

LEASES & CONTRACTS - BOOK # 13

1

AGREEMENT

WHEREAS, Madame Lucienne Bertrand is the owner of Lot 12 Block 5 Brookes 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 18th day of December, 1941, by Madame Lucienne Bertrand that she will, for and in consideration of the permission granted - - - to remove 18 feet of curbing on Evans Place 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.

Madame Lucienne Bertrand 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.

MME LUCIENNE BERTRAND
2610 - 5th Ave.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 18th day of December, 1941, A.D. Nineteen Hundred and forty-one (1941) before me, Madge Knickerbocker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Madame Lucienne Bertrand 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 Sept. 24, 1944

RECORDED JAN 8 1942 40 min. past 10 A.M. in book 1297 at page 169 of official records, San Diego Co., Cal. Recorded at request of Grantee.

MADGE KNICKERBOCKER

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 Madame Lucienne Bertrand; being Document No. 335166.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

AGREEMENT

WHEREAS, Jane E. Conner is the owner of Lot 5 Block 47 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 22nd day of December, 1941, by Jane E. Conner that she will, for and in consideration of the permission granted her to remove 17' of curbing on Park Row 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.

Jane E. Conner 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.

JANE E. CONNER
1425 Park Row

STATE OF CALIFORNIA

County of San Diego

} ss

On this 23 day of December, 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 Jane E. Conner known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

My commission expires March 20, 1945

RECORDED JAN 8 1942 40 min. past 10 A.M. in book 1297 at page 169 of official records, San Diego Co., Cal. Recorded at request of Grantee.

MILDRED C. B. WELLS

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 Jane E. Conner; being Document No. 335167.

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, Bryan L. Berkey is the owner of Lot 328 Crown Point, 3410 Crown Point 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 29th day of December 1941, by Bryan L. Berkey that I will, for and in consideration of the permission granted me to remove - - - feet of curbing on Crown Point 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.

Bryan L. Berkey 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.

BRYAN L. BERKEY
4086 Ibis St, San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 29 day of December, A.D. Nineteen Hundred and forty one, before me, Arnold B. Nelson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bryan L. Berkey known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

ARNOLD B. NELSON

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

(SEAL)

RECORDED JAN 8 1942 40 min. past 10 A.M. in book 1297 at page 170 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.
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 Bryan L. Berkey; being Document No. 335226.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

C O N T R A C T

BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SAN DIEGO
FOR THE SUPPLYING OF WATER

THIS CONTRACT, made and entered into this 5th day of May, 1941, between the United States of America, hereinafter called the "Government", and The City of San Diego, a municipal corporation in the County of San Diego, State of California, hereinafter called the "City", WITNESSETH:

WHEREAS, the City is now authorized to supply and is engaged in the process of supplying water to customers within the State of California and inter alia to consumers within the City of San Diego; and

WHEREAS, pursuant to the Act of October 14, 1940 (Public No. 849, 76th Congress, the Lanham Act), hereinafter referred to as the "Act", the Federal Works Administrator, hereinafter called the "Administrator", is authorized to develop, maintain and operate housing for persons engaged in national defense activities and their families; and

WHEREAS, the Government has acquired a housing development consisting of approximately 3,000 units to be located in the City of San Diego, (Identification No. 4092) hereinafter referred to as the "Development"; and

WHEREAS, the Development, including the land acquired and to be acquired in connection therewith and the improvements thereon, will be owned and operated by the Government for the purposes set forth in the Act; and

WHEREAS, the Government desires to purchase water to supply the requirements of the Development; and

WHEREAS, the Government pursuant to the provisions of the Act is authorized to enter into contracts for the supply of utility services to the Development; and

WHEREAS, the City desires to supply the Development with water to be used by the Government and the tenants of the Development; and

WHEREAS, the parties to this contract have duly authorized its execution;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable considerations, the parties hereto agree as follows:

1. Supply of Water: The City shall, from the date of initial delivery to the expiration of this contract, supply the water requirements of the Development and of the tenants of the Development.

