KIPKOWSKI 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) JOHN V. RUSH  
Notary Public in and for the County of San Diego  
State of California  
My commission expires October 3, 1942

RECORDED NOV 14 1941 5 min. past 9 A.M. in Book 1266 at page 344 of official records, San Diego Co. Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from Stanley Kipowski; being Document No. 333805.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Victor Pitcock is the owner of Lots 9 & 10 Block 16 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 6 day of Nov 1941, by Victor Pitcock that I will, for and in consideration of the permission granted me to remove 14 feet of curbing on 3411 Nile St. 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.

VICTOR PITCOCK  
1648 Upas St.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 6th day of November, A.D. Nineteen Hundred and forty-one, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Victor Pitcock 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.

(SEAL)

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

My commission expires Mar. 20, 1943

RECORDED NOV 14 1941 5 min. past 9 A.M. in book 1266 at page 345 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy Glen L. Straw

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 removal agreement from Victor Pitcock to the City of San Diego, California; being Document No. 333840.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, W. H. Coulter is the owner of Lot 3 Block 2 Islenair Unit #1, and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 5 day of Nov. 41, by W. H. Coulter that I will, for and in consideration of the permission granted me to remove 10 feet of curbing on 3439 Bel Isle Dr. 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.

And 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.

W. H. COULTER

719 - F St. San Diego

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 6th day of November, A.D. Nineteen Hundred and Forty One, before me, Robert J. Walsh, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. H. Coulter 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.

ROBERT J. WALSH

(SEAL)

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

My commission expires Mar. 17, 1945

RECORDED NOV 14 1941 5 min. past 9 A.M. in Book 1275 at page 121 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy Glen L. Straw

C. JOHNSON

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 removal agreement from W. H. Coulter; being Document No. 333841.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Austin A. Looke is the owner of Lot 1 English Village, 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 4th day of Nov. 1941, by \_\_\_\_\_ that \_\_\_\_\_ will, for and in consideration of the permission granted \_\_\_\_\_ to remove 17 feet of curbing on Draper St. 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 \_\_\_\_\_ 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 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.

AUSTIN A. LOOKE

7816 Ivanhoe

STATE OF CALIFORNIA

County of San Diego

} ss

On this 5th day of Nov. 1941, A.D. Nineteen Hundred and 41 before me,

Luther Brown a Notary Public in and for said County, residing therein, duly commissioned and

sworn, personally appeared Austin A. Looke known to me to be the person described in and whose

name is subscribed to the within instrument, an 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.

421

(SEAL) Notary Public in and for the County of San Diego, State of California.  
My commission expires March 22, 1944

RECORDED NOV 14 1941 5 min. past 9 A.M. in Book 1275 at page 125 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from Austin A. Looke to the City of San Diego, California; being Document No. 333842.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Gilmore Oil Co. is the owner of Lots 1 & 2 Block 18 Middletown 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 5 day of Nov., by Gilmore Oil Co. that they will, for and in consideration of the permission granted them to remove 60 feet of curbing on Kettner Blvd. 30 feet of curbing on Beech Street adjacent to the above described property, bind themselves or heirs 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.

Gilmore Oil Co. further agrees that this agreement shall be binding on themselves, 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.

GILMORE OIL CO.  
Geo. L. Alton

(Address)

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 5th day of November, A.D. Nineteen Hundred and forty one, before me, Patrick T. Dooley a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George 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) PATRICK T. DOOLEY  
Notary Public in and for the County of San Diego, State of California

RECORDED NOV 14 1941 5 min. past 9 A.M. in Book 1267 at page 305 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from Gilmore Oil Company; being Document No. 333880.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Mrs. E. DeFalco is the owner of Lot 9 Block 28 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 5th day of November, by Mrs. E. DeFalco that she will, for and in consideration of the permission granted her to remove 10-ten feet of curbing on Date 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.

Mrs. E. deFalco further agrees that this agreement shall be binding on herself, her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MRS. E. DE FALCO  
348 West F St., San Diego

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 5th day of November, A.D. Nineteen Hundred and forty-one, before me, I.L. Barker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. E. De Falco 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) I. L. BARKER  
Notary Public in and for the County of San Diego,  
My commission expires Oct. 11, 1943. State of California  
RECORDED NOV 14 1941 5 min. past 9 A.M. in Book 1269 at page 251 of official  
records, San Diego Co., Cal. Recorded at request of City Clerk.  
ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from Mrs. E. DeFalco; being Document No. 333881.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T  
WHEREAS, J. M. Moriarty and Zelia Moriarty are the owners of Lots 46, 47 and 48  
Boock 96 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 November, 1944, by J. M.  
Moriarty and Zelia Moriarty that they will, for and in consideration of the permission  
granted them to remove 16 feet of curbing on Cleveland Avenue adjacent to the above de-  
scribed property, binds 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 ex-  
pense and with no cost or obligation on the part of The City of San Diego.  
J. M. Moriarty and Zelia Moriarty further agree that this agreement shall be bind-  
ing 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.  
J. M. MORIARTY ZELIA MORIARTY

(Address)  
STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 7th day of November, A.D. Nineteen Hundred and forty-one, before me,  
Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly com-  
missioned and sworn, personally appeared J. M. Moriarty and Zelia Moriarty 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.  
CLARK M. FOOTE JR.  
Notary Public in and for the County of San Diego,  
My commission expires Mar. 20, 1943. State of California  
RECORDED NOV 14 1941 5 min. past 9 A.M. in Book 1269 at page 252 of official  
records, San Diego Co., Cal. Recorded at request of City Clerk.  
ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from J. M. and Zelia Moriarty; being Document No. 333882.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis Patten Deputy

A G R E E M E N T  
WHEREAS, Frank H. Woolman is the owner of Lots 11 & 12 Block I Middletown City &  
County of San Diego, Calif. also known as 1040 Union 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 12th day of November, by Frank H. Woolman  
that he will, for and in consideration of the permission granted him to remove 45 feet of  
curbing on C 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.  
Frank H. Woolman 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,  
F. H. WOOLMAN  
116 E. Redwood San Diego Calif.

STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 12th day of November, A.D. Nineteen Hundred and Forty-one, before me,  
Selma Young, a Notary Public in and for said County, residing therein, duly commissioned  
and sworn, personally appeared F. H. Woolman known to me to be the person described in and  
whose name is subscribed to the within instrument and acknowledged to me that he executed  
the same.

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

(SEAL)

My commission expires Feb. 27, 1945

RECORDED NOV 14 1941 5 min. past 9 A.M. in Book 1278 at page 101 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

SELMA YOUNG

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

ROGER N. HOWE, County Recorder

By Deputy Glen L. Straw

J. HARRINGTON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from F. H. Woolman; being Document No. 333912.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### A G R E E M E N T

For and in consideration of being given permission to build a hobby room and studio and pergola (one structure) on Lots 8 and 10, Block 2, DePuy's Subdivision, which property is in zone R-2, I hereby agree not to use the structure erected in accordance with the approval hereby given as a plumbing shop or in connection with the existing plumbing shop on said property. I further agree that this structure will not be used in violation of the R-2 zone, as such zones are defined in Ordinance 8924 and amendments thereto of the ordinances of the City of San Diego.

K. DIEDERICHSEN

2370 Soto Street

San Diego, California

Subscribed and sworn to before me this 13th day of November, 1941.

MARCIA KERNS

(SEAL)

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

RECORDED NOV 17 1941 2 min. past 9 A.M. in Book 1280 at page 66 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. Cole

NOLA N. PFAHLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement from K. Diederichsen re use of hobby room and studio and pergola; being Document No. 333958.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

#### A G R E E M E N T

WHEREAS, San Diego Federal Savings and Loan Association is the owner of Lot 10 Block 17 Eastern Add'n. 2420 - 33rd 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 5th day of November, by San Diego Federal Savings and Loan Association that we will, for and in consideration of the permission granted us to remove 10 feet of curbing on 33rd St. 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.

San Diego Federal Savings and Loan Association further agrees 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 Secty

1027 Sixth Avenue, San Diego, California

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 12th day of November, A.D. Nineteen Hundred and forty-one, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edwin 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 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 March 19, 1944

RECORDED NOV 17 1941 2 min. past 9 A.M. in Book 1280 at page 65 of official records, San Diego Co., Cal. Recorded at request of Grantee.

VIRGINIA MILLS

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

ROGER N. HOWE, County Recorder

By Deputy D. Cole

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 removal agreement from San Diego Federal Savings and Loan Association; being Document No. 333959.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, San Diego Federal Savings and Loan Association is the owner of So. 60 ft. Lot 13 Hegg's Ocean View Add'n. 5075 Mission 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 5th day of November, by San Diego Federal Savings and Loan Association that we will, for and in consideration of the permission granted us to remove 10 feet of curbing on Mission Blvd. 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.

San Diego Federal Savings and Loan Association 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.

SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION  
EDWIN JOHNSON Secty  
1027 Sixth Avenue, San Diego, California

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 12th day of November, A.D. Nineteen Hundred and forty-one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edwin 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 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 March 19, 1944

RECORDED NOV 17, 1941 2 min. past 9 A.M. in book 1270 at page 244 of official records, San Diego Co., Cal. Recorded at request of Grantee.

VIRGINIA MILLS  
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.  
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 removal agreement from San Diego Federal Savings and Loan Association; being Document No. 333960.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS            is the owner of Lots 318 & 317 Talmadge #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 12 day of November, by Cooley & Grizzle that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Alder Place 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.

Cooley and Grizzle 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.

COOLEY & GRIZZLE - Geo. E. Cooley  
4788 El Cajon Ave.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 12 day of Nov., A.D. Nineteen Hundred and forty one, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George E. Cooley 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 14, 1942

RECORDED NOV 17 1941 2 min. past 9 A.M. in book 1270 at page 243 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

ROGER N. HOWE, County Recorder  
By Deputy C. Dole

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 removal agreement from Cooley & Grizzle; being Document No. 333962.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Cooley & Grizzle are the owners of Lots 316 & 317 Talmadge #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 12 day of November, by Cooley & Grizzle that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Alder Place 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.

Cooley & Grizzle 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.

COOLEY & GRIZZLE      Geo. E. Cooley  
4788 El Cajon

STATE OF CALIFORNIA,      }  
County of San Diego      } ss

On this 12 day of Nov., A.D. Nineteen Hundred and forty one, before me Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George E. Cooley, 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)      PAUL BOLTZ  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires June 14, 1942  
RECORDED NOV 17 1941 2 min. past 9 A.M. in book 1279 at page 95 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. OSGOOD - 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 removal agreement from Cooley & Grizzle; being Document No. 333963.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Wilbur Ober & Ruth W. Ober are the owners of East 90 ft of lots 17 & 18 Block 3 Florence Heights Addn. and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 November, by Wilbur Ober & Ruth W. Ober that they will, for and in consideration of the permission granted them to remove 42 feet of curbing on Albatross 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.

Wilbur Ober & Ruth W. Ober 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.

WILBUR OBER & RUTH W. OBER  
959 N Lake Pasadena

STATE OF CALIFORNIA      }  
County of Los Angeles      } ss

On this 8 day of November, A.D. Nineteen Hundred and 41, before me, Marjorie C. Secrest, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wilbur Ober & Ruth W. Ober 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 Pasadena, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)      MARJORIE C. SECREST  
Notary Public in and for the County of Los Angeles  
State of California  
My commission expires March 17, 1945  
RECORDED NOV 17 1941 2 min. past 9 A.M. in book 1279 at page 93 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. OSGOOD - 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 removal agreement from Wilbur and Ruth W. Ober; being Document No. 333964.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Tifal & King are the owners of No. 1/2 of Lot 3 Block E Starkey's Prospect Park (635 Bon Air 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 7th day of November, 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Bon Air Street adjacent to the above described property, binding 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.

TIFAL & KING      Scott King  
2880 El Cajon Avenue, San Diego

STATE OF CALIFORNIA,        )  
County of San Diego        ) ss

On this 10 day of Nov., A.D. Nineteen Hundred and 41, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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 14, 1942

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

PAUL BOLTZ

My commission expires June 14, 1942  
RECORDED NOV 19 1941 min. past 1 P.M. in book 1275 at page 169 of official records  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
this document in above mentioned book.  
C. JOHNSON

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 removal agreement from Tifal & King; being Document No. 334000.

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

By Francis Tatten Deputy

# A G R E E M E N T

WHEREAS, Tifal & King are the owners of So. 1/2 of Lot 10 Block H Starkey's Prospect Park (524 Gravilla 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 7th day of November, 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Place adjacent to the above described property, binding 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 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.

TIFAL & KING Scott King  
2880 El Cajon Avenue

STATE OF CALIFORNIA,  
County of San Diego

} ss

On this 10 day of Nov., A.D. Nineteen Hundred and 41, before me, Paul Boltz, a Notary Public in and for said County, Residing therein, duly commissioned and sworn, personally appeared Scott King 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 14, 1942

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

PAUL BOLTZ

RECORDED NOV 19 1941 min. past 1 P.M. in book 1267 at page 391 of official records, San Diego Co., Cal. Recorded at request of Grantee.

By Deputy D. Cole  
this document in above mentioned book.  
ORPHA HARBAUGH #18

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 removal agreement from Tifal & King; being Document No. 334001.

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

By Francis Patton Deputy

A G R E E M E N T

WHEREAS, Tifal and King are the owners of So. 1/2 of Lot 9, Block H Starkeys Prospect Park (530 Gravilla 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 7th day of November, 1941, by Tifal and King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Place adjacent to the above described property, binding 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 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.

TIFAL & KING  
Scott King  
2880 El Cajon Avenue

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 10 day of Nov., A.D. Nineteen Hundred and 41, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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 June 14, 1942  
RECORDED NOV 19 1941 min. past 1 P.M. in book 1267 at page 392 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from Tifal & King; being Document No. 334002.

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

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Tifal and King are the owners of Lot So. 1/2 of 2 Block H Starkeys Prospect Park 644 Gravilla 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 7th day of November, 1941, by Tifal and King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 644 Gravilla Place adjacent to the above described property, binding 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.

TIFAL & KING Scott King  
2880 El Cajon Avenue

STATE OF CALIFORNIA )  
County of San Diego ) ss.

On this 10 day of Nov., A.D. Nineteen Hundred and 41, before me, Paul Boltz, a Notary public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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 June 14, 1942  
RECORDED NOV 19 1941 min. past 1 P.M. in book 1267 at page 392 of official records San Diego Co. Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from Tifal & King; being Document No. 334003.

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

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Tifal & King are the owners of No. 1/2 of Lot 1 Block E Starkey's Prospect Park (653 Bon Air 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 7th day of November, 1941, Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on BonAir Street adjacent to the above described property, binding 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.

heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

TIFAL & KING      Scott King  
2880 El Cajon Avenue

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

On this 10 day of Nov., A.D. Nineteen Hundred and 41, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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.

PAUL BOLTZ

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

My commission expires June 14, 1942

RECORDED NOV 19 1941 min. past 1 P.M. in book 1267 at page 393 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.

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 removal agreement from Tifal & King; being Document No. 334004.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Tatten Deputy

# A G R E E M E E N T

WHEREAS, Tifal and King are the owners of So. 1/2 of Lot 1 Block E Starkeys Prospect Park 656 Gravilla 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 7th day of November, 1941, by Tifal and King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Place adjacent to the above described property, binding 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.

TIFAL & KING      Scott King  
2880 El Cajon Avenue

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

On this 10 day of Nov., A.D. Nineteen Hundred and 41, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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.

PAUL BOLTZ

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

My commission expires June 14, 1942

RECORDED NOV 19 1941 min. past 1 P.M. in Book 1267 at page 394 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.

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 removal agreement from Tifal & King; being Document No. 334005.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Fatten Deputy

## A G R E E M E N T

WHEREAS, Piggly Wiggly of San Diego, Inc. are the owners of Lots 7 & 8 Block 5 Re-subdivision of Blks 5, 6, 15 & 16 Crittenden's Addn. and,

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

THIS AGREEMENT, signed and executed this 15 day of Nov. 1941, by Piggly Wiggly of San Diego, Inc. that we will, for and in consideration of the permission granted us to remove 25 feet of curbing on Sixth Street 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 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.

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 Sec'y-Treas.  
306 - 8 Ave. P.O.Box 1030  
San Diego Calif.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 15 day of November, A.D. Nineteen Hundred and forty one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. B. Beaudry Secy-Treas 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. N. JOHNSON  
Notary Public in and for the County of San Diego,  
State of California

RECORDED NOV 19 1941 min. past 1 P.M. in book 1267 at page 395 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.

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 removal agreement from Piggly Wiggly of San Diego, Inc., being Document No. 334051.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Anita Wells & James H. Wells are the owners of Lots 1, 2, 3, 4 Block 5 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 5th day of November, by them that they will, for and in consideration of the permission granted them to remove 20 feet of curbing on Menlo Ave. 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.

JAMES H. WELLS ANITA WELLS  
2445 San Marcos Ave.

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 5th day of November, A.D. Nineteen Hundred and 41, before me, Robert B. Burch Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James H. Wells and Anita Wells 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)

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

RECORDED NOV 19 1941 min. past 1 P.M. in book 1266 at page 408 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.

Copyist County Recorder's Office, S.D. County, Calif. M. METHENY - 16

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Anita and James H. Wells; being Document No. 334052.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

A G R E E M E N T

WHEREAS, Mrs. Gabriel Berg is the owner of Lot 975 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 30 day of October, by Mrs. Gabirel Berg that she will, for and in consideration of the permission granted her to remove 15 feet of curbing on 4825 Adams Ave. adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

Mrs. Gabriel Berg 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.

MRS. GABRIEL BERG (MARIE)

(Address)

STATE OF CALIFORNIA )  
County of San Diego ) ss

On this 1st day of November, A.D. Nineteen Hündred and Forty-one, before me, Max Gundry, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. 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 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 July 24, 1945

RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1281 at page 188 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

MAX GUNDRY

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

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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 removal agreement from Mrs. Gabriel Berg; being Document No. 334125.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis S. Bowers 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 EIGHTY-FIVE DOLLARS (\$85.00), 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 13th day of November, 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 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, 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 13th day of November, 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)

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

I hereby approve the form of the foregoing Undertaking this 21 day of November, 1941.

JACOB WEINBERGER 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. 75501 passed and adopted on the 4th day of November, 1941, require and fix the sum of \$85.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Logan Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 25th day of November, 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:

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, 1941, to-wit, to and including November 15, 1942.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Logan Avenue Lighting District No. 1", filed August 19, 1941, 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 Thirty-nine Dollars (\$339.00) 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 "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 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 Thirty-nine Dollars (\$339.00) 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 Thirty-nine Dollars (\$339.00).

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 President in Charge of Sales

THE CITY OF SAN DIEGO  
By P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

(SEAL)

ATTEST: FRED W. SICK City Clerk  
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 21 day of November, 1941.

JACOB WEINBERGER 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. 334158.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patterson Deputy

## A G R E E M E N T

WHEREAS, The Dennstedt Co. is the owner of Lot 1 Block 3 Pacific Pines and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Nov. 1941, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 1775 Oliver St. 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.

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

THE DENNSTEDT CO.

E. W. Dennstedt, Pres.

(Address)

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 13th day of November, A.D. Nineteen Hundred and Forty one, 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)

My commission expires Nov. 10, 1943

RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1276 at page 266 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

MARIE D. SPARKS

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

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from The Dennstedt Co.; being Document No. 334110.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

## A G R E E M E N T

WHEREAS, Olive F. Ruff is the owner of Lot 23 La Mesa Colony and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 November, 1941 by Olive F. Ruff that she will, for and in consideration of the permission granted her to remove 40 feet of curbing on El Cajon Blvd. adjacent to the above described property, binds herself, her heirs 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.

Olive F. Ruff 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.