2. Determination of Date of Initial Delivery: The date of initial delivery hereunder shall be the date on which the City is first required to furnish water to the Development under the terms of this contract.

3. Notice to City to Commence Delivery: The City shall commence delivery of water to the Development on the date specified in a written notice from the Administrator, such notice to be delivered to the City not less than 10 days prior to the date specified for the commencement of delivery.

4. Term of the Contract: This contract shall become effective upon the execution thereof and shall continue in effect for one year; provided, however, that in the absence of notice of intention to terminate served on the City by the Administrator or on the Administrator by the City at least 30 days prior to the expiration of the contract, this contract shall continue for another year and from year to year thereafter until terminated by notice as outlined in this Section. This contract may also be terminated by the Government, if the Government shall sell or otherwise dispose of the Development in accordance with the provisions of the Act. In the case of such disposal, the Government will advise the City of the date on which title will pass from the Government, at least 10 days prior to such passage of title and the Government's obligations under this contract shall cease on the date on which title passes. All obligations of the parties with regard to the rendition of

service and payment therefor and with regard to the payment period herein provided for shall commence with date of delivery as defined in Section 2.

5. Mains and Meters: The City agrees to furnish, install, and maintain in proper working order water mains of ample and sufficient size to the point or points of delivery as described in Section 11 hereof, without cost to the Government, and to maintain in proper working order, at the expense of the City, the necessary master meter or meters for the Development.

6. Rates: The City agrees to charge the Government and the Government agrees to pay the City for water service furnished to the Development under the terms hereof at the following rate:

For the first 500 cubic feet per meter per month, 20¢ per 100 cubic feet
 For the next 4,500 cubic feet per meter per month, 19¢ per 100 cubic feet
 For the next 5,000 cubic feet per meter per month, 18¢ per 100 cubic feet
 For the next 10,000 cubic feet per meter per month, 17¢ per 100 cubic feet
 For the next 30,000 cubic feet per meter per month, 12¢ per 100 cubic feet
 For all over 50,000 cubic feet per meter per month, 10¢ per 100 cubic feet

It is understood that if more than one master meter is deemed necessary to register the consumption of water for said Development, the readings of all such master meters will be totaled and considered as one for the purpose of rates and billing as agreed to herein.

7. Amendments of Contract: If, during the period of this contract, reduced or increased rates are made applicable to this class of service, then such reduced or increased rates shall apply to the service supplied under this contract.

8. Reading of Meters: The meters and metering equipment and instruments shall be read monthly by a representative of the City and a representative of the Administrator. The City and the Administrator shall agree upon a date or dates upon which the meters shall be read for billing purposes. This date shall be the same for each month of the year unless said date falls on Sunday or a legal holiday in which case the reading shall be made on the next business day following the Sunday or legal holiday.

9. Billing and Payment: The period of time elapsing between monthly readings shall constitute the monthly billing period. On or about the tenth day following meter readings for water service the City shall render a bill to the Administrator or his duly authorized representative. Payment of said bill shall be made on or before the tenth day following the date of rendition, unless said date falls on Sunday or a legal holiday in which case payment may be made on the next business day following the Sunday or legal holiday.

10. Penalty for non-payment: When any bill is not paid within thirty days after the ten days following the date of rendition it shall be considered in default. The City shall not suspend service to the Development because of non-payment of any monthly bill. The City shall have the right to cancel this contract if two successive monthly bills remain unpaid for a period of thirty days after the tenth day following the date of rendition. Such cancellation shall become effective only after fifteen days written notice to the Administrator.

11. Point of Delivery: The point of delivery of water hereunder shall be at the point where the 16" main of the Government connects with the 24" main of the City at a point located east of the Sixth Street Extension on the Mission Valley Road.

12. Accuracy of Meters: At the request of the Administrator, the City will make, without cost to the Government, one free meter test at intervals not exceeding 12 months. If any meter shall be found inaccurate or incorrect, it shall be restored to an accurate condition or a new meter shall be substituted by the City. The Administrator or his representative shall have the right to request that a special meter test be made at any time. If any test made at the request of the Administrator or his representative discloses that the meter tested is registering correctly, or within 2% of normal, the Government shall bear the expense of such test. The expense of all other tests shall be borne by the City. The results of all such tests and calibrations shall be open to examination by the Administrator or his representative and a report of every test shall be furnished immediately to the Administrator. If the meter is tested and found to be not more than 2% above or below normal it shall be considered to be correct and accurate, in so far as correction of billing is concerned. If as a result of any such test said meter is found to register a variation in excess of 2% from normal, correction shall be made in the billing, but no such correction shall extend beyond ninety (90) days previous to the day on which inaccuracy is discovered by test. The correction shall be based on the assumption that the consumption was the same as for the most nearly comparable periods of like operation (to be agreed upon by the parties hereto) during which service was correctly metered.

13. Standard of Service: The water to be furnished under the terms of this contract shall be of good, clear and wholesome quality and approved by the regulatory public health authorities. It shall be supplied in quantities sufficient for all the purposes and needs of the Development and the tenants thereof.

The City will maintain sufficient residual pressure at the discharge side of the meters of the City on the Development in order to assure adequate fire protection and other necessary service.

14. Distribution System: The Government shall furnish, construct, own and operate the complete and entire water distribution system of the Development from the point of delivery.

15. Resale: No portion of the water supplied hereunder shall be resold, except that the Government may sell or otherwise distribute water to the tenants of the Development as an incident of tenancy.

16. Rights of City:

(a) The Government hereby grants to the City at all reasonable hours by its duly authorized agents and employees the free right to ingress to and egress from the premises of the Development for the purpose of inspecting, repairing, replacing or removing the property of the City, of reading meters, or of performing any work incidental to the supplying of all service hereby contracted for.

(b) The City shall have the right to contract with and render water service to individual commercial consumers on the Development, but no such contract shall be entered into without the written approval of the Administrator or his representative.

(c) The City shall have the right to shut off the supply of water to the Development, without notice, only in cases of emergency. If the City shall find it necessary to shut off the supply of water to the Development to make replacements or repairs, or for other reason, and no emergency exists, the City shall give the Administrator reasonable notice of its intentions, including the approximate time and duration of such interruption of service.

17. Annexation of Property of City: Any and all equipment, apparatus and devices necessary to fulfill City's obligation hereunder placed or erected by the City on or in property of the Development shall be and remain the property of the City regardless of the mode or manner of its annexation or attachment to real property of the Development.

18. Liability: The water supplied under this contract is supplied upon the express condition that after it passes the meter equipment of the City, it becomes the property of the Government. The City shall not be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of water on

the Development premises after it passes said meter equipment except where such loss or damage shall be shown to have been occasioned by negligence of the City, its agents, servants or employees.

19. Impossibility of Performance: The City shall use all reasonable diligence in providing a constant and uninterrupted supply of water, but the City shall not be liable to the Government hereunder, nor shall the Government be liable to the City hereunder by reason of failure of the City to deliver or the Development to receive water as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God, of the public enemy, or other acts beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply water or to receive and pay for water when as a result of any of the above mentioned causes, either party may be unable to deliver or use in whole or in part the water herein contracted to be delivered and received. Both parties shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the City to refuse to deliver and the Government to refuse to receive water after the cause of interruption has been removed. In case of impaired or defective service, the Administrator or his representative shall immediately give notice to the nearest office of the City by telephone or otherwise, confirming such notice in writing as soon thereafter as practicable.

20. Previous Contracts Superseded: This Contract supersedes all previous contracts or representations, either written or verbal, heretofore in effect by the City and the Government with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning these matters.

21. Designees of Contracting Parties: The Administrator has designated The Housing Manager of the Development, whose address is the Development, as the duly authorized representative responsible for the operation and supervision of said Development with whom the City may deal.

The City has designated the City Manager, whose address is Civic Center, San Diego, Calif., as the duly authorized representative with whom the Administrator may deal on any matter arising under the terms of this Contract.

Either party will promptly notify the other in writing whenever there is a change in such designee.