OLIVE F. RUFF  
6361 El Cajon

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 17th day of November, A.D. Nineteen Hundred and forty one, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Olive F. Ruff 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)

RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1276 at page 256 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

AUGUST M. WADSTROM

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

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Olive F. Ruff; being Document No. 334111.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten , Deputy

A G R E E M E N T

WHEREAS, Mrs. Radee Malette is the owner of Lot 38 Block 5 Point Loma Hghts and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 18th day of November, by me that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on 3549 Sterne St. 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 there-with at my own expense and with no cost or obligation on the part of The City 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. RADEE MALETTE  
3549 Sterne St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 18th day of November, A.D. Nineteen Hundred and forty-one, before me, James T. Morris Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Radee Malette 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.

JAMES T. MORRIS JR.

(SEAL) Notary Public in and for the County of San Diego,  
My commission expires March 27, 1945 State of California

RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1276 at page 257 of official re-records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Mrs. Radee Malette; being Document No. 334112.

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

By *Francis Patton* 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 SIX DOLLARS (\$606.00), 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 13 day of November, 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 Pacific Highway, between the northerly line of Broadway and the southerly line of Harasthy 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.

Total amount of premium charged, \$6.06.

(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

I hereby approve the form of the foregoing Undertaking this 21 day of November, 1941.  
JACOB WEINBERGER 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. 75502 passed and adopted on the 4th day of November, 1941, require and fix the sum of \$606.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK  
City Clerk of The City of San Diego.

(SEAL)  
STATE OF CALIFORNIA, }  
County of San Diego. } ss

On this 13th day of November, 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) FRANCES S. BOWERS  
Notary Public in and for said San Diego County  
State of California

CONTRACT FOR STREET LIGHTING

Pacific Highway Lighting District No. 1

THIS AGREEMENT, made and entered into this 25th day of November, 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:

PACIFIC HIGHWAY, between the northerly line of Broadway and the southerly line of Harasthy Street.

Such furnishing of electric current shall be for a period of one year from and including November 5, 1941, to-wit, to and including November 4, 1942.

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 7, 1941, 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 Four Hundred Twenty-one and 60/100 Dollars (\$2,421.60) 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 "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 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 Four Hundred Twenty-one and 60/100 Dollars (\$2,421.60) shall be paid out of any other fund than said special fund designated as "Pacific Highway Lighting District 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 Four Hundred Twenty-one and 60/100 Dollars (\$2,421.60).

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 GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY Vice President in Charge  
of Sales

THE CITY OF SAN DIEGO  
By P. J. BENBOUGH  
FRED W. SIMPSON  
L. F. WEGGENMAN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

(SEAL)  
ATTEST: FRED W. SICK City Clerk  
By Helen M. Willig, Deputy

I hereby approve the form of the foregoing contract, this 21 day of November, 1941.

JACOB WEINBERGER 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. 334159.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Pacific Greyhound Lines, is the owner of Lots J and K, Block G Hortons Sub-division in the City of San Diego, California, and,

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

THIS AGREEMENT, signed and executed this 19th day of November 1941, by Pacific Greyhound Lines, that they will, for and in consideration of the permission granted them to remove 100 feet of curbing on First Street adjacent to the above described property, bind Pacific Greyhound Lines, to, and they 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.

Pacific Greyhound Lines further agree that this agreement shall be binding on Pacific Greyhound Lines, 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.

PACIFIC GREYHOUND LINES  
By F. W. ACKERMAN Vice Pres.

STATE OF CALIFORNIA }  
City and County of } ss  
San Francisco }

On this 19th day of November in the year One Thousand Nine Hundred and Forty-one before me, Catherine E. Keith, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared F. W. Ackerman known to me to be the Vice-President of Pacific Greyhound Lines, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

CATHERINE E. KEITH  
(SEAL) Notary Public in and for the City and County of San Francisco, State of California.  
My Commission expires October 20, 1942  
RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1276 at page 263 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Pacific Greyhound Lines; being Document No. 334190.

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

By *Francis Patton* Deputy

A G R E E M E N T

WHEREAS, Paul Sisson is the owner of Lots 1, 2, and 3 Block 121 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 10th day of October, by Paul Sisson that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 2847 El Cajon Blvd. adjacent to the above described property, bind him Paul Sisson 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.

Paul Sisson 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.

PAUL SISSON  
4332 - 30th St. San Diego

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 19th day of Nov., A.D. Nineteen Hundred and 41, before me, Page O'Brien, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul Sisson 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 North Island, County of San Diego, State of California, the day and year in this certificate first above written.

PAGE O'BRIEN  
(SEAL) Notary Public in and for the County of San Diego, State of California  
My commission expires Aug. 14, 1944

RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1276 at page 265 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Paul Sisson; being Document No. 334192.

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

By *Francis Patton* Deputy

## A G R E E M E N T

WHEREAS, Daniel Hall is the owner of Lot 8 Block 7 Marine View and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 October, 1941, by Daniel Hall that I will, for and in consideration of the permission granted me to remove 15 feet of curbing on Lark St. 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.

DANIEL HALL  
3066 5th Ave.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 15th day of October, A.D. Nineteen Hundred and Forty-one, before me, E. V. Aldridge a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Daniel 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 - - - - , County of San Diego, State of California, the day and year in this certificate first above written.

E. V. ALDRIDGE

(SEAL)

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

RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1264 at page 473 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

I certify that I have correctly transcribed this document in above mentioned book.  
W 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 removal agreement from Daniel Hall; being Document No. 334247.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

## LESSOR

## USE AND OCCUPANCY PERMIT

WHEREAS, the United States of America is at present engaged in a nation-wide program of furnishing recreational facilities for persons engaged in National Defense; and

WHEREAS, the United States Government has requested The City of San Diego to permit it to use and occupy a portion of one of the buildings located in Balboa Park, in said City, for the purpose of establishing therein a recreation center;

NOW, THEREFORE, in consideration of the foregoing, The City of San Diego, represented by its City Manager, hereinafter referred to as the permitter, hereby grants to the United States of America, hereinafter referred to as the permittee, the right to use and occupy a portion of that certain building in Balboa Park, commonly known and referred to as the "Food and Beverage Building," being Building No. 25 as shown upon the plat of the General Plan of the Exposition Area of said Park, on file in the office of the City Park Director, to be used as a recreation center for persons engaged in National Defense. The portion of said building so to be used and occupied is 150 feet of the westerly wing of the south level thereof.

This permit is granted and accepted subject to the following terms and conditions:

(1) This permit shall be for a period of five (5) years from the date hereof; provided that the permittee at any time prior to the expiration of said five-year period shall have the option of a renewal for an additional five (5) years.

(2) The Government shall have the right, during the existence of this permit, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises; 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 permit, or may be left in place on the premises, at the option of the Government; provided, however, that changes or alterations of the exterior of the building are not authorized and are prohibited.

(3) The permittee shall at its own expense maintain and keep in repair the portion of said building used and occupied by it, and shall pay for all utilities used by or furnished to it, or in connection with the activities conducted therein, including water.

(4) Permittee is under no obligation to replace the interior of the building in the condition in which the same is now, but must either leave the building as altered by it or replace the interior, at its option.

(5) The permitter shall not under or by reason of this permit, or by reason of anything contained herein, assume any responsibility or incur any expense or liability whatsoever in connection with the permittee's occupancy and use of the premises described herein.

(6) The permittee is not to be considered as acquiring hereunder any permanent interest whatever in said building or in the land upon which it stands.

(7) This permit is restricted and shall not be assigned or succeeded to in any manner, except upon the consent of The City of San Diego, evidenced by a resolution regularly adopted by its City Council.

(8) In event permittee shall not use and occupy said premises for the purposes herein contemplated within six (6) months from date hereof, or shall cease to use the same at any time hereafter for a period of twelve (12) consecutive months, the permitter shall have the right by resolution of its City Council to terminate this permit and all rights and privileges granted hereunder, save and except the right of permittee to remove fixtures and other property placed, made or attached by it, to or in said premises.

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 permit to be executed on its behalf by the City Manager this 28th day of October, 1941.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

(SEAL)  
ATTEST: FRED W. SICK  
City Clerk

This permit is also executed on behalf of the United States of America by C. M. Clifford, Captain, Q.M.C. in acknowledgement of the acceptance of the terms and conditions herein set forth.

Dated this 17th day of November, 1941.

THE UNITED STATES OF AMERICA  
By C. M. CLIFFORD  
C.M.Clifford, Captain, Q.M.Corps,  
Contracting Officer

I hereby approve the foregoing Use and Occupancy Permit this 28th day of October, 1941.

JACOB WEINBERGER 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 Occupancy Permit with the United States of America for use of portion of the Food and Beverage Bldg. by U.S.O.; being Document No. 334248.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Horace B. Albright is the owner of Lots G and H Block 73 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 21st day of November 1941, by Horace B. Albright that he will, for and in consideration of the permission granted him to remove 25 feet of curbing on G Street 30 Ninth 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.

Horace B. Albright 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.

HORACE B. ALBRIGHT  
702 Ninth Avenue San Diego Cali.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 21 day of Nov., A.D. Nineteen Hundred and 41, before me, Lydia Porter a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Horace B. Albright 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) LYDIA PORTER  
Notary Public in and for the County of San Diego,  
State of California

My commission expires Aug. 28, 1942  
RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1264 at page 474 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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 removal agreement from Horace B. Albright; being Document No. 334250.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, R. A. Vurgerson is the owner of Lot 248 Kensington Hts. #3 and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Nov. 1941, by R. A. Vurgerson that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 5230 Canterbury Dr. adjacent to the above described property, binding R. A. Vurgerson 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.

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

RAY A. VURGERSON  
5230 Canterbury Dr.

STATE OF CALIFORNIA

County of San Diego

ss

On this 22d day of November, A.D. Nineteen Hundred and forty-one, before me, Lela I. Stillman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ray A. Vurgason 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) LELA I. STILLMAN  
Notary Public in and for the County of San Diego,  
My commission expires April 15, 1944 State of California  
RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1284 at page 62 of official  
records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw  
I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from R. A. Vurgerson; being Document No. 334251.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

AGREEMENT FOR MODIFICATION OF TIDELAND LEASE

THIS AGREEMENT, made and entered into this 13th day of November, 1941, by and between The City of San Diego, a municipal corporation, acting by and through the Harbor Commission thereof, party of the first part, and The Atchison, Topeka and Santa Fe Railway Company, a corporation, party of the second part, WITNESSETH:

THAT WHEREAS, The City of San Diego, as lessor, entered into a certain tideland lease with The Atchison, Topeka and Santa Fe Railway Company, as lessee, bearing date the first day of November, 1932, which said lease is on file in the office of the City Clerk bearing Document No. 280467, and recorded in Book 7, page 378, Records of said City Clerk; and

WHEREAS, the parties hereto desire to amend and modify said lease in certain particulars hereinafter mentioned;

NOW, THEREFORE, in consideration of the mutual consent of the parties hereto, said lease of November 1st, 1932, is hereby amended and modified in the following particulars, and none other, to-wit:

(1) The term of said lease shall be for a period of fifty (50) years from the date of this agreement.

(2) The area of tidelands described in said lease on pages 1 and 2 thereof, is hereby amended to read as follows:

A triangular shaped parcel of land in The City of San Diego, County of San Diego, State of California, adjacent to the unnumbered Pueblo Lot known as the "Hartupee Tract," being a portion of the tidelands of said City, according to the map thereof filed as Miscellaneous Map No. 18 in the office of the County Recorder of said County, said parcel being more particularly described as follows:

Beginning at the point of intersection of the northeasterly line of The Atchison, Topeka and Santa Fe Railway Company's 100 foot right of way with the Mean High Tide Line for the Bay of San Diego, as said Mean High Tide Line was established by that Superior Court Action numbered 35473, said point being north 17° 20' 15" east 91.344 feet from the southwesterly end of that certain course designated north 17° 20' 15" east 120.21 feet on said Mean High Tide Line; thence north 35° 30' 55" west along the said northeasterly line of The Atchison, Topeka and Santa Fe Railway Company's 100 foot right of way a distance of 675.23 feet to a point in the southwesterly line of the proposed northwesterly extension of Colton Avenue 100 feet wide; thence south 52° 06' 10" east along the said southwesterly line of the proposed northwesterly extension of Colton Avenue a distance of 551.54 feet, more or less, to an intersection with the said Mean High Tide Line; thence in a general southerly direction along the said Mean High Tide Line the following courses: First South 9° 37' 05" west a distance of 84.085 feet; thence south 11° 28' 05" west a distance of 102.369 feet; thence south 17° 20' 15" west a distance of 28.866 feet, more or less, to the point or place of beginning, containing 53,616 square feet of tideland area.

Said above-described premises being shown upon Drawing No. 14-B-1, dated February 25, 1941, hereto attached marked "Exhibit A," and by reference thereto made a part 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 said The Atchison, Topeka and Santa Fe Railway Company 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 R. H. VAN DEMAN  
EMIL KLICKA  
WILLIAM E. HARPER  
Members of the Harbor Commission  
of The City of San Diego.

THE ATCHISON, TOPEKA AND SANTA FE  
RAILWAY COMPANY  
By F. G. GURLEY Its Vice President

(SEAL)  
ATTEST: C. W. JONES Assistant Secretary  
I hereby approve the form of the foregoing Agreement this 27th day of June, 1941.  
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 July, A.D. 1941, before me, Zola E. Gartner, a Notary Public in and for said County, personally appeared R. H. VanDeman, Emil Klicka and W. E. Harper (William E. Harper), known to me to be the members of the Harbor Commission of The City of

San Diego, known to me to be the persons who executed the within instrument on behalf of The City of San Diego, the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL) My commission expires July 8-1943 Notary Public in and for the County of San Diego State of California ZOLA E. GARTNER

STATE OF ILLINOIS } ss  
County of Cook

On this 25th day of October, in the year one thousand nine hundred and forty-one, before me, George L. Garver a Notary Public in and for the County of Cook State of Illinois, personally appeared F. G. Gurley known to me to be the Vice President of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed 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 said County the day and year in this certificate first above written.

(SEAL) Notary Public in and for said County of Cook State of Illinois GEORGE L. GARVER

STATE OF CALIFORNIA } ss  
County of Los Angeles

On this 4th day of November in the year one thousand nine hundred and forty-one before me, S. A. Forrester a Notary Public in and for said County of Los Angeles, State of California, personally appeared C. W. Jones known to me to be the Assistant Secretary of the Corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed 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 said County the day and year in this certificate first above written.

(SEAL) Notary Public in and for said County of Los Angeles State of California EXHIBIT A Drawing 14-B-1 S. A. FORRESTER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Modification of Tideland Lease with Atchison Topeka and Santa Fe Railway Company; being Document No. 334259.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Charles F. Locke is the owner of Lots A and B Block 233 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- - -day of November 1941, by- - -that I will, for and in consideration of the permission granted me to remove 20 feet of curbing on First 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, Charles F. Locke do 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.

CHARLES F. LOCKE  
3609 Fairmount St. San Diego, California

STATE OF CALIFORNIA, } ss  
County of San Diego

On this 26th day of November, A.D. Nineteen Hundred and Forty One, before me, John C. Morris, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles F. Locke known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Notary Public in and for the County of San Diego, State of California My commission expires Jan. 18, 1945 JOHN C. MORRIS

RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1279 at page 277 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. OSGOOD - 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 removal agreement from Charles F. Locke; being Document No. 334260.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patten* Deputy

## A G R E E M E N T

WHEREAS - - - - - is the owner of Lot 1 Block F Redland Gardens and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 November, by Marguerite Weems that she will, for and in consideration of the permission granted- - - to remove 14 feet of curbing on Redlands Drive 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.

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

CLARENCE B. WEEMS

MARGUERITE WEEMS

--- (Address) ---

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 26th day of November, A.D. Nineteen Hundred and forty one, before me, S. C. Grable a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marguerite Weems 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.

S. C. GRABLE

(SEAL)

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

My commission expires June 26 1944

RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1279 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.

V. OSGOOD - 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 removal agreement from Clarence B. and Marguerite Weems; being Document No. 334261.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Tatten* Deputy

## L E A S E

THIS INDENTURE OF LEASE, made and entered into this 11th day of September, 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 General Petroleum Corporation of California, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease 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 U. S. Bulkhead Line is now established for the Bay of San Diego, distant 1484.33 feet northwesterly from U. S. Bulkhead Station #183; thence at right angles south 39° 10' west a distance of 30 feet to a point; thence northwesterly on a line parallel to and distant 30 feet southwesterly from the said U. S. Bulkhead Line a distance of 400 feet to a point; thence at right angles north 39° 10' East a distance of 30 feet to a point on the said U. S. Bulkhead Line; thence southeasterly along the said U. S. Bulkhead Line to the point or place of beginning, containing an area of 12,000 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 part thereof unto the said lessee for the period of ten (10) years, beginning on the 1st day of October, 1941, and ending on the 30th day of September, 1951, at and for the monthly rental of one hundred dollars (\$100.00), payable 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.

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 the fisheries, or in any manner become inconsistent with the trusts upon which 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 upon payment to the lessee 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 lessee as are authorized or permitted under the terms of this lease, but shall not be held to include or require compensation to be paid in any amount to the lessee for any damage to or interference with the loss of business or franchise occasioned by any such termination.

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 herein-after provided, to-wit:

(1) That the demised premises shall be used only for the purpose of constructing and maintaining thereon an apron wharf to be used in connection with the business of said lessee.

(2) That all plans for structures and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and Planning Commission of said City.

(3) 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 leased lands hereinabove described.

(4) 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 improvements 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 its own cost and expense, and without any claim or right to damages or compensation therefore; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(5) 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 written 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 City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(6) 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 unless this lease shall have been terminated for a cause herein provided, upon the expiration of the term hereby granted the lessee 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 ten (10) years; provided, further, that if the lessee 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. The failure of the lessee to give said notice of renewal shall relieve the City from any obligation to make such renewal.

In the event that the lessee shall exercise the option herein provided for, the rental to be paid for such extended term of ten (10) years shall be agreed upon by The City of San Diego and said lessee; provided, that if an agreement cannot be reached then the matter shall be determined by submission to a Board of Arbitrators consisting of three members. One arbitrator shall be selected by the City and one arbitrator by the lessee, and the two arbitrators so selected shall select a third. The decision of such board shall be final, and both the City and the lessee shall be bound thereby.

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, 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 KLIKA  
WILLIAM E. HARPER  
Members of the Harbor Commission  
of The City of San Diego

GENERAL PETROLEUM CORPORATION OF CALIFORNIA                      Lessee  
By A. H. DE FRIEST Vice President

(SEAL)  
ATTEST: T M VAIL

Assistant Secretary

I hereby approve the form of the foregoing Lease, this 8th day of Sept., 1941.

JACOB WEINBERGER City Attorney

By H. B. DANIEL Assistant City Attorney

EXHIBIT A Drawing No. 37-B-1

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with General Petroleum Corporation of California; being Document No. 334265.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

#### AGREEMENT AMENDING TIDELAND LEASE

THIS AGREEMENT, made and entered into this 4th day of November, 1941, by and between The City of San Diego, acting through the Harbor Commission thereof, hereinafter sometimes referred to as the City, party of the first part, and General Petroleum Corporation of California, hereinafter sometimes referred to as the Corporation, party of the second part, WITNESSETH:

WHEREAS, said City, as lessor, and said Corporation, as lessee, heretofore entered into a lease for certain tidelands belonging to said City, which said lease bears date of January 3, 1936, and is on file in the office of the City Clerk under Document No. 295969,

and recorded in Book 9, page 38, Records of said City Clerk; and

WHEREAS, the term of said lease began on the 15th day of November, 1935, and is to end on the 14th day of November, 1945; and

WHEREAS, said City and said Corporation have entered into or are about to enter into an additional lease for certain tidelands of the City for a period of ten (10) years beginning on the 1st day of October, 1941, and ending on the 30th day of September, 1951, with an option to renew the same for an additional period of ten (10) years; the premises covered by said lease to be used in connection with the business of the Corporation conducted upon the premises described in the lease first hereinabove mentioned; and

WHEREAS, it is the mutual desire of the parties hereto that said lease of January 3, 1936, be amended so that the term thereof correspond to the term provided for in said lease of October 1, 1941;

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed that the term of said lease between the City and the Corporation, dated January 3, 1936, hereinabove referred to, be, and the same is extended from the 14th day of November, 1945, to the 30th day of September, 1951, and that the rental for said extended term is hereby fixed at the sum of five cents (5¢) per square foot per year.