22. Required Notices To Be In Writing: Any notice required or authorized to be given hereunder except the notice set out in Section 19 shall be given in writing by either party, addressed to the authorized representative of the other and mailed in the ordinary course of business to the last-known address of said other party.

23. Interest of Member of Congress: No Member of or Delegate to the Congress of the United States of America or Resident Commissioner shall participate in the funds made available under this contract. 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.

24. This contract shall be binding upon the successors, or legal assigns of the City.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed and executed in triplicate the day and year first above written.

ATTEST: ELLEN V. NASH

(SEAL)

UNITED STATES OF AMERICA
Federal Works Administrator
By CLARK FOREMAN
Director of Defense Housing

THE CITY OF SAN DIEGO
By WALTER W. COOPER

City Manager

I hereby approve the form and legality of the foregoing Contract 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 Contract with United States of America for water for Project Cal.4092 Linda Vista; being Document No. 335437.

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

By *Francis Patten* Deputy

AGREEMENT BETWEEN THE CITY OF NATIONAL CITY, CALIFORNIA,
AND THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE
TRANSPORTATION, TREATMENT AND DISPOSAL OF SEWAGE.

THIS AGREEMENT, made and entered into this 14th day of January, 1942, between The City of San Diego, a municipal corporation in the County of San Diego, State of California, hereinafter designated as "San Diego", and The City of National City, a municipal corporation in the County of San Diego, State of California, hereinafter designated as "National City", WITNESSETH:

R E C I T A L S

A.

The City of San Diego is now constructing a sewage disposal plant in the vicinity of the United States Destroyer Base, in said City, for the purpose of treating therein the raw sewage of San Diego, and is about to enter into an agreement with the United States of America and The City of Coronado whereby the sewage produced by the various Naval activities and the sewage from the City of Coronado shall also be received, treated and disposed of by said plant to the end that the present pollution of San Diego Bay by the raw sewage from said several sources now being discharged therein shall be eliminated.

B.

Both San Diego and National City desire that the domestic sewage from National City shall be likewise treated in the sewage disposal plant of San Diego rather than to continue the pollution of San Diego Bay by being discharged therein.

C.

It is essential that the work necessary to eliminate the pollution of said bay be done immediately for the health and sanitation of the populations of The City of San Diego, the Naval Air Station, City of Coronado and National City.

D.

The City of San Diego, by Resolution No. 75915, dated December 30, 1941, authorized and empowered the City Manager to execute for and on behalf of The City of San Diego a contract providing for the treatment and disposal of the domestic sewage produced by National City in the sewage disposal plant now being constructed by San Diego at and for a basic price of Ten Dollars (\$10.00) per 1,000,000 gallons, plus an additional charge of Two and 90/100 Dollars (\$2.90) per 1,000,000 gallons; such basic price, however, to be subject to further

adjustment depending upon the actual cost of sewage disposal; said contract also to provide that National City shall pay the entire cost of connecting with the San Diego sewer system and for the installation of meters as well as all costs of maintenance of the line to the point of connection with the San Diego system.

NOW, THEREFORE, in consideration of the premises, the parties hereto have agreed and by these presents agree that San Diego and National City shall join and co-operate in the project above outlined in accordance with and subject to the following terms and conditions and pursuant to the plat numbered 2534-B, attached hereto and made a part of this agreement.

I.

GENERAL DESCRIPTION AND LOCATION OF THE WORK TO BE DONE.

The work of constructing that portion of the sanitary sewer system to be performed under the terms of this agreement by National City consists of the complete installation of a trunk sewer extending from the present National City sewage collection system to and connecting same with the trunk sewer of San Diego at the point indicated on the attached plat; and where pavements have been removed, the paving of trenches after work is completed beginning at a point on the southeasterly boundary line of the City of San Diego where said boundary line would be intersected by the center line of Harbor Drive, as it is proposed to locate said Harbor Drive parallel and adjacent to the southwesterly line of the Atchison, Topeka and Santa Fe Railway Company's right of way; thence in a northwesterly direction, along said proposed center line of Harbor Drive, and parallel with said right of way line of said Railway Company, a distance of approximately 1121.5 feet; thence in a general southwesterly and westerly direction in, over, along and across said proposed Harbor Drive, Jutewood Street, Una Street and property of the City of San Diego, to the treatment plant of The City of San Diego. The work also includes the installation of meter or meters for determining the amount of sewage contributed by National City.

San Diego approves and agrees to the improvements upon the above-named streets and municipal lands under its jurisdiction, subject to the plans and specifications as approved by San Diego.

II.

EASEMENTS AND RIGHTS OF WAY

San Diego agrees to and does hereby grant to National City permission to operate on any and all of the above-named streets and municipal lands.

It is understood and agreed that all work shall conform to the requirements of San Diego specifications for such work as it progresses.

As used in this paragraph "easements and rights of way" shall be construed to mean permission to enter upon the streets and municipal lands or portions thereof hereinbefore specified for the purpose of doing the work hereby contemplated.

III.

DETAILS OF CONTEMPLATED CONSTRUCTION

The construction contemplated under this contract shall be the cutting and removing of pavement over the trench, the excavation of the trench to the depth shown on the profile and plans; the shoring up of the trench; the laying of the sewer pipe; backfilling of the trench; the tamping, flooding and rolling of the backfill; the removal of all shoring and the preparation of the trench surface for paving and the paving of the trench with material similar to that removed; the construction of tunnels, consisting of the excavation, shoring and backfilling of the entire tunnel after the pipe is laid, together with sufficient and proper measuring device or devices to be located in the City of San Diego near the connection with the San Diego interceptor line and at other points where National City's lines may connect with San Diego's lines.

IV.

PLANS, SPECIFICATIONS, SURVEYS AND ENGINEERING DETAILS.

Plans, specifications, surveys and engineering details for all construction contemplated under the terms of this agreement shall be furnished and supplied by National City, but the work shall be subject to the approval of San Diego where the work to be done is on the portions of the streets and municipal lands named herein lying within the municipal boundaries of San Diego.

V.

CONSTRUCTION AND SUPERVISION

National City shall furnish all funds, labor and materials necessary for the completion of the work under this agreement; it being understood and agreed that San Diego shall not be obligated to expend or furnish any funds in connection with such construction to be done by National City, as outlined above.

VI.

MAINTENANCE.

National City agrees to maintain the portions of the trenches under excavation or that are excavated and any other portion of the roadway during the continuance of the construction work contemplated under this contract. National City agrees to exercise reasonable care to maintain properly any encroachments placed in the streets and to make good any injuries to any portions of the streets, including any necessary re-oiling or replacing of shoulders or pavement surface which occurs as a result of the maintenance of the encroachments on the streets or as a result of the work done under this agreement.

VII.

POLICING AND TRAFFIC CONTROL

National City shall furnish all necessary policing and traffic control of the streets of San Diego and shall furnish such safety barricades, lights, signs, flagmen and watchmen as are necessary around the actual construction contemplated to be done by National City hereunder.

In the event any claim for liability is made against San Diego or any department, officer or employee thereof National City shall defend, indemnify and hold them and each of them harmless from each of such claims. The foregoing shall apply only to claims of liability resulting from the work under the cognizance of National City.

VIII.

EFFECT OF EXISTING RIGHTS

The execution of this agreement by San Diego and National City shall not under any circumstances be interpreted or construed as a relinquishment by San Diego or National City of any claim of title or existing rights in the land covered thereby or involved therein which San Diego or National City might have or assert.

San Diego agrees to maintain and read the meter located on the National City line at or near the point of connection with the San Diego line and at any other points where National City's lines may connect with San Diego's lines.

IX.

PAYMENTS FOR SERVICE.

Payments to San Diego for the transportation, treatment and disposal of the sewage of National City shall be based upon the readings of the master meter or meters located in San Diego at or near the point or points where the National City lines connect with San Diego lines.