It is further understood and agreed that unless said lease shall have been terminated for a cause therein provided, upon the expiration of the term therein granted and as said term is by this agreement extended, the Corporation, as lessee therein, shall, provided it is not then in default as to any of the terms and conditions in said lease contained, have the right to a renewal thereof upon the same terms and conditions and for the same purposes and uses, for an additional period of ten (10) years; provided, 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 said lease. The failure of the Corporation to give said notice of renewal shall relieve the City from any obligation to make such renewal. In the event that the Corporation shall exercise the option herein provided for, the rental to be paid for such extended term of ten (10) years shall be agreed upon by The City of San Diego and said Corporation; provided that if an agreement cannot be reached then the matter shall be determined by submission to a board of arbitrators consisting of three (3) members. One arbitrator shall be selected by the City and one arbitrator by the Corporation, and the two arbitrators so selected shall select a third. The decision of such board shall be final and both the City and the Corporation shall be bound thereby.

All the terms and conditions of said lease shall remain in full force and effect, save and except as by this agreement specifically changed or modified.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of said City, acting for and on behalf of said City, has 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 above written.

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

THE CITY OF SAN DIEGO  
By R. H. VAN DEMAN  
EMIL KLIČKA  
WILLIAM E. HARPER  
Members of the Harbor Commission  
of the City of San Diego

ATTEST:

T. M. VAIL

Assistant Secretary

GENERAL PETROLEUM CORPORATION OF CALIFORNIA

By A. H. DE FRIEST Vice-President

(SEAL)

I hereby approve the form of the foregoing Agreement amending Tideland Lease this 28th day of October, 1941.

JACOB WEINBERGER 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 amending tideland lease with General Petroleum Corporation of California; being Document No. 334266.

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

By *Francis Patten* Deputy

#### AGREEMENT AMENDING AND MODIFYING AGREEMENT DATED THE 8TH DAY OF JULY, 1929.

THIS AGREEMENT, made the 24th day of November, 1941, by and between Sweetwater Fruit Company, a corporation, party of the first part, and The City of San Diego, a municipal corporation, party of the second part, WITNESSETH:

THAT WHEREAS, said parties entered into a certain agreement dated the 8th day of July, 1929, which said agreement is recorded in Book 6, page 300, of Leases and Contracts, records of the City Clerk, wherein and whereby party of the first part granted to the party of the second part a water pipe line right of way over certain lands described therein; and party of the second part agreed to furnish to party of the first part water from its pipe line installed upon said right of way, the portion of said agreement relating thereto being in words and figures, as follows:

"And it is agreed that the party of the second part will deliver from its said mains to the party of the first part, and its successors and assigns forever, water for domestic purposes for not to exceed four (4) residences in the westerly three-quarters of the north half of Section 72, Rancho de la Nacion, at and for the usual rates charged by second party, through a meter to be placed upon the right of way and at a convenient place, for the supplying of such water near the southerly end of such right of way, and that this grant and agreement shall be deemed to take the place of and substitute the original agreement aforesaid between the party of the first part and the Southern California Mountain Water Company."

and

WHEREAS, the parties hereto desire to amend and modify that portion of said agreement hereinabove quoted; and

WHEREAS, a decree of reformation reforming said contract in the manner hereinafter set forth was made and entered on the 14th day of November, 1941, in that certain action in the Superior Court of the State of California, in and for the County of San Diego, entitled,

"Sweetwater Fruit Company, a corporation, plaintiff, vs. City of San Diego, a municipal corporation, and Glen Abbey Incorporated, a corporation, defendants, No. 105441," NOW, THEREFORE,

In consideration of the mutual consent of the parties hereto, and pursuant to said decree, that portion of said agreement dated the 8th day of July 1929, hereinabove quoted, is hereby amended and modified to read as follows:

"It is agreed that the party of the second part will deliver from its said mains to the party of the first part, and its successors and assigns forever, water for domestic purposes for not to exceed four (4) residences, which said residences shall be situated in the northeast quarter or the easterly half of the southwest quarter of Quarter Section 72 of Rancho de la Nacion, at and for the usual rates charged by party of the second part. Such water service shall be measured through a meter or meters, not to exceed four (4) in number, of not greater than three-quarter inch (3/4") size, to be placed upon the right of way of party of the second part at a point or points nearest to the location of said residences. It is further understood and agreed that this grant and agreement shall be deemed to take the place of, and be a substitute for, the original agreement aforesaid between the party of the first part and the Southern California Mountain Water Company."

IT IS FURTHER UNDERSTOOD AND AGREED that all of the terms and conditions of said agreement dated the 8th day of July, 1929, shall remain in full force and effect, save and except as herein specifically amended and modified.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officers, hereunto duly authorized, the day and year first hereinabove written.

(SEAL)  
ATTEST: MARY A. WARD  
Secretary

SWEETWATER FRUIT COMPANY  
By P. M. ALLEN  
President

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

Approved as to form and legality this 24th day of November, 1941.

JACOB WEINBERGER, 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 amended agreement with Sweetwater Fruit Company; being Document No. 334279.

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

By *Francis Patton* Deputy

#### A G R E E M E N T

WHEREAS, Irma Dora Gilmour is the owner of Lots 1-2-3-4-5-6 Block 27 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 27th day of November, 1941, by Irma Dora Gilmour that she will, for and in consideration of the permission granted her to remove 36 feet of curbing on Torrey Road & Ivanhoe Street adjacent to the above described property, bind herself, to, and herself 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.

Irma Dora Gilmour 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.

IRMA DORA GILMOUR

(Address)

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 27th day of November, A.D. Nineteen Hundred and forty-one, before me, Luther Brown, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Irma Dora Gilmour 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) Notary Public in and for the County of San Diego,  
My commission expires March 22, 1944 State of California

RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1269 at page 458 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.

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 removal agreement from Irma Dora Gilmour to the City of San Diego; being Document No. 334299.

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

By *Francis Patton* Deputy

## A G R E E M E N T

WHEREAS, San Diego Pipe & Supply is the owner of Lot 15 Block 47 City Heights 3837 43rd 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 also to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 27 day of November, by San Diego Pipe & Supply Co. that - - - will, for and in consideration of the permission granted - - - to remove 15 feet of curbing on 43rd 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.

ARNOLD RODIECK  
3837 - 43rd St.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 27th day of November, A.D. Nineteen Hundred and Forty-one, before me, Cora Wiedenbeck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arnold Rodieck 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.

CORA WIEDENBECK

(SEAL) Notary Public in and for the County of San Diego  
State of California

My commission expires Sept. 29, 1943

RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1269 at page 458 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.

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 removal agreement from San Diego Pipe & Supply Co.; being Document No. 334300.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Tatten* Deputy

## REVOCABLE PERMIT

WHEREAS, the City of San Diego, California, has applied to the Navy Department for permission to construct a trunk line sewer across the grounds of the low cost housing development (North Unit) and Naval Training Station, San Diego, California, and

WHEREAS, the construction, operation and maintenance of said trunk line sewer on Government land under certain conditions and restrictions will serve a useful purpose and will in no way interfere with the activities of the United States at the aforementioned housing development and Naval Training Station,

NOW THEREFORE, in consideration of the foregoing, the United States of America, represented by the Judge Advocate General of the Navy acting under the direction of the Secretary of the Navy, hereinafter referred to as the Permitter, hereby grants permission to the City of San Diego, California, hereinafter referred to as the Permittee, to construct, operate and maintain a trunk line sewer across the grounds of the low cost housing development (North Unit) and the Naval Training Station at San Diego, California, at the location and in accordance with the details as shown on the blueprint dated August 5, 1941, P.W. Drawing No. NM5/N26-7(14), bearing legend: "Naval Operating Base, San Diego, Calif. Naval Training Station Low Cost Housing-North Unit City Trunk Line Sewer Plan", attached hereto 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 is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land of the United States.

3. This permit is restricted and shall not be assigned or succeeded to in any manner, except by operation of law, without the consent in writing obtained beforehand of the Permitter, and in case of such assignment or succession so consented to, all of the foregoing provisions and conditions shall apply to such substituted permittee.

4. The Permittee undertakes to construct, and to maintain and keep in a state of repair the said trunk line sewer to the satisfaction of the representative of the Navy Department hereinafter designated.

5. In the event the Permittee fails to maintain and keep in a state of repair the said trunk line sewer, the Permitter, after notice to the Permittee, may perform the necessary repairs and charge the cost of same to the Permittee.

6. In the event that future construction or maintenance and repair of the said trunk line sewer necessitates, in the judgment of the Permitter, any expense to the Permitter for the proper upkeep and safeguarding of the Permitter's property, the Permittee shall be liable for such expense.

7. Future construction, and the maintenance and repair of said trunk line sewer and the ingress to and egress from said housing unit development and Naval Training Station grounds shall be subject to such rules and regulations as the naval authorities may, from time to time, prescribe, and all personnel employed by the Permittee, including its contractors and others, who engage in any future construction, maintenance or repair of said facilities, shall likewise be covered by such rules and regulations, and the Permittee undertakes that no work shall be done without complying with all the laws of the State of California and of the United States.

8. Upon completion of any work contemplated by this permit, the Permittee shall promptly remove from the said housing unit development and Naval Training Station grounds all surplus materials and equipment used in the project, and if the Permittee fails or

neglects so to remove the same after reasonable notice in the circumstances, then the Permitter may cause them to be removed at the expense of the Permittee, the cost thereof to be paid to the Permitter on demand, and no claim for any damages against the Permitter or any officer or agent thereof shall be created by or made on account of such removal.

9. In the interest of safety, the representative of the Navy Department hereinafter designated may require the Permittee to provide such safeguards as he in his sole judgment may deem necessary.

10. In case of termination of this permit the Permittee at its sole expense and within ninety (90) days after receipt of notice thereof will remove all its property from the land of the Permitter and restore said land as nearly as practicable to its original condition if so requested by the Permitter. Any expense incurred by the Permitter, after the termination of this permit, in removing any of the property of the Permittee and in restoring its land to its original condition will be reimbursed to the Permitter by the Permittee.

11. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property in connection with future construction or the maintenance or repair of the said trunk line sewer, occasioned in whole or in part by acts or omissions of any persons whomsoever, the Permittee agrees to indemnify and save harmless the Government from and against any loss, expense, liability, claims or demands to which the Permitter may be subjected as a result of such death, loss, destruction or damage, except that if there is concurring negligence on the part of the officers, agents or employees of the Government, the Permitter agrees to submit to the Congress of the United States a statement of the facts in regard thereto and to make appropriate recommendations with respect to indemnifying and saving harmless the Permittee in whole or in part, as circumstances warrant.

12. In case of destruction of or damage to the property of the Permitter by the Permittee, its agents, employees or servants in the course of constructing, maintaining or repairing said trunk line sewer, the Permittee, at the option of the Permitter, and upon demand, shall cause the said property to be replaced or repaired, or it will pay the Permitter the value of the destruction or damage.

13. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this permit or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the permit be for the general benefit of such corporation or company.

14. 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, Naval Operating Base, San Diego, California, is hereby designated and empowered to act as the local representative of the Navy Department.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 22nd day of November, 1941.

UNITED STATES OF AMERICA

By W. B. WOODSON Judge Advocate General  
of the Navy Acting under the direction  
of the Secretary of the Navy.

THIS PERMIT is also executed by City of San Diego, California, in acknowledgment of the acceptance of the terms and conditions therein set forth.

CITY OF SAN DIEGO, CALIFORNIA

By WALTER W. COOPER

City Manager

(SEAL) I HEREBY APPROVE the form of the foregoing Revocable Permit this 12th day of Sept., 1941.

JACOB WEINBERGER City Attorney

H. B. DANIEL Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of revocable permit from United States Navy Department for trunk line sewer across Naval Training Station and Low Cost Housing Unit; being Document No. 334302.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

#### SECOND AMENDMENT TO CONTRACT OF EMPLOYMENT

WHEREAS, The City of San Diego, as party of the first part, and Jack Sneed, as party of the second part, did, on the 28th day of August, 1941, enter into a Contract of Employment whereby the City agreed to employ party of the second part as a cable splicer in the Fire Department of said first party, at the rate of One Dollar Sixty-five Cents (\$1.65) per hour; and

WHEREAS, said contract was amended on the 15th day of September, 1941, changing the rate of compensation from One Dollar Sixty-five Cents (\$1.65) per hour to One Dollar Eighty-five Cents (\$1.85) per hour; and

WHEREAS, Section (c) of said contract of employment provides, among other things, that said contract shall not remain or continue in effect for a period exceeding three (3) months from the date thereof; and

WHEREAS, due to weather conditions and other factors beyond the control of the parties to said agreement, it is now necessary that Jack Sneed, said cable splicer, be retained for an additional period of thirty (30) working days or less (if the said work can be completed in less than said thirty (30) working days), commencing from the 1st day of December, 1941; NOW, THEREFORE,

For and in consideration of the premises and for other valuable considerations, the parties hereto agree that the time of employment provided for in Paragraph (c) of said contract of employment be extended to an additional thirty (30) working days or less, commencing from the 1st day of December, 1941, at the prevailing union rate of One Dollar Eighty-five Cents (\$1.85) per hour.

IN WITNESS WHEREOF, this Second Amendment to Contract of Employment is executed by The City of San Diego, acting by and through its City Manager, under and pursuant to Resolution of its Council No. 75669, adopted on the 25th day of November, 1941, and second party has hereunto affixed his name, this 26th day of November, 1941.

THE CITY OF SAN DIEGO, First Party

By WALTER W. COOPER

City Manager

JACK SNEED

Second Party

I HEREBY APPROVE as to form and legality the foregoing Second Amendment to Contract of Employment this 24th day of November, 1941.

JACOB WEINBERGER, City Attorney

By James J. Breckenridge

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Second Amendment to Contract of Employment - Jack Sneed, Cable Splicer; being Document No. 334307.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patton* Deputy

A G R E E M E N T

WHEREAS, Alphonso T. Johnston is the owner of Lots 17 & 18 Block 5 Ironston and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this first day of December, by Alphonso T. Johnston that I will, for and in consideration of the permission granted me to remove 16 feet of curbing on Armada Terrace 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.

Alphonso T. Johnston 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.

ALPHONSO T. JOHNSTON  
861 Armada Terrace

STATE OF CALIFORNIA, )  
County of San Diego } ss

On this 1st day of December, A.D. Nineteen Hundred and forty one, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alphonso T. Johnston known to me to be the persons 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) AUGUST M. WADSTROM  
Notary Public in and for the County of San Diego,  
State of California

RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1269 at page 459 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.  
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 removal agreement from Alphonso F. Johnston; being Document No. 334377.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patton* Deputy

A G R E E M E N T

WHEREAS, A. L. Sonka is the owner of (Por) E 100' N 65 Lot 23 La Mesa Colony and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 25th day of November, by A. L. Sonka that he will, for and in consideration of the permission granted him to remove 60 feet of curbing on El Cajon (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.

A. L. Sonka 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. L. SONKA  
Lemon Grove, Calif.

STATE OF CALIFORNIA, )  
County of San Diego } ss

On this 25th day of November, A.D. Nineteen Hundred and forty one, before me, Ruth Schulte, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. L. Sonka 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 Lemon Grove, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) RUTH SCHULTE  
Notary Public in and for the County of San Diego,  
State of California

My commission expires Oct. 2, 1944  
RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1269 at page 460 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.  
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 removal agreement from A. L. Sonka; being Document No. 334378.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Datten* Deputy

F.W.A. 6339  
Calif. 4-140

FEDERAL WORKS AGENCY  
Division of Defense Public Works  
Washington

Contract No. WA 10 dpw-12

# CONTRACT

THIS CONTRACT, entered into this 28th day of October, 1941, by the United States of America (herein called the "Government"), acting by and through the Federal Works Administrator (herein called the "Administrator") and the City of San Diego, State of California, (herein called the "City"),

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CITY. The Government acting pursuant to and in accordance with Title II of the Act of October 14, 1940 (Public No. 849, 76th Congress) as amended by the Act of June 28, 1941 (Public No. 137, 77th Congress) hereby employs the City and the City agrees to perform all necessary professional services hereinafter set forth, in connection with the defense public works project, located at San Diego, California, and described as follows: Pipe lines, storage reservoirs and appurtenances, work in connection with water works improvements in the City of San Diego, as set out in the City's application to the Federal Works Agency, Docket Calif. 4-140 (hereinafter called the "Project").

2. CHARACTER AND EXTENT OF SERVICES. The City shall perform all the professional services necessary for the development of the Project to the satisfaction of the Administrator or his duly authorized representative, including (but without limitation) the following:

(a) As to each unit of the Project make the necessary field surveys, make or supervise the necessary borings and test pits and foundation explorations, in such sequence and at such times as may be directed by the Administrator or his duly authorized representative.

(b) As to each unit of the Project prepare and provide 4 sets of preliminary studies, drawings, cost estimates and progress schedules, together with approximate estimates of material requirements, all in detail sufficient to indicate clearly the scope of the work and make possible a reliable estimate of cost, in such sequence and at such times as may be directed by the Administrator or his duly authorized representative.

(c) Adapt Government designs, drawings, specifications, details and standards to the work whenever the same are furnished or designated by the Administrator or his duly authorized representative.

(d) Obtain licenses and/or approvals from local and State authorities when but only when instructed to do so by the Administrator or his duly authorized representative.

(e) Within 20 days after the preliminary studies, drawings, cost estimates and progress schedules are approved, prepare and provide 20 sets of complete working drawings and specifications, satisfactory to the Administrator, or his duly authorized representative, for the effective coordination and efficient execution of the construction work and revise, modify or amplify the drawings and specifications as required by the Administrator, or his duly authorized representative.

(f) Upon request of the Administrator or his duly authorized representative, assist in the preparation of the forms of proposals to be submitted to bidders, stating particularly any alternate bids and unit prices required.

(g) Prepare such large-scale or full-size detail drawings as may be needed to supplement the working drawings and to permit the proper completion of the Project; check all shop and working drawings submitted in connection with the construction work to assure that they will conform with approved drawings and specifications; supervise and review the work of such inspection bureaus and testing laboratories as may be employed by the administrator for work on the Project and report in writing to the Administrator or his duly authorized representative, the results of such work, if requested by Administrator or his duly authorized representative; correct errors in the drawings, render to the Administrator, or his duly authorized representative, interpretations of the drawings and specifications, and make reasonable modifications in the drawings and specifications to meet unanticipated conditions, including the making of any change order drawings to cover same.

(h) Furnish such cooperation and attend such conferences as may be required to promote the satisfactory prosecution of the work, and, upon request, advise the Administrator, or his duly authorized representative, in respect of all matters arising in regard to the drawings and specifications. The Administrator will appoint and maintain at the expense of the Government such superintendents and assistants as he may deem necessary or desirable for the continuous supervision of the work and the City shall not be responsible otherwise than as above for the execution of the construction work or obliged to exercise general supervision over the construction. The City shall not be required to keep accounts, check or approve bills, or do any clerical work during the development of the Project.

(i) Upon completion of the construction, prepare and provide one set of record plans on linen, suitable for blueprinting, showing the Project as actually completed.

No change in or revision of any document shall be made after its approval by the Administrator or his duly authorized representative, except with the written consent of the Administrator or his duly authorized representative.

3. DOMESTIC MATERIALS. The City shall specify for the project only such unmanufactured articles, materials and supplies as have been mined or produced in the United States, and only such manufactured articles, materials and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States; except to the extent that the Administrator has found the use of such domestic articles, materials, or supplies to be impractical or to increase the cost unreasonably.

4. FIXED FEE. The Government will pay to the City a fixed fee of Ten (10) Dollars, which shall constitute complete compensation for the City's services. The fixed fee will be paid upon the approval of the Administrator, or his duly authorized representative of the documents required to be submitted under Section 2(b) hereof. The Government will also reimburse the City for all expenditures as outlined in Article 5 hereof.

5. REIMBURSEMENTS. No oftener than once a month the Government will pay the City upon presentation of duly audited vouchers for the following items:

(a) The cost of necessary travel expenses incurred by the City in the prosecution of the project, including the rental of necessary vehicles at reasonable rates, or, if privately owned vehicles are used 5¢ per mile for actual travel in the prosecution of the project; provided, however, that no subsistence cost shall be reimbursable.

2 (b) The actual cost of salaries or wages for the following employees but not to exceed in any event the rates indicated:

1 Engineer in Charge of work		\$100.00 per week	each
1 Chief of Party		\$ 75.00 per week	"
1 Transitman		\$ 60.00 per week	"
1 Levelman		\$ 48.00 per week	"
4 Surveyman	\$35.00 to	\$ 40.00 per week	"
2 Laborers		\$ 30.00 per week	"
1 Designing Draftsman		\$ 85.00 per week	"
2 Draftsmen		\$ 60.00 per week	"
2 Junior Draftsmen		\$ 50.00 per week	"
1 Stenographer		\$ 35.00 per week	"

Provided, however, that the cost of salaries of additional employees shall be reimbursable only if the employment thereof is approved in advance by the Administrator or his duly authorized representative, and provided, further, that the costs for salaries in excess of 16 weeks shall not be reimbursable unless employment in excess of 16 weeks is approved in advance of such excess employment by the Administrator or his duly authorized representative.

(c) The cost necessarily incurred in the prosecution of the project for chains, level rod, stakes, flagging, and office supplies and rental of field instruments, provided, however, that the cost for these items in excess of \$500 will not be reimbursable unless such excess costs are approved by the Administrator or his duly authorized representative prior to incurring such excess costs.

(d) The actual cost of making test borings and test pits which shall not exceed the city's cost for labor or material or the amount of the special contract for the work if performed in that manner.

(e) The actual cost of preparing copies of plans and specifications as required by the Administrator or his duly authorized representative.

(f) It is understood that the city will make office space and drafting tables available and no cost incurred in connection therewith shall be reimbursable.

6. REVISION OF WORK. If, after the preliminary drawings have been approved and the City has been authorized to proceed with the preparation of working drawings and has performed work in prosecuting its authorization, now or substantially revised plans, sketches or working drawings and specifications are required by the Administrator, the Government will pay the City therefor just and equitable compensation as determined by the Administrator.

7. RELEASE ON FINAL PAYMENT OF COMPENSATION. Prior to final payment under the contract, or prior to settlement upon termination of the contract, and as a condition precedent thereto, the City shall execute and deliver to the Government, in such form and containing such provisions as shall be approved by the Government, a release of all claims or demands of any nature whatsoever against the Government arising under or by virtue of this contract.

8. FACILITIES TO BE FURNISHED BY CITY. The city shall furnish and maintain office and drafting space and equipment suitable and adequate for the prosecution of the work, and telephone, stenographic, clerical, auditing and similar services normal to the functioning of an established, operating architectural or engineering practice; provided, however, that costs incurred in connection therewith shall not be reimbursable except as provided in Article 5 hereof.

9. TIME AND ORDER OF CITY'S SERVICES. The City shall furnish the documents and render or provide the services required by this contract in such sequence and at such times as may be necessary to insure the prompt and continuous prosecution of the work of designing and constructing the Project. It is understood that the time within which such drawings and specifications are to be delivered is of primary importance and is of the essence of this contract.

10. TERMINATION OF CONTRACT. If the City shall fail to carry out any provisions of this contract within the time and in the manner herein provided or if the City shall violate any of the covenants, agreements or stipulations of this contract, or if in the opinion of the Administrator the conduct of the City is such that the interests of the Government are thereby likely to be placed in jeopardy, the Government shall thereupon have the right to terminate this contract by giving three (3) days notice to the City in writing of the fact and time of such termination. In such event the City shall be entitled to receive just and equitable compensation for services already satisfactorily performed. Nothing contained in this contract shall be construed to relieve the City of liability for damages sustained by the Government by virtue of any breach of this contract by the City.

11. ABANDONMENT OF PROJECT. If the Administrator shall at any time during the performance of this contract deem it inexpedient to have the construction work executed according to drawings and specifications prepared and submitted by the City, but shall require the omission of a substantial amount of such construction work or the execution of construction work in accordance with other drawings and specifications, or if at any such time the Administrator shall deem it expedient or it shall become necessary for the Government to abandon or involuntarily defer the work under this contract or any part thereof before completion of the services to be rendered hereunder, the City shall be entitled to just and equitable compensation as determined by the Administrator for any uncompensated work satisfactorily performed prior to such time.

12. ASSIGNABILITY. The City shall not subcontract, assign or transfer any interest in this contract without the prior written consent of the Administrator or his duly authorized representative.

13. OFFICIALS NOT TO BENEFIT. 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 to arise therefrom.

14. OWNERSHIP OF PLANS. All designs, drawings and specifications prepared by the City pursuant to this contract shall be and become the property of the Government. The Government shall have full right to use said designs, drawings and specifications as instruments for the purpose of constructing, under contract or otherwise, any buildings or other structures for the sole use of the Government when and where the Government may designate, without any claim on the part of the City for additional compensation.

15. COVENANT AGAINST CONTINGENT FEES. The City warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage or contingent fee.

16. DISPUTES. All disputes arising under the contract shall be decided by the Administrator whose decision shall be final and conclusive upon the parties hereto. Pending the settlement of the dispute, the City shall diligently proceed with the prosecution of the work except and to such extent as the Administrator or his duly authorized representative shall otherwise direct.

17. ALTERATIONS. The following changes were made under this contract before it was signed by the parties hereto:

(a) As used herein the phrase "the City" shall be construed to mean the City or its duly authorized and competent representative.

IN WITNESS WHEREOF the parties hereto have executed this contract as of the day and year first above written.

Witnesses as to Signature of the City  
FRED W. SICK City Clerk  
Civic Center  
San Diego, Calif. (SEAL)

E. L. LONGFELLOW  
Civic Center, San Diego, Calif.

UNITED STATES OF AMERICA  
Federal Works Administrator  
By WRIGHT L FELT  
Regional Director, Region No. 10  
Defense Public Works Division

THE CITY OF SAN DIEGO  
By WALTER W. COOPER City Manager

Approved as to form and legality this 1st day of November, 1941.

JACOB WEINBERGER

City Attorney

I, JACOB WEINBERGER, do hereby certify that I am the duly appointed, qualified and acting City Attorney of The City of San Diego, that the foregoing contract is one which the City of San Diego has authority to enter into, and that the same is a legal and binding contract upon said City.

JACOB WEINBERGER

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract between Federal Works Agency and the City of San Diego for engineering services of City in defense public works projects; being Document No. 334384.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

#### FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 2nd day of December, 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, by and through its Council, hereinafter sometimes designated as the City, and Wm. M. Pearson 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 Clearing of San Vicente Reservoir Site in the County of San Diego, State of California, being and as per Schedule A to E inc. 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 20 day of October, 1941, marked "Document No. 333351", and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Clearing San Vicente Reservoir Basin said plans consisting of 1 sheet and said specifications consisting of 28 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 results from 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 Sections 1810 to 1816, both inclusive, of the Labor 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 Sections of the Labor 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 Article 4 of the Labor Code of the State of California; 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.

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;

Trade or Occupation	Per Diem Wage 8 hours
Laborers, Common	\$ 6.00
Powdermen	8.00
Teamsters	5.00
Tractor Operators	10.00
Truck Drivers, under 15,500 pounds	5.60
Truck Drivers, over 15,500 pounds	6.40

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per day 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 executed the same the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By FRED W. SIMPSON  
L. F. WEGGENMAN  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

ATTEST:  
FRED W. SICK

City Clerk (SEAL)

WILLIAM M. PEARSON  
Contractor

ATTEST:

(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 26th day of November, 1941.

JACOB WEINBERGER City Attorney  
By H. B. DANIEL

Asst. City Attorney

#### FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Wm. M. Pearson 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 Ten Thousand Dollars (\$10,000.00) (not less than one hundred per cent of estimated contract price, and not less than \$1,000.00), 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 22nd day of November, 1941.

WHEREAS, the said principal has entered into the annexed contract with the City of San Diego to furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the Clearing of San Vicente Reservoir Site, 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 20 day of October, 1941, marked "Document No. 333351" and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications", said plans consisting of 1 sheet, and said specifications consisting of 28 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 22nd day of November 1941, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

WILLIAM M. PEARSON  
Principal  
UNITED STATES FIDELITY AND GUARANTY COMPANY  
By R. VICTOR VENBERG (SEAL)  
Attorney-in-Fact  
By H. V. D. JOHNS  
Its Attorney in Fact  
Surety (SEAL)

ATTEST:

ATTEST:

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 26th day of November, 1941.

JACOB WEINBERGER, 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 2nd day of December 1941.

FRED W. SIMPSON

L. F. WEGGENMAN

ERNEST J. BOUD

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council

ATTEST:

FRED W. SICKO

City Clerk

(SEAL)

STATE OF CALIFORNIA

} ss

County of San Diego

On this 22nd day of November in the year one thousand nine hundred and forty one, before me, D. S. Zenz a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. Victor Venberg, known to me to be the duly authorized Attorney-in-fact of the United States Fidelity and Guaranty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company and the said R. Victor Venberg duly acknowledged to me that he subscribed the name of the United States Fidelity and Guaranty Company thereto as Surety and his own name as Attorney-in-fact.

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

D. S. ZENZ

(SEAL)

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

My commission expires June 6, 1945

STATE OF CALIFORNIA

} ss

County of Los Angeles

On this 22nd day of November in the year one thousand nine hundred and forty one, before me, Agnes L. Whyte a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. V. D. Johns, 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 H. V. D. Johns 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.

AGNES L. WHYTE

(SEAL)

Notary Public in and for Los Angeles County,  
State of California

My commission expires Feb. 26, 1945

#### FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That Wm. M. Pearson 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 Five Thousand & no/100 Dollars (\$5000.00), (not less than fifty per cent of estimated contract price and not less than \$1,000.00), 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 22nd day of November 1941.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the Clearing of San Vicente Reservoir Site, 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 20 day of October, 1941, marked "Document No. 333351" and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawing and Specifications", said plans consisting of 1 sheet and said specifications consisting of 28 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 Five Thousand and no/100 Dollars (\$5000.00) being not less than one-half of the total amount payable by the terms of said contract, and not less than \$1,000.00, 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 work, 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 taxes 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 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 November 1941, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: WILLIAM M. PEARSON Principal  
 UNITED STATES FIDELITY AND GUARANTY COMPANY  
 By R. VICTOR VENBERG Its Attorney in Fact (SEAL)  
 By H. V. D. JOHNS Its Attorney in Fact (SEAL) Surety

ATTEST: 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 November in the year one thousand nine hundred and forty one, before me, D. S. Zenz a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. Victor Venberg, known to me to be the duly authorized Attorney-in-fact of the United States Fidelity and Guaranty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company and the said R. Victor Venberg duly acknowledged to me that he subscribed the name of the United States Fidelity and Guaranty Company thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.  
 D. S. ZENZ  
 Notary Public in and for San Diego County, State of California  
 (SEAL) My commission expires June 6, 1945

STATE OF CALIFORNIA }  
 County of Los Angeles } ss

On this 22nd day of November in the year one thousand nine hundred and forty-one, before me, Agnes L. Whyte a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared H. V. D. Johns, 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 H. V. D. Johns 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.  
 AGNES L. WHYTE  
 Notary Public in and for Los Angeles County, State of California  
 (SEAL) My commission expires Feb. 26, 1945

I hereby approve the form of the within Bond this 26th day of November, 1941.  
 JACOB WEINBERGER, 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 2nd day of December 1941.

FRED W. SIMPSON  
 L. F. WEGGENMAN  
 ERNEST J. BOUD  
 HARLEY E. KNOX  
 A. E. FLOWERS  
 Members of the Council

ATTEST: FRED W. SICK  
 City Clerk (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with William M. Pearson for clearing San Vicente reservoir site; being Document No. 334427.

FRED W. SICK  
 City Clerk of the City of San Diego, California  
 By *Francis Patton* Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of October, 1941, by and between The City of San Diego, a municipal corporation, acting through the City Manager of said City, first party and WILLIAM H. McALISTER, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2158 (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 hereinafter recited, the parties hereto agree as follows:

That beginning October 1, 1941, second party will faithfully perform the services and duties of District Water Bill Collector at Security Trust & Savings Bank - Fifth 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;



All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 333404.

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

8,800'	16"	Class 200 cement lined C.I. pipe	@ \$4.51 per lin. ft.	\$39,688.00
1,900'	16"	" 250 " " "	@ \$4.94 " " "	\$ 9,386.00
1 -	16"x16"x12"x12"	Class D cast iron cross	@ \$69.50	\$ 69.50
3 -	16"x16"x 8"x 8"	Class D " " "	@ \$62.50 ea	\$ 187.50
1 -	16"x12"x 6"	Class D " " tee	@ \$63.93	\$ 63.93
10 -	16"x16"x 4"	Class D " " blowoff branch	@ \$49.00 ea	\$ 490.00
1 -	16"	Class D cast iron plug	@ \$ 6.00	\$ 6.00
4 -	16"	" D " sleeve	@ \$19.07 ea	\$ 76.28
1 -	12"	" D " "	@ \$10.87 ea	\$ 10.87
3 -	8"	" D " "	@ \$ 6.50 ea	\$ 19.50
20,000 pounds Class D std. C.I. bands and miscellaneous std. castings			@ \$ 0.0651 per lb.	\$ 1,302.00

All of said prices include the California State Sales and/or Use Tax.

Said contractor agrees to complete said delivery on or before the 6th day of April, 1942.

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: Fifty-one Thousand Two Hundred Ninety-nine and 58/100 Dollars (\$51,299.58), 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. 75552 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.  
UNITED STATES PIPE & FOUNDRY CO. (SEAL)  
D. B. STOKES Vice-President  
Contractor

ATTEST:

H. A. HOOVER

Asst. Secty.

I hereby approve the form of the foregoing contract, this 6th day of Dec., 1941.

JACOB WEINBERGER 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 U. S. Pipe & Foundry Co. for pipe and fittings for 36th Street pipe line; being Document No. 334493.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patton* Deputy

KNOW ALL MEN BY THESE PRESENTS, That Wayne D. Crook, surviving partner of a co-partnership formerly composed of Wayne D. Crook and E. I. Crook, 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 Five Hundred Ten Dollars (\$510.00), 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 10th day of November, 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 - Model 20-B Bucyrus-Erie trailer 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:

HARRY B. NORRIS

WAYNE D. CROOK surviving partner of a  
co-partnership formerly composed of Wayne D. Crook and  
E. I. Crook, now deceased, doing business under the firm  
name and style of CROOK COMPANY  
Principal.

HARTFORD ACCIDENT AND INDEMNITY COMPANY  
By CHARLES H. CUTLER Attorney in Fact  
Surety

(SEAL)

I hereby approve the form of the within Bond, this 5th day of Dec., 1941.  
JACOB WEINBERGER City Attorney  
By H. B. DANIEL Asst. City Attorney  
I hereby approve the foregoing bond this 5th day of December 1941.  
JOHN A. THORNTON  
Acting City Manager

STATE OF CALIFORNIA, }  
County of Los Angeles, } ss

On this 10th day of November, in the year 1941, before me, Ida Fuhrmeister, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles H. Cutler, 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 FURHMEISTER  
Notary Public in and for the County of Los Angeles  
My commission expires April 26, 1942 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 5th day of December, 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, surviving partner of a co-partnership formerly composed of Wayne D. Crook and E. I. Crook, now deceased, 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 - Model 20-B Bucyrus-Erie trailer, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 332978.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Two Thousand Thirty-six and 91/100 Dollars (\$2,036.91). Said price includes the California State Sales and/or Use Tax.

Said contractor agrees to complete said delivery on or before the 25th day of December, 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: Two Thousand Thirty-six and 91/100 Dollars (\$2,036.91), 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. 75452 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 JOHN A. THORNTON Acting City Manager

ATTEST:  
HARRY B. NORRIS

WAYNE D. CROOK surviving partner of a co-partnership formerly composed of Wayne D. Crook and E. I. Crook, now deceased, doing business under the firm name and style of CROOK COMPANY

Contractor

I hereby approve the form of the foregoing contract, this 5th day of Dec., 1941.  
JACOB WEINBERGER 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 Wayne D. Crook for 1-Bucyrus-Erie trailer; being Document No. 334681.

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

By *Francis Patton* Deputy

LEASE BETWEEN THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION W 7034 qm-133  
IN THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND THE  
UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 23rd day of August, in the year one thousand nine hundred and forty-one, 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:

That portion of Pueblo Lot 1311 of the Pueblo Lands of San Diego, in The City of San Diego, County of San Diego, State of California, bounded on the north by the northerly line of said Pueblo Lot 1311, bounded on the west by the easterly and southeasterly line of that certain tract of land in said Pueblo Lot 1311 described in lease from The City of San Diego, a municipal corporation, to The United States of America, dated October 30, 1940, filed March 11, 1941, as Document No. 327283, in the office of the City Clerk of The City of San Diego, and bounded on the east, southeast and south by the following described line:

Commencing at a point on the northerly line of said Pueblo Lot 1311 where said northerly line is intersected by the easterly line of the tract of land in Pueblo Lot 1314, of said Pueblo Lands, lying westerly from Pacific Highway and Torrey Pines Road, and as described in said lease under City Clerk's Document No. 327283, said point of commencement being also described as a point on the northerly line of said Pueblo Lot 1311 distant 100 feet westerly at right angles from the center line of Pacific Highway prolonged south 1° 28' west; thence southerly along the southerly prolongation of the easterly line of said leased land in said Pueblo Lot 1314 lying west from Pacific Highway and Torrey Pines Road, being also on a line parallel with said prolonged center line of Pacific Highway, a distance of 320 feet to the point of a tangent curve concaved northwesterly having a radius of 385 feet; thence southerly and southwesterly along the arc of said curve a distance of 408.21 feet to a point of tangency; thence southwesterly on a direct line tangent to said curve a distance of 45 feet, more or less, to an intersection with the southeasterly line of said leased portion of said Pueblo Lot 1311 as described under said Document No. 327283, containing an area of 0.9 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 August 23, 1941, and ending June 30, 1942.

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. That a fence shall be erected by the Government along the portion of the above described property adjacent to the highway.

7. 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.

8. 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 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.

9. 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.

10. 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.

ATTEST: FRED W. SICK (SEAL)  
City Clerk

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager

THE UNITED STATES OF AMERICA  
By R. B. DAUGHERTY  
R.B. Daugherty, 1st Lt., Q.M. Corps,  
Contracting Officer

I hereby approve the form of the foregoing Lease, this 22d day of August, 1941.

J. WEINBERGER 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 for portion Pueblo Lot 1311-Cantonment area adjoining Camp Callan; being Document No. 334763

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

By *Francis Patton* Deputy

KNOW ALL MEN BY THESE PRESENTS, That Robert D. Maxwell Co. 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 Three Hundred Forty-Four Dollars (\$344.00); lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of December, 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 Four-door Buick Sedan, 1942 Model 41, for Fire Department, 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:  
V. C. GAMBLE  
ATTEST:  
STATE OF CALIFORNIA, }  
County of San Diego } ss  
ROBERT D. MAXWELL CO. (SEAL)  
T. D. TRUMBO Secy-Treas. Principal.  
FIREMAN'S FUND INDEMNITY COMPANY (SEAL)  
By M. J. WHITE Attorney-in-Fact Surety

On this 15th day of December, 1941, 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 person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal and his own 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) Notary Public in and for the County of San Diego  
My commission expires May 29th, 1945 State of California  
I hereby approve the form of the within Bond, this 15 day of December, 1941.  
JACOB WEINBERGER City Attorney  
By MOREY S. LEVENSON Deputy City Attorney

I hereby approve the foregoing bond this 15th day of December 1941.  
WALTER W. COOPER City Manager

The rate of premium charged on this bond is \$2.50 per M.  
The total premium charged is \$5.00 (Minimum)  
CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 15th day of December, 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 Robert D. Maxwell 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: 1 new Buick four-door Sedan 1942 Model 41 (as per Buick catalog) equipped with all standard equipment and Foamtex Cushion, Compound Carburetor, 5 wheels with 6-ply 7.00 x 16" tires, Buick Permanent Red Painting, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 333872.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Three Hundred Seventy-four and 33/100 Dollars (\$1374.33). Said price includes the California State Sales Tax, and is based upon receiving from the City affidavits which will enable contractor to recover from the Federal Government the amount of the Manufacturer's Federal Excise Tax.