Meters shall be read monthly before the fifth day thereof, and bills shall be rendered by San Diego not later than the tenth day of each month for service rendered during the previous month, and shall be paid to said San Diego on or before the thirtieth day of the month rendered. Payments for the services rendered by San Diego shall be based on actual cost of transportation, treatment and disposal, estimated for the purpose of initial payments to be the basic rate of Ten Dollars (\$10.00) per 1,000,000 gallons to which shall be added Two and 90/100 Dollars (\$2.90) per 1,000,000 gallons, the same to cover interest and depreciation upon facilities constructed by San Diego but required for the service rendered to the City of National City. The basic rate to be paid to San Diego for service rendered during the first six months of the life of this contract shall be as set forth above, namely: Ten Dollars (\$10.00) per 1,000,000 gallons for all sewage metered and charged to National City, plus an additional or surcharge of Two and 90/100 Dollars (\$2.90) per 1,000,000 gallons.

At the end of six months' operation, and thereafter semi-annually, these basic rates (but not the additional or surcharge of \$2.90 per 1,000,000 gallons) may be adjusted and revised whenever in the opinion of the City Manager of San Diego the costs of operation and maintenance, as determined by The City of San Diego, may require such revision and adjustment in order that they may equal the costs of maintenance and operation of San Diego's sewage treatment plant.

In the event that in the future more complete treatment for odor control, or other reasons, is required by any agency of the City of San Diego, County of San Diego, State of California, or Federal Government, the parties to this agreement shall share the proportional expense of such additional treatment and the basic rates for service herein set forth shall be increased in proportion to the increased cost of such treatment.

X.

All National City sewage to be received, treated and disposed of under this agreement shall be exclusively domestic sewage originating within the municipal boundaries of National City. No sewage or refuse produced by industrial plants of any nature whatsoever, located in National City or elsewhere, shall be delivered to or received by or treated and disposed of under the terms of this agreement. If any such sewage or refuse is mixed with the domestic sewage delivered or attempted to be delivered by National City hereunder, San Diego, at its option, may:

- (a) Require National City immediately to cease and desist from delivering such sewage for treatment and disposal; or
- (b) Require National City to treat such sewage before delivery, in a manner satisfactory to San Diego, and refrain from delivering any of the same until treatment facilities satisfactory to San Diego shall have been provided.

In event National City shall fail or refuse to comply promptly with any instruction of San Diego in connection with the foregoing matter, after receipt of written notice thereof, San Diego shall have the absolute right to refuse to receive, treat or dispose of any National City sewage until such time as there is a full compliance on the part of National City with any such instruction.

In this connection it is specifically understood and expressly agreed that San Diego shall not, by reason of exercising the absolute right hereinabove reserved, be subject to any claim for damages or incur liability of any nature whatsoever.

XI.

If and when San Diego shall find it necessary to provide sewer facilities for the area within its municipal boundaries lying easterly of and contiguous to National City, San Diego shall have the right to transport the sewage originating in said area to its treatment and disposal plant through the sewer lines of National City if the same are adequate to carry the increased amount of sewage. San Diego will meter the amount of sewage discharged into said lines and will pay to National City for the use thereof a reasonable rate, the amount of which shall be fixed by agreement between the two cities. If the sewer lines of National City are inadequate to carry the increased loads; or if the two cities cannot agree upon the rate to be paid for the use of the same, then and in that event San Diego shall have the right to install and maintain its own sewer lines for such purpose through National City to the treatment and disposal plant of San Diego. National City does hereby grant to San Diego an easement to install and maintain in and along the streets of National City sewer lines for said purpose.

XII.

TERMINATION OF LIABILITY

San Diego agrees that it will immediately upon the completion of the work herein contemplated make an inspection of the streets which have been opened up by trenching operations and subsequently resurfaced and inform National City, in writing, whether the repair work is satisfactory. After acceptance of this work no further liability shall attach to National City for the construction or repair of any of the streets and their appurtenances herein referred to; provided, however, that National City shall have a continuing obligation to maintain and keep in repair all portions of the sewer line constructed by it under this agreement and as a part of such obligation shall restore and repair to the satisfaction of San Diego all portions of streets, including appurtenances thereto, which may have been opened or damaged in the course of repairing said sewer line.

XIII.