Said contractor agrees to complete said delivery on or before the 15th day of December, 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 Three Hundred Seventy-four and 33/100 Dollars (\$1374.33), 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 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. 75697 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  
ROBERT D. MAXWELL COMPANY  
T.D. TRUMBO Secy-Treas  
Contractor (SEAL)

ATTEST:  
V. C. GAMBLE

I hereby approve the form of the foregoing contract, this 15 day of Dec., 1941.  
JACOB WEINBERGER 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 with Robert D. Maxwell Co. for one Buick 4-door sedan; being Document No. 334780.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patton* Deputy

KNOW ALL MEN BY THESE PRESENTS, That Guaranty Chevrolet Company, as Principal and Pacific Indemnity 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 One Thousand Seven Hundred Eight Dollars (\$1708.00), lawful money of the United States of America, to be paid to said The City of San Diego for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 15th day of December, 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: 9 - 1/2 ton Chevrolet 6 pickups, 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: L. A. DALY  
Secy-Treas  
GUARANTY CHEVROLET COMPANY  
L. H. KORNIK Pres.  
Principal (SEAL)

ATTEST:  
PACIFIC INDEMNITY COMPANY  
By R. W. SPICER Attorney-in-Fact  
Surety (SEAL)

STATE OF CALIFORNIA,  
County of San Diego ss.

On this 15 day of Dec. in the year one thousand nine hundred and forty one, 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.

(SEAL)  
My commission expires Aug. 4, 1944  
TULA AABERG  
Notary Public in and for San Diego County,  
State of California  
I hereby approve the form of the within Bond, this 15th day of December, 1941.  
JACOB WEINBERGER City Attorney  
By MOREY S. LEVENSON  
Deputy City Attorney

I hereby approve the foregoing bond this 15th day of December 19  
WALTER W. COOPER  
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 15th day of December, 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 Guaranty Chevrolet 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: 9 - 1/2 ton Chevrolet 6 Pickup trucks, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 334036.

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

Six Thousand Six Hundred Thirty-two and 46/100 Dollars (\$6,632.46) plus California State Sales Tax in the amount of One Hundred Ninety-eight and 97/100 Dollars (\$198.97).

Said contractor agrees to complete said delivery on or before the 15th day of January, 1942.

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 Eight Hundred Thirty-one and 43/100 Dollars (\$6831.43), 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. 75749 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

GUARANTY CHEVROLET COMPANY

L. H. KORNIK Pres.

Contractor

ATTEST: L. A. DALY

Secy-Treas.

I hereby approve the form of the foregoing contract, this 15 day of December, 1941.

JACOB WEINBERGER 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 with Guaranty Chevrolet Company for nine pickup trucks; being Document No. 334781.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

THIS AGREEMENT, made and entered into this 16th day of December, 1941, by and between The City of San Diego, a municipal corporation, acting by and through its City Manager, pursuant to Resolution No. 75824, adopted by the City Council on the 16th day of December, 1941, party of the first part, hereinafter designated as the City, and J. P. Buwalda, party of the second part, WITNESSETH:

THAT WHEREAS, said City is now engaged in the construction of a dam at the San Vicente Damsite, and is desirous of securing the services of J. P. Buwalda as a Consulting Geologist to examine and report on the foundation of said dam; and

WHEREAS, the said J. P. Buwalda is an experienced Consulting Geologist, and is ready and willing to render the services required of him;

NOW, THEREFORE, in consideration of the premises, and of the matters and things hereinafter recited, The City of San Diego does hereby retain and employ the said J. P. Buwalda as Consulting Geologist to examine and report from time to time when called upon so to do on the foundation of the San Vicente Dam, as now being constructed.

The City agrees to pay and said J. P. Buwalda agrees to accept in full compensation for the rendition of said services the sum of fifty dollars (\$50.00) per day, together with necessary traveling and subsistence expenses. The total of said daily compensation and expenses shall not exceed the sum of six hundred fifty dollars (\$650.00). Said daily compensation, together with expenses, shall be paid out of moneys in the San Vicente Dam Bond Fund.

The said party of the second part agrees to perform such services as may be necessary and required of him by the City within a period of not to exceed one (1) year from and after the date of commencement of the rendition of said services.

IN WITNESS WHEREOF, this agreement is executed on behalf of The City of San Diego by the City Manager pursuant to the authority so to do contained in Resolution No. 75824, adopted by the City Council on the 16th day of December, 1941, 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

J. P. BUWALDA

Party of the Second Part

I hereby approve the foregoing contract as to form and legality this 11th day of December, 1941.

JACOB WEINBERGER 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 J. P. Buwalda as Consulting Geologist San Vicente Dam; being Document No. 334841.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

## SUPPLEMENTAL AGREEMENT

WHEREAS, The City of San Diego and F. W. Stevenson entered into an agreement on the 18th day of September, 1940, for the payment of certain architect's fees by the City to said F. W. Stevenson for plans and specifications covering the construction of a naval reserve armory to be constructed as a W.P.A. project, which agreement was filed with the City Clerk as Document No. 323448, reference to which is hereby made for further particulars; and

WHEREAS, said architect's fees were based on the sum of four and three-quarters per cent (4-3/4%) of the actual cost of said building if constructed; and that if said building were not constructed, said architect was to receive four and three-quarters per cent (4-3/4%) of the sum of Two Hundred Thousand Dollars (\$200,000.00); and

WHEREAS, said architect has complied with the terms of said agreement, and has received from the City all but one-half per cent (1/2%) of said architect's fees based on an estimated cost of Two Hundred Thousand Dollars (\$200,000.00), which one-half per cent (1/2%) is to be paid by said City upon the completion of said building; and

WHEREAS, it is now doubtful as to whether or not said building will be constructed by reason of changed conditions due to national defense problems; and

WHEREAS, said architect is desirous of accepting at this time said one-half per cent (1/2%) in full settlement of all the terms and conditions of said agreement, rather than be compelled to wait until the building is actually constructed in accordance with the terms thereof; and

WHEREAS, The City of San Diego is willing to make such settlement at this time; NOW, THEREFORE,

For and in consideration of the mutual promises and agreements of the respective parties hereto, and in further consideration of the premises, said parties agree as follows:

(1) The City of San Diego agrees to pay said architect at this time the said sum of one-half per cent (1/2%) held back as aforesaid, in full settlement of all rights and obligations of whatsoever nature and description arising by reason of said agreement.

(2) F. W. Stevenson, the architect herein, upon receipt at this time of said payment of one-half per cent (1/2%) held back as aforesaid, agrees to release the City from any and all obligations of any nature or description whatsoever arising out of or by reason of said agreement; and that after the acceptance of said payment, said agreement shall be determined and of no further force and effect.

IN WITNESS WHEREOF, this Supplemental 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. 75783, adopted on the 9th day of December, 1941, and said architect has hereunto affixed his name this 9th day of December, 1941.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

Its City Manager

F. W. STEVENSON

I HEREBY APPROVE the form of the foregoing Agreement, this 26th day of December, 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 Supplemental Agreement with F. W. Stevenson as architect for Naval Reserve armory; being Document No. 334849.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

KNOW ALL MEN BY THESE PRESENTS, That Acme Tank Mfg. Co., Inc., as Principal, and General Casualty Company of America, a corporation organized and existing under the laws of the State of Washington, with its principal office in the city of Seattle 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 Nine Hundred Twenty-Seven Dollars (\$927.00), 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 December, 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: 8 - Redwood stave tanks for use at University Heights Filter Plant Addition, 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.

ACME TANK MFG. CO., INC.

By ISADORE LENINE, Treas.

HYMAN LENINE, Pres. Principal

GENERAL CASUALTY COMPANY OF AMERICA

By O. H. BEYER, Attorney-in-Fact

Surety

ATTEST:

SID LENINE

(SEAL)

ATTEST: M. V. KAHN

(SEAL)

STATE OF CALIFORNIA

County of Los Angeles

} ss

On this 17th day of December A.D., 1941, 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)  
My commission expires March 29, 1944

HAROLD T. BERG  
Notary Public in and for the County of Los Angeles,  
State of California

I hereby approve the form of the within Bond, this 18th day of Dec., 1941.

JACOB WEINBERGER City Attorney  
By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 18th day of December, 1941.

WALTER W. COOPER,  
City Manager

#### CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 18th day of December, 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 Acme Tank Mfg. Co., 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: 8 tanks 18' inside, diameter x 10' stave finished to a net length of 9' 11-1/2", manufactured of 3" air-dried selected redwood tank stock, for use at University Heights Filter Plant Addition, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 333911.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Three Thousand Seven Hundred Five and 60/100 Dollars (\$3705.60). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 19th day of January, 1942.

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 Seven Hundred Five and 60/100 Dollars (\$3705.60), 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. 75698 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

ACME TANK MFG. CO., INC.  
By ISADORE LENINE Treas.

Contractor

ATTEST: SID LENINE

(SEAL)

I hereby approve the form of the foregoing contract, this 18th day of Dec., 1941.

JACOB WEINBERGER 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 Tank Mfg. Co. for 8 redwood stave tanks; being Document No. 334877.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

#### A G R E E M E N T

WHEREAS, Pacific Greyhound Lines, are the owners of Lots B and C, Block G Hortons Subdivision, in the City of San Diego, California, and,

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

THIS AGREEMENT, signed and executed this 19th day of November 1941, by Pacific Greyhound Lines, that they will, for and in consideration of the permission granted them to remove 100 feet of curbing on Front Street adjacent to the above described property, bind Pacific Greyhound Lines, to, and they 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.

Pacific Greyhound Lines further agree that this agreement shall be binding on Pacific Greyhound Lines, 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.

PACIFIC GREYHOUND LINES  
By F. W. ACKERMAN Vice Pres.  
-----  
(Address)

STATE OF CALIFORNIA, }  
City and County of } ss.  
San Francisco }

On this 19th day of November in the year One Thousand Nine Hundred and Forty-one before me, Catherine E. Keith, a Notary Public in and for the City and County of San Francisco residing therein, duly commissioned and sworn, personally appeared F. W. Ackerman known to me to be the Vice-President of Pacific Greyhound Lines, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, the day and year in this certificate first above written.

(SEAL)  
My commission expires October 20, 1942

CATHERINE E. KEITH  
Notary Public in and for the City and County of San Francisco, State of California

RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1280 at page 292 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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 removal agreement from Pacific Greyhound Lines; being Document No. 334191.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Julia Goldberg Rosenthal is the owner of Lots 1 and 2 Blk 130 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 21 day of Nov. 1941, by Julia Goldberg Rosenthal that she will, for and in consideration of the permission granted her to remove 18 feet of curbing on 4242 Florida & 1945 El Cajon Sts. adjacent to the above described property, bind her Julia Goldberg Rosenthal 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.

Julia Goldberg Rosenthal further agree 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.

JULIA GOLDBERG ROSENTHAL  
2878 Copley Ave.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 21st day of November, A.D. Nineteen Hundred and Forty One (1941) before me, J. F. Carlson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Julia Goldberg Rosenthal 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.

(SEAL)

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

RECORDED NOV 27 1941 21 min. past 10 A.M. in book 1280 at page 293 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy Glen L. Straw

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

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 removal agreement from Julia Goldberg Rosenthal; being Document No. 334193.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, A. E. Thomas is the owner of Lots 11-12-13 Block 7 Roseville hieghts and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 November 1941, by A. E. Thomas that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on 3347 Trumbull 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.

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

C. H. BISCHOF Agent for A.E.Thomas  
- - - - (Address)

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 25th day of November, A.D. Nineteen Hundred and Forty one, before me, Fred C. Arey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. H. Bischof 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) FRED C. AREY  
Notary Public in and for the County of San Diego  
State of California  
My commission expires Oct. 30, 1942  
RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1284 at page 117 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 removal agreement from A. E. Thomas; being Document No. 334262.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, M. S. Wolf is the owner of Lot 6 Block 16 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 31 day of Oct. 1941, by M. S. Wolf that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on A St. 1305 Kettner 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 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 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.

M. S. WOLF  
1871 - 5th Ave.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 31 day of October, A.D. Nineteen Hundred and forty-one before me, Caroline George a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. S. Wolf 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 DEC 4 1941 6 min. past 9 A.M. in book 1284 at page 118 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 removal agreement from M. S. Wolf; being Document No. 334263.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Hildagrade Morgan is the owner of Lots 1 & 2 Block B Cabrillo Terrace, San Diego, 1081 Akron and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Nov., by Hildagrade Morgan that I will, for and in consideration of the permission granted- - - to remove 14 feet of curbing on Akron 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.

HILDAGARDE MORGAN  
1081 Akron  
Home 2141 La Jolla Ave S.D.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 27 day of November, A.D. Nineteen Hundred and 41, before me, Sophia E. Smith, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hildagarde Morgan she is known to me to be the person described in and whose name has subscribed to the within instrument, and acknowledged to me that- - -eexecuted 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) SOPHIA E. SMITH  
Notary Public in and for the County of San Diego  
State of California  
My commission expires June 10, 1942  
RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1280 at page 286 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 removal agreement from Hildagarde Morgan; being Document No. 334280.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Raymond C. Lindholm is the owner of Lot 998 Talmadge Estate Unit #4 and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 November, by Raymond C. Lindholm that he will, for and in consideration of the permission granted him to remove 24 feet of curbing on Madison 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.

Raymond C. Lindholm 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.

RAYMOND C. LINDHOLM  
4595 Estrella St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 28 day of November, A.D. Nineteen Hundred and 41, before me, - - - a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Raymond C. Lindholm 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. WALLACE W. JOHNSON Notary Public in and for the County of San Diego, State of California. (SEAL)

RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1278 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.

J. HARRINGTON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Raymond C. Lindholm; being Document No. 334379.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Charles W. Moran is the owner of Lot 3 Block 41 Pacific Pines and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Nov., by Charles W. Moran that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Pacific Pines 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.

CHARLES W. MORAN  
4233 El Cajon Blvd.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 2nd day of December, A.D. Nineteen Hundred and forty one, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles W. Moran 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.

(SEAL) MARK M. SAUNDERS  
Notary Public in and for the County of San Diego,  
State of California  
May 4, 1945  
RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1278 at page 335 of official records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
J. HARRINGTON  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Charles W. Moran; being Document No. 334389.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, H. W. Merkley is the owner of Villa Lots #196 Normal Hgts. and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Nov. 1941, by H. W. Merkley that he will, for and in consideration of the permission granted - - to remove approx. 10 ft of curbing on Adams 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.

H. W. Merkley 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. W. MERKLEY  
3547 Albatross St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 10th day of November, A.D. Nineteen Hundred and forty-one, before me, Lela I. Stillman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. W. Merkley 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) LELA I. STILLMAN  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires April 15, 1944  
RECORDED DEC 4 1941 6 min. past 9 A.M. in book 1268 at page 475 of official records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from H. W. Merkley; being Document No. 334390.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, The Dennstedt Co. are the owners of Lot 11 Block 4 Pacific Pines and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 December 1941, by The Dennstedt Co. that they will, for and in consideration of the permission granted their to remove 16 feet of curbing on 1804 Pacific Beach Dr. 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.

The Dennstedt Co. further agrees that this agreement shall be binding on 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.

THE DENNSTEDT CO.  
By K. L. Dennstedt  
4110 El Cajon Blvd.

STATE OF CALIFORNIA

County of San Diego

ss

On this 3rd day of December, A.D. Nineteen Hundred and Forty one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. 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 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 Nov. 10, 1943  
MARIE D. SPARKS  
Notary Public in and for the County of San Diego,  
State of California  
RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1277 at page 330 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  
E. BAEPLER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from The Dennstedt Co., being Document No. 334541.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, H. C. Curtis is the owner of Lots 5 and 6 Block 217 Pacific Beach and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE, THIS AGREEMENT, signed and executed this 8th day of December, by H. C. Curtis that he will, for and in consideration of the permission granted him to remove 28 feet of curbing on Garnet 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.

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

H. C. CURTIS  
1611 Garnet Ave.

STATE OF CALIFORNIA,

County of San Diego

ss

On this 8th day of December, A.D. Nineteen Hundred and forty-one, before me Ralph S. Roberts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. C. Curtis known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) My commission expires Sept. 27, 1944  
RALPH S. ROBERTS  
Notary Public in and for the County of San Diego,  
State of California  
RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1277 at page 330 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  
E. BAEPLER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from H. C. Curtis; being Document No. 334602.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of So. 1/2 of Lot 6 Block H Starkey's Prospect Park (604 Gravilla 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 14th day of November 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Place adjacent to the above described property, binding - - -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.

SCOTT KING  
2880 El Cajon

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 18th day of November, A.D. Nineteen Hundred and forty one, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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 14, 1942

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

RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1286 at page 154 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole

I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from Tifal & King; being Document No. 334441.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Fatten* Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of No 1/2 of Lot 21 Block H Starkey's Prospect Park (625 Gravilla 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 14th day of November, 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Place adjacent to the above described property, binding - - - 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.

SCOTT KING  
2880 El Cajon

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 18th day of November, A.D. Nineteen Hundred and forty one, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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 14, 1942

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

RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1286 at page 154 of official records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder  
By Deputy 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, California.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Tifal & King; being Document No. 334442.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Fatten* Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of No. 1/2 of Lot 18 Block H Starkey's Prospect Park (553 Gravilla 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 14th day of November 1941, by Tifal and King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Place adjacent to the above described property, binding- - 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.

SCOTT KING  
2880 El Cajon

STATE OF CALIFORNIA

County of San Diego

} ss

On this 18th day of November, A.D. Nineteen Hundred and forty one, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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.

PAUL BOLTZ

(SEAL)

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

My commission expires June 14, 1942

RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1286 at page 153 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole

I certify that I have correctly transcribed this document in above mentioned book.  
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 removal agreement from Tifal & King; being Document No. 334443.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

## A G R E E M E N T

WHEREAS, Tifal & King are the owners of So. 1/2 of Lot 21 Block E Starkey's Prospect Park (626 Gravilla 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 14th day of November 1941, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Place adjacent to the above described property, binding- -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.

SCOTT KING  
2880 El Cajon

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 18th day of November, A.D. Nineteen Hundred and forty one, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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.

PAUL BOLTZ

(SEAL)

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

My commission expires June 14, 1942

RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1286 at page 125 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 removal agreement from Tifal & King; being Document No. 334444.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

## A G R E E M E N T

WHEREAS, Ellis D. Dible is the owner of Lot 8 Block C Las Lomas 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 26 day of Nov., by me that I will, for and in consideration of the permission granted me to remove 12 feet of curbing on Zola St. 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.

ELLIS D. DIBLE  
1139 Alameda Blvd.  
Coronado, Calif.

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 27th day of November, A.D. Nineteen Hundred and forty-one, before me, Leone Reddish, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ellis D. Dible known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) LEONE REDDISH  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires Sept. 25, 1945  
RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1282 at page 181 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from Ellis D. Dible; being Document No. 334454.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By *Francis Tatten* Deputy

A G R E E M E N T

WHEREAS, Reginald P. Benner and Link N. Benner are the owners of Lot One Block 56 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 24 day of November, by Reginald P. Benner and Link N. Benner that they will, for and in consideration of the permission granted them to remove 33 feet of curbing on Ivy Street adjacent to the above described property, bind Reginald P. Benner & Link N. Benner 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.

Reginald P. Benner & Link N. Benner further agree that this agreement shall be binding on Reginald P. Benner & Link N. Benner 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.

REGINALD P. BENNER-LINK N. BENNER  
2155 Columbia St. San Diego, California

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 26th day of November, A.D. Nineteen Hundred and Forty-one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Reginald P. Benner and Link N. Benner known to me to be the persons described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) EDNA M. BAINE  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires March 29, 1944  
RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1282 at page 179 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from Reginald P. and Link N. Benner; being Document No. 334458.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By *Francis Tatten* Deputy

A G R E E M E N T

WHEREAS, Mrs. S. T. Shirley is the owner of Lot 8, Block 16, Valencia 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 8th day of December, 1941, by Mrs. S. T. Shirley that she will, for and in consideration of the permission granted her to remove 14 feet of curbing on Miraflores Street adjacent to the above described property, bind - - to, and does hereby by these presents agree to, remove any driveway construct in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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

MRS. S. T. SHIRLEY  
5535 MiraFlores

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 8th day of December, A.D. Nineteen Hundred and Forty-one, before me, Lois J. Crowley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. S. T. Shirley 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) LOIS J. CROWLEY  
Notary Public in and for the County of San Diego,  
My commission expires February 14, 1945 State of California  
RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1274 at page 458 of official re-  
cords, San Diego Co., Cal. Recorded at request of Grantee.

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 removal agreement from Mrs. S. T. Shirley; being Document No. 334517.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, The Dennstedt Co. are the owners of Lot 20 Block 2 Pacific Pines and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Dec. 1941, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 1776 Oliver Street 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.

The Dennstedt Co. further agrees that this agreement shall be binding on their suc-  
cessors 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 DENNSTEDT CO. By K.L.DENNSTEDT  
4110 El Cajon Blvd.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 3rd day of December, A.D. Nineteen Hundred and Forty-one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. 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 City of 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 DEC 11 1941 5 min. past 9 A.M. in book 1280 at page 365 of official re-  
cords, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
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 removal agreement from The Dennstedt Co.; being Document No. 334542.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, William A. Page is the owner of Lot 14 Block 25 Valencia Park #3 and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 December, by William A. Page that he will, for and in consideration of the permission granted- - -to remove 12 feet of curbing on Los Alamos Drive 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.

William A. Page further agree that this agreement shall be binding on William A. Page, his heirs and assigns, and that any sale of the property therein mentioned and de-  
scribed shall be made subject to the condition and agreements herein named.

WILLIAM A. PAGE  
412 Los Alamos Dr.

STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 2nd day of December, A.D. Nineteen Hundred and forty one, before me, Blanche Price, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William A. Page 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.  
BLANCHE PRICE  
(SEAL) Notary Public in and for the County of San Diego,  
My commission expires Aug. 6, 1945 State of California  
RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1274 at page 457 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 removal agreement from William A. Page; being Document No. 334543.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patten* Deputy

A G R E E M E N T  
WHEREAS, The Dennstedt Co. are the owners of Lot 1, Block 2 Pacific Pines and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Dec. 1941, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 17 feet of curbing on 1775 Reed St. adjacent to the above described property, bind The Dennstedt Co. to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.  
The Dennstedt Co. further agrees that this agreement shall be binding on 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.  
THE DENNSTEDT CO. By K.L. DENNSTEDT  
4110 El Cajon Blvd. Secy.

STATE OF CALIFORNIA, }  
County of San Diego } ss  
On this 3rd day of December, A.D. Nineteen Hundred and Forty-one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.  
MARIE D. SPARKS  
(SEAL) Notary Public in and for the County of San Diego,  
My commission expires Nov. 10, 1943 State of California  
RECORDED DEC 11 1941 5 min. past 9 A.M. in book 1280 at page 365 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 removal agreement from The Dennstedt Co.; being Document No. 334544.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By *Francis Patten* Deputy

A G R E E M E N T  
WHEREAS, The Dennstedt Co. are the owners of Lot 20 Block 1 Pacific Pines and,  
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 December 1941, by The Dennstedt Co. that they will, for and in consideration of the permission granted their to remove 18 feet of curbing on 1880 Oliver Street 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.  
The Dennstedt Co. further agrees that this agreement shall be binding on 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.  
THE DENNSTEDT CO. By K.L.DENNSTEDT  
4110 El Cajon Blvd.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 3rd day of December A.D. Nineteen Hundred and Forty-one, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. 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 City of 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 DEC 11 1941 5 min. past 9 A.M. in book 1284 at page 207 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 removal agreement from The Dennstedt Co.; being Document No. 334545.

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

By *Francis Patten* Deputy

The Honorable City Planning Commission  
Room 260, Civic Center  
San Diego, California  
Gentlemen:

December 5, 1941

I, Victor Rosenberg, as the owner of the East 60 feet of Lots 20 and 21, Block 196, City Heights, do hereby declare that it is my intention to perpetually reserve a portion of Lot 20, Block 196, City Heights in order that there will be a 3 foot, 6 inch side yard for the building on the East 22 feet of Lots 18 and 19, Block 196, City Heights, pursuant to the granting of a Yard Variance petition (No. 1226) on December 3, 1941 by the City Planning Commission and confirmed by the City Council on December 9, 1941 by Resolution 75744.

VICTOR ROSENBERG  
3392 University Ave. San Diego,  
California.

Witness:- RAY N. KILGORE

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

On this 11th day of December, 1941, before me, Clark M. Foote Jr. a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Ray N. Kilgore 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 Victor Rosenberg 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) Clark M. Foote Jr.,  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires March 20, 1943  
RECORDED DEC 18 1941 10 A.M. in book 1279 at page 434 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. OSGOOD - 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 affidavit of Victor Rosenberg relative to use of Lot 20 Block 196, City Heights; being Document No. 334609.

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

By *Francis Patten* Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 12th day of December 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, by and through its Council, hereinafter sometimes designated as the City, and Harry L. Foster 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 certain materials and 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 36th Street Pipe Line in the County 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 3rd day of November 1941, marked "Document No. 333708, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications 36th Street Pipe Line said plans consisting of 4 sheets and said specifications consisting of 84 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 results from 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 Sections 1810 to 1816, both inclusive, of the Labor 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 Sections of the Labor 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 Article 4 of the Labor Code of the State of California; 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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:

Trade or Occupation	Per 8-hour day
Blade Men	\$ 6.00
Carpenters	9.00
Caulkers	6.00
Cement Finishers	10.00
Compressor Operators (Portable)	9.00
Concrete Mixermen (10 c.f. capacity and under)	7.00
Crane Operators	12.00
Dragline Operators	12.00
Drillers	7.00
Laborers, Common	6.00
Pipe Layers	8.00
Powdermen	8.00
Pump Men	6.00
Reinforcing Steel Workers (Placers and Tiers)	11.00
Shovel Operators	12.00
Shovel Firemen	8.00
Shovel Oilers	7.40
Teamsters	5.00
Tractor Operators	10.00
Trenching Machine Operators	11.00
Truck Drivers, under 15,500 pounds	5.60
Truck Drivers, over 15,500 pounds	6.40
Watchmen	5.00
Welders	11.00
Yarners	6.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 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 executed the same the day and year first hereinabove written.

ATTEST: FRED W. SICK  
City Clerk (SEAL)

THE CITY OF SAN DIEGO  
By P. J. BENBOUGH  
FRED W. SIMPSON  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

ATTEST: B. C. FOTLAND Contractor  
(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph).  
I hereby approve the form of the foregoing contract, this 11th day of December, 1941

JACOB WEINBERGER, City Attorney  
By H. B. DANIEL Asst. City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That 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 Thirty Seven Thousand One Hundred Forty Eight & 90/100 Dollars (\$37,148.90) (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 5th day of December 1941.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish certain materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of 36th 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 The City of San Diego on the 3rd day of November, 1941 marked Document No. 333708 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" 36th Street Pipe Line said plans consisting of 4 sheets, and said specifications consisting of 84 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 5th day of December 1941, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: B. C. FOTLAND

HARRY L. FOSTER Principal  
By HARRY L. FOSTER

MASSACHUSETTS BONDING AND INSURANCE COMPANY Surety  
By DONALD B. GOLDSMITH  
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.

I hereby approve the form of the within Bond this 11th day of December, 1941.  
JACOB WEINBERGER 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 12th day of December, 1941.

ATTEST: FRED W. SICK  
City Clerk (SEAL)

P. J. BENBOUGH  
FRED W. SIMPSON  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
members of the Council

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 5th day of December in the year one thousand nine hundred and forty-one, 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)  
My commission expires Mar. 12, 1942.

ZELDA B. MELANCON  
Notary Public in and for said County and State.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That 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 Eighteen Thousand Five Hundred Seventy Four and 45/100 Dollars (\$18,574.45), (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 5th day of December 1941.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of 36th St 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 3rd day of November, 1941, marked Document No. 333708 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" 36th Street Pipe Line said plans consisting of 4 sheets and said specifications consisting of 84 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 Eighteen Thousand Five Hundred Seventy Four and 45/100 Dollars (\$18,574.45), 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 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-bounden parties have executed this instrument under their seals this 5th day of December 1941, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: B. C. FOTLAND

HARRY L. FOSTER  
By Harry L. Foster Attorney-in-Fact  
Principal

MASSACHUSETTS BONDING AND INSURANCE COMPANY  
By Donald B. Goldsmith  
Attorney-in-Fact

ATTEST: B. C. FOTLAND

SURETY (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 5th day of December in the year one thousand nine hundred and forty-one, 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 11th day of December, 1941.

JACOB WEINBERGER 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 12th day of December 1941.

ATTEST: FRED W. SICK  
(SEAL) City Clerk

P. J. BENBOUGH  
FRED W. SIMPSON  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Harry L. Foster for installing 36th Street Pipe Line; being Document No. 334667.

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

By *Francis Patten* Deputy

A G R E E M E N T

WHEREAS, Snowflake Baking Company is the owner of Lots 4-5-6 Block 13 Culverwell's Addt. and,

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

THIS AGREEMENT, signed and executed this 15 day of December, by owner's that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on "G" St. adjacent to the above described property, bind themselves to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

Owner's 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.

SNOWFLAKE BAKING CO. (SEAL)  
By AUG. SWANSON, President  
701 - 16th St.

STATE OF CALIFORNIA, }  
County of San Diego } ss

On this 15th day of December, A.D. Nineteen Hundred and 41, before me, Helen E. Carr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Aug. Swanson, President of Snowflake Baking 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.

(SEAL) HELEN E. CARR  
Notary Public in and for the County of San Diego,  
State of California  
My commission expires June 21, 1944  
RECORDED DEC 18 1941 10 A.M. in book 1279 at page 433 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. Cole  
V. OSGOOD - 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 removal agreement from Snowflake Baking Company; being Document No. 334778.

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

By *Francis Patten* 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 One Thousand Five Dollars (\$1005.00), 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 16th day of December, 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: 3 2-1/2 ton G.M.C. truck chassis and cabs, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: J. B. WILTON  
ANDY WOODS  
Principal

ATTEST: O. E. WHITNEY  
Resident Assistant Secretary (SEAL)  
THE AETNA CASUALTY AND SURETY COMPANY  
By R. S. POSSINGER  
Resident Vice-President  
Surety

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 16th day of December, in the year nineteen hundred forty-one, 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) C. A. AKIN  
Notary Public in and for said Los Angeles County  
State of California  
My commission expires February 21, 1943

I hereby approve the form of the within Bond, this 22d day of December, 1941.

JACOB WEINBERGER City Attorney  
By H. B. DANIEL Asst. City Attorney  
WALTER W. COOPER  
City Manager

I hereby approve the foregoing bond this 22nd day of December 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 22nd day of December, 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 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 2-1/2 ton G.M.C. truck chassis and cabs, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 334036.

Said contractor hereby agrees to furnish, and deliver the material above described at and for the following prices, to-wit: Three Thousand Nine Hundred Dollars (\$3,900.00), plus the California State Sales Tax in the amount of One hundred seventy-eight Dollars (\$117.00).

Said contractor agrees to complete said delivery on or before the 20th day of December, 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 seven-hundred dollars (\$4,700.00), 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. 75750 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

ATTEST:

J. B. WILTON

I hereby approve the form of the foregoing contract, this 22d day of December, 1941.

JACOB WEINBERGER 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 three 2-1/2 ton trucks; being Document No. 334973.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Proctor* Deputy

KNOW ALL MEN BY THESE PRESENTS, That Hazard Gould & Company, a limited co-partnership, acting by and through E. B. Gould, General Partner, 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 hundred five Dollars (\$305.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds - - 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 19th day of December, 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 to said City, f.o.b. Public Work Shop, 20th and B Streets, San Diego, California, one (1) stationary, two-stage, air-cooled motor driven compressor, with 25 H.P. 3 phase, 60 cycle, 220 volts ball-bearing motor; in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: E. G. GOULD

HAZARD GOULD & CO. a limited co-partnership  
acting by and through E. B. GOULD General Partner  
Principal

ATTEST: PAUL PETERS

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

I hereby approve the form of the within Bond, this 26th day of December, 1941.

JACOB WEINBERGER City Attorney

By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 26th day of December, 1941

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA

County of San Diego

} ss

On this 19th day of December, 1941, 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, 1945.

# C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California this 26th day of December, 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 Hazard Gould & Company, a limited co-partnership, acting by and through E. B. Gould, General Partner, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City; f.o.b. Public Works Shop, 20th and B Streets, San Diego, California, one (1) stationary, two-stage, air-cooled motor driven compressor, with 25 H.P. 3 phase, 60 cycle, 220 volt, ball-bearing motor, all in accordance with the specifications therefor contained in Document No. 334188, on file in the office of the City Clerk of said City.

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

The sum of twelve hundred nineteen dollars (\$1219.00). Said price does not include the California State Sales Tax.

Said contractor agrees to furnish the equipment above described within three days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said 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 equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of twelve hundred nineteen dollars (\$1219.00), plus the California State Sales Tax; said payment to be made as follows:

Upon delivery of said equipment and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as 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. 75748 of the Council authorizing such execution, and the contractor has caused this contract to be executed by E. B. Gould, General Partner, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

HAZARD GOULD & CO. a limited Co-partnership acting  
by and through E. B. GOULD General Partner

Contractor

ATTEST: E. G. GOULD

PAUL PETERS

I hereby approve the form of the foregoing contract, this 26th day of December, 1941.

JACOB WEINBERGER 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 Hazard-Gould and Co. for one motor driven compressor; being Document No. 335049.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

## A G R E E M E N T

THIS AGREEMENT, made and entered into this 29th day of December, 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 thereof, Party of the First Part, hereinafter sometimes referred to as the "Owner", and FRANK L. HOPE, JR., hereinafter sometimes referred to as the "Architect", WITNESSETH:

WHEREAS, the Owner intends to erect and construct a new library building on the property now occupied by the present library building, which real property is more particularly described as follows: Lots D, E, F, G, H and I, Block 47, Horton's Addition, in the City of San Diego, County of San Diego, State of California; and

WHEREAS, it is desired by the Owner, and agreed to by the Architect, that said Architect will furnish preliminary studies and plans for the entire library building; and that the owner at this time will construct the first unit thereof only;

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 for the entire structure; working drawings, specifications; large scale and full size detail drawings for the first unit thereof only; drafting of forms of proposals and contracts; supervision of construction of said first unit and general administration of the business and supervision thereof until said first unit is completed and accepted by the Owner, giving the construction of such first unit such time and attention as may be necessary to ascertain if the same is being erected in accordance with the plans and specifications thereof. 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 of said first unit.

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 required herein to conform to approved standard specifications and details for the type of buildings and units thereof for general public library purposes, subject to the approval of the City Manager of said Owner; and said City Manager may, in his discretion, grant approval for substitute specifications or details thereof. The Architect shall work in conjunction with the City Manager of said Owner or other employee thereof whenever so designated by said City Manager 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 the first unit of said library building as aforesaid is estimated at a cost not to exceed One Hundred Thousand Dollars (\$100,000.00), including all expenses and Architect's fees.

It is further agreed that if, from the plans and specifications for said first unit, it shall appear to the satisfaction of the Owner that said first unit cannot be constructed in accordance with said Architect's plans and specifications for the said sum of One Hundred Thousand Dollars (\$100,000.00) (including all costs and 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 said construction may be completed for the price within the said sum of One Hundred Thousand Dollars (\$100,000.00), (including all costs and 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 or otherwise shall the total Architect's fees exceed the sums as hereinafter set forth in Paragraph 9, anything to the contrary in this agreement notwithstanding.

7. PRELIMINARY ESTIMATES: The Architect shall make or procure preliminary estimates on the cost of the work of the first unit 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 first unit 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 FEES. The fees payable to the Architect for the performance of all services required herein shall be six per cent (6%) of the cost of construction of said first unit, including in addition thereto a fee of One Thousand Dollars (\$1,000.00) for preliminary studies and plans for the entire structure; said fee of six per cent (6%) for the construction of said first unit shall be computed upon the cost of the work as shown by a final audit of the records of the Auditor and Comptroller of said Owner, in respect of which such services have been performed; subject, however, to any modifications growing out of the terms of this agreement or as hereinafter set forth, and all fees shall be payable as follows:

(a) Upon completion and approval by the City Manager of the preliminary studies for the complete library structure, including the first unit thereof, the architect shall receive the sum of One Thousand Dollars (\$1,000.00) and in addition thereto a payment of Six Hundred Dollars (\$600.00) to apply on the said fee of six per cent (6%) of the cost of construction of said first unit.

(b) Upon completion of specifications and general working drawings for said first unit, the Architect shall receive a sum sufficient to increase payments on said fee for the construction of said first unit, which, together with the sum of Six Hundred Dollars (\$600.00) aforesaid, shall not exceed thirty-three and one-third per cent (33-1/3%) of the agreed fee for the construction of said first unit, which payment or payments shall be computed upon a reasonable cost estimated on such completed specifications and drawings; or, if bids have been received, then as computed upon the lowest bona fide bid or bids for said first unit.

(c) In the event said proposed first unit is not constructed by the City after the

completion of said specifications and general working drawings therefor, then in that event the Architect's fee shall not exceed the sum of thirty-three and one-third per cent (33-1/3%) of Six Thousand Dollars (\$6,000.00), in full for all services rendered in connection therewith.

(d) Upon the commencement of construction work for said first unit, the Architect shall receive a sum computed upon the contract cost of the construction work thereof; which, together with previous payments made thereon to the Architect, shall amount to, and not exceed, sixty-six and two-thirds per cent (66-2/3%) of the agreed fee for the construction of said first unit.

(e) Payments on the balance of said fee for the construction of said first unit shall be made to the Architect from time to time in proportion to the amount of services to be rendered by him, subject at all times to the approval of the City Manager of said Owner. The payment of said balance, however, shall be subject to the hold-back as provided in Paragraph (10) herein.

(f) No deductions shall be made from the Architect's fee on account of penalty, liquidated damages or other sums withheld from payments to contractors.

10. PAYMENTS: It is expressly agreed between the parties hereto that the Architect's fee as set forth in Paragraph (9) hereof, after the commencement of construction of said first unit, shall be subject to a hold-back of ten per cent (10%) of said fee of six per cent (6%) of the cost of construction thereof, and that upon its completion, and when same shall be ready for occupancy and use in accordance with a written approval signed by the City Manager of said Owner, the balance of said Architect's fee of ten per cent (10%), to be held back as aforesaid, shall be due and payable to said Architect.

11. TECHNICAL ASSISTANTS: The Architect shall select and employ, at his own expense, such engineers and other experts as may be necessary for the proper execution of the drawings and specifications, and shall secure the approval in writing of the Owner's Manager of all such engagements of consultants or engineers.

12. SUSPENSION OR ABANDONMENT OF THE WORK: Should the execution of any work designed or specified by the Architect, for the construction of said first unit, or any part of such work, be abandoned or suspended by the Owner, the Architect shall be paid in accordance with the terms of Paragraphs (9) and (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 for said first unit of said library building before the Architect may receive payment under the terms of this paragraph.

13. 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.

14. CHANGE ORDERS: The Architect shall advise the Owner in writing of any material change, or changes, necessary in the plans and specifications of said first unit 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.

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 thereof by the City Manager of said Owner, shall supply nine (9) 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 for the construction of said first unit, 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. DECISION OF CITY MANAGER CONTROLLING. 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 the Architect will abide by the decision of the City Manager of said Owner, and that said decision, 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 Architect.

19. DEFINITION OF THE COST OF THE WORK: The "cost of the work" as heretofore used is to be ordinarily interpreted as meaning the total sums incurred for the execution of the work as shown by a final audit of the records of the City Auditor and Comptroller at the time said first unit is accepted for occupancy by said City Manager, but not including the cost of surveys and tests, the cost of insurance carried by the Owner, the cost of inspection, the fees paid for securing legal approval of the drawings and specifications, the Architect's fees, etc.

20. 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.

21. 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 for said first unit under the "segregated bid" plan, the Architect shall be bound to perform all architectural services in connection with said work, including supervision thereof, at and for the compensation herein provided.

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. 75870, adopted on the 23d day of December, 1941, 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 WALTER W. COOPER City Manager  
FRANK L. HOPE JR.

Party of the Second Part.

I HEREBY APPROVE the foregoing Agreement as to form and legality, this 16th day of December, 1941.

JACOB WEINBERGER, 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 Frank L. Hope Jr. for plans for Library Annex; being Document No. 335085.

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

By *Francis Patten* Deputy

#### L E A S E

THIS AGREEMENT, made and entered into this 27th day of December, 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 O. 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:

All of Pueblo Lot 1294; East Half of Pueblo Lot 1295; all that portion of Pueblo Lot 1293 lying north of the right of way of the Atchison, Topeka & Santa Fe Railway Company (excepting those portions of the ten-acre tracts shown as Canada San Buenaventura on the Pascoe Map lying within Pueblo Lot 1293); all as shown on Map of the Pueblo Lands of San Diego made by James Pascoe and filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California.

For a term of three (3) years, beginning on the 14th day of November, 1941, and ending on the 13th day of November, 1944, at the following rentals: Two Hundred Fifty Dollars (\$250.00) per year, for each and every year while this lease is in effect, 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) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

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

subsequent subletting or assignment.

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 2338 (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,  
By WALTER W. GOOPER  
City Manager

O. V. SEXSON  
Lessee

I HEREBY APPROVE the form of the foregoing lease this 3rd day of December, 1941.

JACOB WEINBERGER 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 O. V. Sexson on Pueblo Lands for agricultural purposes; being Document No. 335156.

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

By *Francis Tatten* Deputy

#### PROJECT AGREEMENT - 1941-43 BIENNIUM

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, 1943, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the City July 17, 1941, and by the Department July 23, 1941, providing for the work described herein as projects 42 and 46 inclusive; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental program to provide funds for additional improvement described herein as projects 47, 48, and 49;

NOW, THEREFORE, it is mutually agreed by and between the City and the Department that said agreement be amended 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
42	State highway routes described below			
(a)	Work by City:		General maintenance except as described in project 42(b), July 1, 1941, to June 30, 1943	(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	(City Funds)
	Rt. 12	14.80		
	Rt. 77	0.25		
	Rt. 200	5.72		
	Rt. 2 (portion)	4.69	Maintain signs	(City Funds)
	Rt. 12 (portion)	10.46		
	Rt. 77	0.25		
	Rt. 200 (portion)	5.34		
(b)	Work by Department:			
	Rt. 2 (portion)	17.56	General Maintenance	\$20,000.00
	Rt. 12 (portion)	4.34	July 1, 1941 to	4,340.00
	Rt. 200 (portion)	0.38	June 30, 1943	500.00
	Rt. 2 (portion)	17.56		400.00
	Rt. 12 (portion)	4.34	Maintain signs	100.00
	Rt. 200 (portion)	0.38		25.00
43	Pacific Highway, Rt. 2 from Tecolote Cr. to La Jolla Junction	7.60	Surface shoulders	10,300.00
44	El Cajon Blvd., Rt. 12, from Texas St. to Euclid Ave.	2.75	Apply seal coat	1,500.00
45	El Cajon Blvd., Rt. 12, from College Way to east city limits	1.66	Resurface:	
(a)	Work by City		Purchase of materials	12,430.00
(b)	Work by Department		Construction	11,070.00
46.	Contingencies:			25,000.00
(a)	El Cajon Ave., Rt. 12, at Harbison St.		Surveys and plans	\$100.00
47	El Cajon Ave., Rt. 12, at Harbison St.		Install culvert	2,000.00
48	Rt. 77 relocation: Eleventh St. and extension, from A St. to north city limits	6.90	Grade and pave	250,000.00
49	Pacific Highway, Rt. 2 at Gaines St.		Install culvert	5,000.00
Total				\$342,665.00

The State highway routes to be maintained under project 42 are described as follows:  
Route 2, Primary (portion by the City), Market Street, from Twelfth Street, Route 12, to Pacific Highway; a length of approximately 1.02 miles for this portion.

Route 2, Primary (portion by the Department); Pacific Highway, from Market Street to north city limits at Sorrento Creek; a length of approximately 17.56 miles for this portion.

Route 2, Secondary (portion by the City). 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 (portion by the City). 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, Primary (portion by the Department). El Cajon Avenue, from Texas Street to College Way; a length of approximately 4.34 miles for this portion.

Route 12, Secondary (portion by the City). 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 (portion by the City). 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.

Route 200 (portion by the Department). 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.

Traffic stripes will be painted by the City on the full lengths of the above routes.

Signs are to be maintained by the City and by the Department on their portions of the respective routes.

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 42(a), will be performed by or under the direct supervision of the City, except the general maintenance and the maintenance of signs as described in project 42(b).

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 provide sufficient money from other 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 such State highway route and maintain such street with its own forces, and such cost 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 and the maintenance of signs thereon, as described in project 42(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 work described in project 42(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 work described in project 42(b) will be charged for at the rental rates established by the Department.

ARTICLE III. SURVEYS AND PLANS

The Department will make the surveys and plans designated in project 46(a).

ARTICLE IV. CONSTRUCTION

The City will purchase the materials as set forth in project 45(a).

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 43, 44, 45(b), 47, 48, and 49, 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 43, 44, 45(b), 47, 48, and 49, 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 43, 44, 45(b), 47, 48, and 49, 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 203 of the Streets and Highways Code, are available as follows:

Unexpended under project 25(b)	\$ 2,176.77
" " " 31(b)	1,512.84
" " " 35	78.59
" " " 38	2,346.03
" " projects 26, 27, 29, and 34	1,768.17
Accrued and unprogrammed to June 30, 1941	11,219.03
Estimated to accrue, 1941-43 biennium	366,010.00

Total \$385,111.43

The amount of \$342,665.00 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for the projects listed in Article I are estimated amounts, and the actual revenue and the actual cost of the 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, 1943, in addition to the amounts specified herein, will be provided by the City.

The amount of \$25,000.00 provided for contingencies under project 46 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 Department hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in project 45(a).

As the work progresses on project 45(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 42(b), 43, 44, 45(b), 46(a), 47, 48, and 49, 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, 1943, 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 42(b), 43, 44, 45(b), 46(a), 47, 48 and 49, 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 VI. 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 all other 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 the State highway routes described in project 42(a).

Within sixty days after completion of the work described in project 45(a), the City shall 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 the State highway routes described in project 42(b).

Within sixty days after completion of each item of the budget described in projects 43, 44, 45(b), 47, 48, 49, and 46(a), the Department shall submit to the City a final report of expenditures made for such work.

#### ARTICLE VII. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the City such administrative powers, jurisdiction, and authority as are vested by law in the Department to regulate and control the streets constituting the designated State highway routes within the City, except that no U. S. 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 10th day of December, 1941, and the Department on the 19th day of December, 1941.

Approval recommended:

L. V. CAMPBELL

Engineer of City and Cooperative Projects

Approved as to form and procedure:

C. C. CARLETON

Chief Attorney

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS

By G. M. MC COY

Assistant State Highway Engineer

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 for State highways; being Document No. 335086.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis 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 Four Thousand Two Hundred Eighteen Dollars (\$4,218.00), 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, 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 to said City: 15 - Ford Fordor Sedans in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: FRED V. BROWN  
an individual doing business as the  
BROWN MOTOR COMPANY  
Principal

ATTEST: MARYLAND CASUALTY COMPANY (SEAL)  
By F. F. EDELEN Its Attorney in Fact  
Surety.

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 26th day of December, 1941, 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, 1945

I hereby approve the form of the within Bond, this 2d day of Jan. 1942.  
JACOB WEINBERGER City Attorney  
By H. B. DANIEL  
Deputy City Attorney

I hereby approve the foregoing bond this 2nd day of January 1942.  
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 December, 1941, by and between The City of San Diego, a municipal corporations 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 as the 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: 15 - Ford Fordor Sedans in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 332981.

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

15 - Ford Fordor Sedans	@ \$1124.62 each	\$ 16,869.30
Less trade allowance on the following Police cars:		
1937 Ford Police Dept. #85	202.00	
1937 Ford Police Dept. #83	206.00	
1936 Ford Police Dept. #54	160.00	
1936 Ford Police Dept. #45	110.00	
	\$ 678.00	678.00
		\$ 16,191.30

The above price includes the California State Sales and/or Use Tax.

Said contractor agrees to begin delivery of said equipment within seven (7) days from and after the execution of this contract, and to complete said delivery on or before the 5th day of February, 1942.

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: Sixteen Thousand One Hundred Ninety-one and 30/100 Dollars (\$16,191.30), 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 he 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 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. 75456 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 as BROWN MOTOR COMPANY

Contractor

ATTEST: ANDY TIPTON

I hereby approve the form of the foregoing contract, this 2d day of Jan. 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Brown Motor Co. for 15 Ford Sedans; being Document No. 335188.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

#### FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 5th day of January, 1942, 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 American Concrete and Steel Pipe Company party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the contractor by the City, in manner and form as hereinafter in attached specifications provided, the contractor hereby covenants and agrees to and with the City, to furnish certain materials and 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 Eleventh Street Pipe Line Connection in the County of San Diego, State of California, being and as per Schedule II all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 2nd day of December 1941, marked "Document No. 334392, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Eleventh Street Pipe Line Connection said plans consisting of 5 sheets and said specifications consisting of 108 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 results from 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 Sections 1810 to 1816, both inclusive, of the Labor 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 Sections of the Labor 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 Article 4 of the Labor Code of the State of California; 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 laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

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 sub-contractor:

Trade or Occupation	Per 8-hour day
Blade Men	\$ 6.00
Carpenters	9.00
Caulkers	6.00
Cement Finishers	10.00
Compressor Operators (Portable)	9.00
Concrete Mixermen (10 c.f. capacity and under)	7.00
Crane Operators	12.00
Dragline Operators	12.00
Drillers	7.00
Laborers, Common	6.00
Pipe Layers	8.00
Powdermen	8.00
Pump Men	6.00
Reinforcing Steel Workers(Placers and Tiers)	11.00
Shovel Operators	12.00
Shovel Firemen	8.00
Shovel Oilers	7.40
Teamsters	5.00
Tractor Operators	10.00
Trenching Machine Operators	11.00
Truck Drivers, under 15,500 pounds	5.60
Truck Drivers, over 15,500 pounds	6.40
Watchmen	5.00
Welders	11.00
Yarners	6.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 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 caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By P. J. BENBOUGH  
FRED W. SIMPSON  
ERNST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

ATTEST: FRED W. SICK  
(SEAL) City Clerk

AMERICAN CONCRETE AND STEEL PIPE COMPANY  
By ERNEST F. BENT, Vice Pres.

ATTEST: J. M. MCADAM  
(SEAL) Sec'y.  
(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceeding paragraph).

I hereby approve the form of the foregoing contract, this 2d day of January, 1942.  
JACOB WEINBERGER, City Attorney  
By H. B. DANIEL  
Asst. City Attorney

STATE OF CALIFORNIA, }  
County of Los Angeles } ss

On this 30th day of December, 1941, before me, S.M.Smith, 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 Theresa Fitzgibbons, 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) S. M. SMITH  
My commission expires Feb. 18, 1942 Notary Public in and for the County of Los Angeles, State of California

The initial premium on FORM OF FAITHFUL PERFORMANCE BOND #4541 574-A  
this bond is \$1419.30

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 - - - - - 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 Ninety Four Thousand Six Hundred Twenty and 50/100 Dollars (\$94,620.50) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of December 1941.

WHEREAS, the said principal has entered into the annexed contract with the City of San Diego to furnish certain materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Eleventh Street Pipe Line Connection 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 2nd day of December, 1941 marked Document No. 334392 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Eleventh Street Pipe Line Connection said plans consisting of 5 sheets, and said specifications consisting of 108

sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 30th day of December 1941, 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: J. M. MC ADAM, SEC'Y.

AMERICAN CONCRETE & STEEL PIPE COMPANY  
By ERNEST F. BENT, Vice Pres.

Principal (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By W. M. WALKER Attorney-in-Fact

By THERESA FITZGIBBONS Agent

Surety (SEAL)

Countersigned by DONALD C. BURNHAM  
201 Broadway, San Diego Cal.

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 2d day of January, 1942.

JACOB WEINBERGER, 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 5th day of January, 1942.

P. J. BENBOUGH

FRED W. SIMPSON

ERNEST J. BOUD

HARLEY E. E. KNOX

A. E. FLOWERS

Members of the Council

ATTEST: FRED W. SICK

City Clerk

(SEAL)

STATE OF CALIFORNIA,

County of Los Angeles

} ss

On this 30th day of December, 1941, before me, S. M. Smith, 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 Theresa Fitzgibbons 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.

S. M. SMITH

(SEAL)

Notary Public in and for the County of Los Angeles  
State of California

My commission expires Feb. 18, 1942

#### FORM OF LABOR AND MATERIALMEN'S BOND

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 - - 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 Seven Thousand Three Hundred Ten and 25/100 Dollars (\$47,310.25), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of December 1941.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish certain materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Eleventh Street Pipe Line Connection 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 2nd day of December, 1941, marked Document No. 334392 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Eleventh Street Pipe Line Connection said plans consisting of 5 sheets and said specifications consisting of 108 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 Forty-Seven Thousand Three Hundred Ten and 25/100 Dollars (\$47,310.25) being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use 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 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-bounden parties have executed this instrument under their seals this 30th day of December 1941, 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: J. M. MC ADAM, Sec'y.  
Countersigned by  
DONALD C. BURNHAM  
201 Broadway, San Diego.

AMERICAN CONCRETE AND STEEL PIPE COMPANY  
By ERNEST F. BENT, Vice Pres. (SEAL)  
Principal  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By WM. M. WALKER Attorney-in-Fact  
THERESA FITZGIBBONS Agent  
Surety (SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 2d day of January, 1942.

JACOB WEINBERGER 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 5th day of January 1942.

P. J. BENBOUGH  
FRED W. SIMESON  
ERNEST J. BOUD  
HARLEY E. KNOX  
A. E. FLOWERS  
Members of the Council

ATTEST: FRED W. SICK  
City Clerk (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with American Concrete and Steel Pipe Co. for Eleventh Street Pipe Line Connection, being Document No. 335208.

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

By *Francis Patten* Deputy

#### A G R E E M E N T

WHEREAS, Paul W. Myers and Eleanor Myers are the owners of Lots #46 to 59 incl. Block 103 Ocean Bay 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 4th day of December 1941, by Paul W. Meyers & Eleanor Myers that they will, for and in consideration of the permission granted them to remove 125 feet of curbing on West Point Loma Blv'd 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.

PAUL W. MYERS & ELEANOR E. MYERS  
730 Brighton Ct. Mission Beach

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 4th day of December, A.D. Nineteen Hundred and Forty-One before me, Lucille Keach, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul W. Myers & Eleanor E. Myers known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)  
My commission expires July 1, 1944

LUCILLE KEACH  
Notary Public in and for the County of San Diego  
State of California

RECORDED DEC 26 1941 56 min. past 9 A.M. in book 1294 at page 117 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 removal agreement from Paul W. Myers, being document No. 334836.

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

By *Francis Patten* Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY AMERICAN CONCRETE & STEEL PIPE COMPANY, UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE UPAS STREET PIPE LINE CONNECTION, WHICH SAID CONTRACT IS DATED AUGUST 5, 1941, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO, AS DOCUMENT NO. 331505.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by American Concrete & Steel Pipe Company, and which said contract is dated August 5, 1941, and is on file in the office of the City Clerk of said City as Document No. 331505, were completed and furnished to the satisfaction of the Hydraulic Engineer of The City of San Diego in charge of and having supervision of said work on December 22nd, 1941.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on December 23, 1941, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by American Concrete & Steel Pipe Company. 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 forth herein.

Dated at San Diego, California, this 23rd day of December, 1941.

THE CITY OF SAN DIEGO (SEAL)  
By FRED W. SICK

City Clerk

RECORDED DEC 24 1941 25 min. past 11 A.M. in book 1286 at page 264 of official records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By NephOWE

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 notice of completion of Upas Street Pipe Line Connection; being Document No. 334990.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

#### A G R E E M E N T

WHEREAS, Bohemian Distributing Company are the owners of Lot 12 Block 76 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 17th day of December, by Bohemian Distributing Company that we will, for and in consideration of the permission granted us to remove 20 feet of curbing on Laurel 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 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.

A. TRAPANI  
1025 West Laurel Street

STATE OF CALIFORNIA, )  
County of San Diego ) ss

On this 17th day of December, A.D. Nineteen Hundred and Forty-one, before me, Gloria Ann Jacobs a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. Trapani 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) GLORIA ANN JACOBS  
Notary Public in and for the County of San Diego,  
State of California

My commission expires December 27, 1944

RECORDED DEC 26 1941 56 min. past 9 A.M. in book 1286 at page 277 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 removal agreement from Bohemian Distributing Company; being Document No. 335028.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

KNOW ALL MEN BY THESE PRESENTS, That HUDSON-TUCKER, INC., 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 EIGHT HUNDRED NINETY-ONE Dollars (\$891.00), 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 3rd day of January, 1942.

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 333 Model "R" Worthington-Gamon 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.

HUDSON-TUCKER, INC. (SEAL)  
W. H. HUDSON Pres.

ATTEST: H.F.TUCKER

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

ATTEST:

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 3rd day of January, 1942, 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 presents, 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  
Notary Public, in and for said County and State

My commission expires Jan. 9, 1945

I hereby approve the form of the within Bond this 8th day of January, 1942.

JACOB WEINBERGER  
City Attorney

I hereby approve the foregoing bond this 8 day of January 1942.

WALTER W. COOPER  
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 8 day of January, 1942, 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 Hudson-Tucker, 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 to said City: 333 Model "R" Worthington-Gamon Meters, with 3/4" couplings, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 333406.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Three Thousand Five Hundred Sixty-three and 10/100 Dollars (\$3,563.10). Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 10 days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of February, 1942.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Five Hundred Sixty-three and 10/100 Dollars (\$3,563.10), 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. 75854 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

HUDSON TUCKER, INC.  
W. H. HUDSON, Pres.

ATTEST:

Contractor

I hereby approve the form of the foregoing contract, this 8th day of January, 1942.

JACOB WEINBERGER  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

contract with Hudson-Tucker Inc. for water meters; being Document No. 335283.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

#### A G R E E M E N T

THIS AGREEMENT, made and entered into this 2d day of December, 1941, between The City of San Diego, a municipal corporation, acting by and through its City Manager, hereinafter sometimes referred to 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 its Board of Supervisors, hereinafter sometimes referred to as the "County", party of the second part, WITNESSETH:

THAT WHEREAS, Chapter 1115 of the Statutes of 1941, which relates to the municipal court established in the City of San Diego, provides among other things as follows:

"The city shall reimburse the county in the amount of 20 per cent of all costs of maintaining and operating the municipal court from such muni-court fines and forfeitures as by law would otherwise become the property of the city. The amount to be paid may be deducted and retained for the account of the county by the county auditor, as often as may be practicable, and at least semi-annually, from the amounts payable to the City pursuant to Section 1463 of the Penal Code.

"The City in which the court is established shall provide and maintain suitable quarters for one department of the municipal court, including heating, light and janitorial service, and the city and county shall enter into an agreement providing for the payment of the rental thereof, including heat, light and janitor service, by the county out of the municipal court fund, if there be one, or if there be no such fund, out of the general fund. and

WHEREAS, at the time said Chapter 1115 was passed by the State Legislature it was understood and agreed between said City and said County that in consideration of the furnishing by the City of suitable quarters for one department of the municipal court, including heat, light, water and janitorial service, the County would pay the City therefor at the rate of \$3800.00 per year, beginning with the effective date of said Chapter 1115, to-wit: September 13, 1941; and

WHEREAS, said understanding and agreement was not reduced to writing and it is now desired so to do; NOW, THEREFORE,

In consideration of the premises and of the matters and things hereinafter recited, the City and the County hereby agree together as follows:

The City will provide and maintain suitable quarters for one department of the municipal court, consisting of a total area of approximately 5,224 square feet, in its Police Headquarters Building, and in addition thereto will furnish janitorial service therefor, together with light, heat, power and water.

The County shall pay to the City for said space, janitorial service, and utilities, the sum of Three Thousand Eight Hundred Dollars (\$3800.00) per year, beginning September 13, 1941, which said sum shall be payable in twelve equal monthly installments, that is to say: The County shall pay monthly, one-twelfth of said sum; EXCEPT, however, that upon the execution of this agreement there shall be payable a sum equal to three-twelfths of said \$3800.00.

IN WITNESS WHEREOF, The City of San Diego, party of the first part, has caused this instrument to be executed by its City Manager, acting under and pursuant to Resolution No. 75736 of the Council authorizing such execution, and The County of San Diego, party of the second part, has caused this instrument to be executed by the Chairman of its Board of Supervisors, acting under and pursuant to resolution of said Board of Supervisors dated January 5, 1942, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

Party of the First Part,

By WALTER W. COOPER

City Manager.

THE COUNTY OF SAN DIEGO,

Party of Second Part,

By WALTER BELLON Chairman of  
Board of Supervisors

(COUNTY SEAL)

APPROVED:

THOMAS WHELAN District Attorney

By W. C. WINNEK, Chief Dep.

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3d day of December, 1941.

JACOB WEINBERGER, 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 between San Diego City and San Diego County for space in Police Headquarters for municipal courts; being Document No. 335302.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

#### AGREEMENT FOR MODIFICATION OF TIDELAND LEASE

THIS AGREEMENT, made and entered into this 31st day of December, 1941, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the Harbor Commission of said City, party of the first part, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a corporation, party of the second part, WITNESSETH:

THAT WHEREAS, pursuant to the authorization contained in Ordinance No. 7847 of the ordinances of The City of San Diego, passed and adopted on the 25th day of September, 1919, The City of San Diego granted to The Atchison, Topeka and Santa Fe Railway Company a lease of certain tidelands, which said lease is dated November 12, 1919, bears official Document No. 127750, and is recorded in Book 3, page 356, et seq., Records of the City Clerk; and

WHEREAS, the parties hereto desire to amend said lease in the particulars hereinafter mentioned;

NOW, THEREFORE, in consideration of the mutual consent of the parties hereto, it is hereby agreed as follows:

That said lease of November 12, 1919, is hereby modified and amended in the following respects, to-wit:

That there are eliminated from the leased premises two (2) parcels of land, designated herein as "Parcel A" and "Parcel B," described as follows:

## PARCEL A:

An irregular shaped parcel of tideland adjacent to the unnumbered Pueblo Lot known as the "Hartupsee Tract," being a portion of the tidelands of The City of San Diego leased to The Atchison, Topeka and Santa Fe Railway Company, under authority of Ordinance No. 7847 of said City, said lease being recorded in Book 15 of Leases, page 256, Records of said County, said parcel being more particularly described as follows:

Commencing at the point of intersection of the southerly line of Commercial Avenue with the westerly line of Ninth (9th) Avenue; thence south  $0^{\circ} 24' 20''$  east along the westerly line of Ninth Avenue a distance of 44.27 feet to a point; thence south  $52^{\circ} 35' 20''$  west a distance of 82.75 feet, more or less, to a point on a curve concave to the southwest, having a radius of 2,814.93 feet, and the center of which bears south  $41^{\circ} 10' 17''$  west, said curve point being on the southwesterly line of The Atchison, Topeka and Santa Fe Railway Company's right of way across the tidelands; thence southeasterly along the southwesterly line an arc distance of 409.50 feet to the true point or place of beginning, said true point being the point of intersection of the southwesterly line of said Railway Company's right of way with the northeasterly line of the proposed northwesterly extension of Colton Avenue (100 feet wide); thence south  $52^{\circ} 06' 10''$  east along the said northeasterly line, a distance of 388.72 feet, more or less, to a point in the Northeasterly line of said Railway Company's right of way; thence south  $35^{\circ} 30' 55''$  east along the northeasterly line of said Railway Company's right of way, a distance of 350.29 feet to a point on the southwesterly line of said proposed Colton Avenue extension; thence north  $52^{\circ} 06' 10''$  west along the said southwesterly line a distance of 213.09 feet to the point of a tangent curve concave to the southeast, having a radius of 20 feet; thence southwesterly along the arc of said curve, an arc distance of 57.04 feet to its point of ending, said point being on the southwesterly line of the said Railway Company's right of way; thence following along the said southwesterly line, first on a tangent north  $35^{\circ} 30' 55''$  west a distance of 276.12 feet; thence on the arc of a tangent curve concave to the southwest having a radius of 2,814.93 feet, an arc distance of 248.58 feet, more or less, to the true point or place of beginning, containing 37,920 square feet of tideland area.

Said above-described premises being shown upon Drawing No. 14-B-2, dated February 25, 1941, hereto attached, marked "Exhibit A," and by reference thereto and made a part hereof.

## PARCEL B:

An irregular shaped parcel of land adjacent to Pueblo Lot 1163, being a portion of said tidelands of said City, leased to said Railway Company by lease recorded in Book 15 of Leases, page 256, Records of said County of San Diego, said parcel being more particularly described as follows:

Beginning at a point in official mean high tide line, as said mean high tide line was established for the Bay of San Diego by that certain Superior Court action numbered 35473, that is north  $82^{\circ} 37' 40''$  west 62.802 feet from the easterly end of that certain course designated north  $82^{\circ} 37' 40''$  west 100.022 feet on said mean high tide line; thence easterly on the arc of a curve, concave northerly, having a radius of 1,450 feet, the radial line at said point of beginning bearing north  $19^{\circ} 43' 45''$  east, a distance of 282.35 feet, to a point in the southerly line of said Railway Company's 100 foot right of way; thence along said southerly line north  $81^{\circ} 25' 40''$  west 654.82 feet; thence northeasterly on the arc of a curve concave northwesterly, having a radius of 25.00 feet; the radial line at the beginning of said arc bearing north  $37^{\circ} 10' 00''$  west, a distance of 5.47 feet to a point in said official mean high tide line; thence along said mean high tide line the following courses and distances: South  $87^{\circ} 08' 40''$  east 33.84 feet; thence south  $84^{\circ} 51' 40''$  east 100.18 feet; thence south  $86^{\circ} 17' 40''$  east 100.362 feet; thence south  $83^{\circ} 56' 40''$  east 100.097 feet; thence south  $82^{\circ} 37' 40''$  east 37.22 feet to the point of beginning; containing an area of 9,048 square feet, or 0.208 acres, of tidelands.

Said above-described premises being shown upon Drawing No. 14-B-3, dated February 25, 1941, hereto attached, marked "Exhibit B" and by reference thereto made a part hereof.

It is further understood and agreed that all of the terms and conditions of said lease of November 12, 1919, except as hereinabove specifically modified, shall continue in full force and effect.

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 The Atchison, Topeka and Santa Fe Railway Company 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 R. H. VAN DEMAN

EMIL KLIKA

WILLIAM E. HARPER

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

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

By F. G. GURLEY

Its Vice President

ATTEST: C. W. JONES

Assistant Secretary (SEAL)

I hereby approve the form of the foregoing Agreement this 27th day of June, 1941.

D. L. AULT City Attorney

By H. B. DANIEL

Assistant City Attorney

STATE OF CALIFORNIA,

County of San Diego.

} ss

On this 31st day of December A.D. 1941, before me, Zola E. Gartner, a Notary Public in and for said County, personally appeared R. H. Van Deman, Emil Klicka and William E. Harper, known to me to be the members of the Harbor Commission of The City of San Diego, known to me to be the persons who executed the within instrument on behalf of The City of San Diego, the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL)

My commission expires July 8, 1943

ZOLA E. GARTNER

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

STATE OF ILLINOIS

County of Cook

} ss

On this 25th day of October in the year one thousand nine hundred and forty-one, before me, George L. Garver a Notary Public in and for the County of Cook State of Illinois, personally appeared F. G. Gurley known to me to be the Vice President of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed 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 said County the day and year in this certificate first above written.

GEORGE L. GARVER

(SEAL)

Notary Public in and for said County of Cook  
State of Illinois

STATE OF CALIFORNIA

County of Los Angeles

} ss

On this 4th day of November in the year one thousand nine hundred and forty-one, before me, S. A. Forrester a Notary Public in and for said County of Los Angeles State of California, personally appeared C. W. Jones known to me to be the Assistant Secretary of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons 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 said County the day and year in this certificate first above written.

S. A. FORRESTER

(SEAL)

Notary Public in and for said County of  
Los Angeles, State of California  
EXHIBIT A (Drawing No. 14-B-2)  
EXHIBIT B (Drawing No. 14-B-3)

I HEREBY CERTIFY THAT the above and foregoing is a full, true and correct copy of tideland lease with A. T. & S. F. Ry. Co.; being Document No. 335297.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Bowers* 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 Seventy-Two Dollars (\$572.00), 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 30th day of December, 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 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 hereby attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego 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 &amp; ELECTRIC COMPANY

By A. E. HOLLOWAY Vice Pres

Principal

(SEAL) ATTEST:

E. L. TOLSON

Resident Assistant Secretary

THE AETNA CASUTLAY AND SURETY COMPANY

By PAUL WOLCOTT Resident Vice-President

Surety

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 30th day of December, 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)

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 January, 1942.

JACOB WEINBERGER 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. 75807 passed and adopted on the 16th day of December, 1941, require and fix the sum of \$572.00 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 13th day of January 1942, 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, 1941, to-wit: To and including November 30, 1942.

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, 1941, 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 Eighty-four and 80/100 Dollars (\$2,284.80) 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 "El Cajon Boulevard Lighting District No. 1."

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 Two Hundred Eighty-four and 80/100 Dollars (\$2,284.80) 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 Two Hundred Eighty-four and 80/100 Dollars (\$2,284.80).

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.

ATTEST:

J. A. CANNON

Secretary

(SEAL)

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

PAUL J. HARTLEY

ERNEST J. BOUD

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council

ATTEST:

FRED W. SICK

City Clerk

By Helen M. Willig, Deputy (SEAL)

I hereby approve the form of the foregoing Contract, this 6 day of January, 1942.

JACOB WEINBERGER 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 Blvd. Lighting District No. 1; being Document No. 335262.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Fatten* Deputy

The initial premium on this bond is \$152.16

No. 4541489-A

KNOW ALL MEN BY THESE PRESENTS, That MACCO CONSTRUCTION COMPANY, a corporation, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND EIGHT HUNDRED FOUR Dollars (\$3,804.00), 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 January, 1942.

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 improve Euclid Avenue, between Dwight Street and Isla Vista Drive, in the City of San Diego, California, consisting of the grading of a portion of the street; construction of curb, curb inlets and culverts; removal of existing curb inlet, culvert, curb and a portion of the concrete abutment wing-wall; dismantling and removal of the existing timber bridge shown on the plans above the concrete piers and abutments, and the construction of standard wire link guard fence, 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.  
MACCO CONSTRUCTION COMPANY (SEAL)  
By JOHN MAC LEOD President

ATTEST: FRED H. BROWN  
Sec. & Treas.  
Principal  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)  
By D. M. LADD Attorney in Fact  
Surety

ATTEST: S. M. SMITH  
Agent  
STATE OF CALIFORNIA, }  
County of Los Angeles } ss

On this 7th day of January, 1942, 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 D. M. Ladd 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  
My commission expires May 3, 1942  
I hereby approve the form of the within Bond, this 13th day of January, 1942.  
JACOB WEINBERGER City Attorney  
By J. H. McKinney Deputy City Attorney

I hereby approve the foregoing bond this 13th day of January 1942.  
WALTER W. COOPER  
City Manager

Premium included in performance MATERIAL AND LABOR BOND  
bond.

KNOW ALL MEN BY THESE PRESENTS, That MACCO CONSTRUCTION COMPANY, a corporation, as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN THOUSAND SIX HUNDRED EIGHT Dollars (\$7,608.00), 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 January, 1942.

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, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the improvement of EUCLID AVENUE, between Dwight Street and Isla Vista Drive, in the City of San Diego, California, consisting of the grading of a portion of the street; construction of curb, curb inlets and culverts, removal of existing curb inlet, culvert, curb and a portion of the concrete abutment wing-wall; dismantling and removal of the existing timber bridge shown on the plans above the concrete piers and abutments, and the construction of standard wire link guard fence, all as more particularly and in detail set forth in those certain plans and specifications therefor contained in Document No. 330806, on file in the office of the City Clerk of said City; 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 Seven Thousand Six Hundred Eight Dollars (\$7,608.00), 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, its successors and 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 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 fees as shall be fixed by the Court, awarded and taxed as in the above mentioned statute provided.

IN WITNESS WHEREOF, the said principal 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.

ATTEST: FRED H. BROWN  
Sec. & Treas.  
Principal  
MACCO CONSTRUCTION COMPANY (SEAL)  
By JOHN MAC LEOD President  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)  
By D. M. LADD Attorney in Fact  
Surety

ATTEST: S. M. SMITH  
Agent  
STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 7th day of January, 1942, 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 D. M. Ladd 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  
My commission expires May 3, 1942  
I HEREBY APPROVE the form of the foregoing Bond, this 13th day of January, 1942.  
JACOB WEINBERGER, City Attorney  
By J. H. McKinney Deputy City Attorney



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 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 contract 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 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 said 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 by 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 it will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Trade or Occupation	Per Diem Wage 8 hours
Asphalt raker	\$ 6.00
Asphalt spreader	6.00
Auto mechanic	8.00
Blacksmith	6.00
Blademan	6.00
Bricklayer	12.00
Bricklayer tender	7.00
Bulldozer operator	8.00
Bulldozer operator, over 50 H.P.	10.00
Carpenter	9.00
Caulker	6.00
Cement finisher	10.00
Clerk	6.00
Compressor operator	9.00
Concrete mixerman, 10 cu ft and under	7.00
Concrete mixerman	10.00
Concrete spreader	6.00
Concrete tamper	6.00
Crane operator	12.00
Driller	7.00
Drill sharpener	6.00
Electrician	10.00
Engineer, hoisting	10.00
Engineer, asphalt plant	11.00
Finish machine operator	10.00
Form setter	9.00
Jackhammerman	7.00
Kettleman, asphalt or lead	6.00
Laborer, common	6.00
Materialman	6.00
Pipelayer	8.00
Plumber	11.00
Powderman	8.00
Pumpman	6.00
Reinforcing, preassembled steelworker	10.00
Road grader operator	10.00
Roller operator	10.00
Shovel operator	12.00
Shovel fireman and watchman	8.00
Shovel oiler	7.40
Teamster	5.00
Tractor operator, with attachments	10.00
Timekeeper	6.00
Trenching machine operator	11.00
Truck driver, 15,000# and under	5.60
Truck driver, over 15,000#	6.40
Watchman	5.00
Welder	11.00
Skilled laborer, not above listed	8.00
Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per day of 8 hours.	

Legal holidays, including Sundays and Saturdays where crafts work a five day week, and other overtime when permitted by law, to be paid for at the rate of time and one half.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. It shall provide and maintain all necessary barriers, guards watchmen and lights.

If the contractor considers any work required of it to be outside the requirements of this contract, or considers any record or ruling of the City Engineer unfair, it 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, 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. 75803 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  
MACCO CONSTRUCTION COMPANY  
By JOHN MAC LEOD President

ATTEST: FRED H. BROWN

Sec. & Treas. (SEAL)

I HEREBY APPROVE the form and legality of the foregoing Contract this 13th day of January, 1942.

JACOB WEINBERGER, 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 Macco Construction Co. for improvement of Euclid Avenue between Dwight Street and Isla Vista Drive; being Document No. 335436.

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

By *Francis Patton* Deputy

KNOW ALL MEN BY THESE PRESENTS, That The Seagrave Corporation, a corporation, as Principal, and Globe Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Six thousand nine hundred seventy-two Dollars (\$6,972.00), 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, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of October 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 to said City: Two (2) motor propelled combination 1250 G.P.M. pumping engines, water tanks and hose cars (Seagrave Model 12-J-1, triple combination 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.

ATTEST: T. C. BLACK Secy.

(SEAL)

THE SEAGRAVE CORPORATION  
By H. B. SPAIN President

Principal

(SEAL)

GLOBE INDEMNITY COMPANY  
By WILL H. BATES Attorney-in-Fact  
Surety

On October 29th, 1941, personally did appear before me Will H. Bates, known by me as Attorney-in-Fact of Globe Indemnity Co., and did subscribed this bond in my presence.

L. B. KASER

(SEAL)

Notary Public, Franklin County, O.

My commission expires Jan. 21, 1944.

I hereby approve the form of the within bond this 17th day of November, 1941.

JACOB WEINBERGER City Attorney  
By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 17th day of November 1941.

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 29th day of October, 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 THE SEAGRAVE CORPORATION, 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: Two (2) motor propelled combination 1250 G.P.M. pumping engines, water tanks and hose cars (Seagrave Model 12-J-1, triple combination pumping engine, hose car and 100 gallon water tank), in accordance with the specifications therefor contained in Document No. 328726, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver the equipment above described at and for the following price, to-wit: The sum of twenty-seven thousand eight hundred eighty-seven and 26/100 dollars (\$27,887.26), which said price includes the California State Sales and/or Use Tax.

Said contractor agrees to deliver said equipment hereinabove described within six months from date of contract, with appropriate priorities.

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 equipment by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Twenty-seven thousand eight hundred eighty-seven and 26/100 dollars (\$27,887.26), which said sum includes the California State Sales and/or Use Tax; said payment to be made as follows:

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

Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as 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 equipment, 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 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. 75412 of the Council of said City 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

THE SEAGRAVE CORPORATION

By H. B. SPAIN

Pres.

ATTEST: T. C. BLACK Secretary

(SEAL)

I hereby approve the form of the foregoing contract this 17th day of November, 1941.

JACOB WEINBERGER 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 Seagrave Corporation for fire engines; being Document No. 334057.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

#### A G R E E M E N T

WHEREAS, T. G. Armstrong is the owner of Lot H Dixon's Subdivision in Pt. Loma and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 November, 1941, by T. G. Armstrong that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on Dixon Place adjacent to the above described property, bind T. G. Armstrong 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.

T. G. Armstrong 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.

T. G. ARMSTRONG

1255 Missouri St., Pacific Beach

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 15th day of November, A.D. Nineteen Hundred and Forty One, before me, Paula Gano, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared T. G. Armstrong 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)

PAULA GANO

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

My commission expires May 16, 1945

RECORDED JAN 2 1942 25 min. past 9 A.M. in Book 1282 at page 377 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER W. 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 removal agreement from T. G. Armstrong; being Document No. 335155.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

*End Book # 12*