TERMINATION OF AGREEMENT

This contract may be terminated by either party upon the giving of a written notice to the other party of its intention to terminate this agreement three hundred and sixty-five (365) days prior to the termination thereof.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 75915 of the Council, authorizing such execution; and the City of National City has caused this agreement to be executed by its Mayor and City Clerk thereunto by Resolution No. 2313 duly authorized, the day and year in this agreement first above written.

This agreement is executed in two parts, each one of which shall be deemed an original.

ATTEST: DALE SMITH

City Clerk (SEAL)

I HEREBY APPROVE the foregoing agreement as to form and legality this 29th day of December, 1941.

January, 1942.

THE CITY OF SAN DIEGO
By WALTER W. COOPER

City Manager

THE CITY OF NATIONAL CITY
By FREDERICK J. THATCHER

Mayor

JACOB WEINBERGER City Attorney of
The City of San Diego
By H. B. DANIEL Assistant

I HEREBY APPROVE the foregoing agreement as to form and legality this 6 day of

M. L. CAMPBELL
By C. ASHLEY JOHNSON

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with City of National City for transportation, treatment and disposal of sewage; being Document No. 335438.

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

By *Francis Patton* Deputy

KNOW ALL MEN BY THESE PRESENTS, That The Gamewell Company, a corporation, as Principal and Seaboard Surety Company a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Eight Hundred Eighty-Eight Dollars (\$888.00), 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 eighth 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: Materials and equipment for the installation of fire alarm boxes at various locations, 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: GERTRUDE D. RIDER

Asst. Secretary

THE GAMEWELL COMPANY (SEAL)
V. C. STANLEY President

Principal

WITNESS: ALICE P. MAKIN

SEABOARD SURETY COMPANY (SEAL)
By MARION G. NEWBY, Attorney-in-fact
Surety

I hereby approve the form of the within Bond, this 14th day of January, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 14th day of January 1942.

WALTER W. COOPER

City Manager

SIGNED and SEALED at San Diego, California, this 13th day of January, 1942.

SEABOARD SURETY COMPANY (SEAL)
By ROSCOE S. PORTER Attorney-in-Fact
Surety

(SEAL) Subscribed and sworn to before me this 13th day of January, 1942.

A. FAYETTE LE MASTER
Notary Public

(Certified copy of Power of Attorney)

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 14th day of 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 The Gamewell 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: Materials and equipment for the installation of fire alarm boxes at various locations, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 334316.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Three Thousand Five Hundred Fifty Dollars and Eighty-Six Cents (\$3,550.86). Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 150 days from and after the date of the execution of this contract provided we are furnished with an A-1-a priority rating.

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 Fifty Dollars and Eighty-six Cents (\$3,550.86), 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 provision 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. 75855 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

THE GAMEWELL CO.

(SEAL)

V. C. STANLEY President

Contractor

ATTEST: GERTRUDE D. RIDER

Asst. Secretary

I hereby approve the form of the foregoing contract, this 14th day of January, 1942.

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 The Gamewell Company for fire alarm boxes; being Document No. 335445.

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 Belle Dyer is the owner of portion of Lot 11 Block 2 Subdivision Edgemont and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 January 1942, by Mary Belle Dyer that she will, for and in consideration of the permission granted her to remove 15 feet of curbing on Norwood street adjacent to the above described property, bind herself to, and she hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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

MARY BELLE DYER

P.O.Box 109 El Cajon Calif.

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 7th day of Jan. A.D. Nineteen Hundred and Forty-two, before me, Mary Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary Belle Dyer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

MARY ANDERSON

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

(SEAL)

RECORDED JAN 14 1942 45 min. past 3 P.M. in book 1296 at page 225 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.

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 Mary Belle Dyer; being Document No. 335274.

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. and Mrs. C. L. Radley are the owners of Lot 1 Block 3 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 8th day of January 1942, by Mrs. C. L. Radley that she will, for and in consideration of the permission granted her to remove 18 feet of curbing on Mt. View Drive adjacent to the above described property, bind Mrs. C. L. Radley 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 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. C. L. Radley 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.

MRS. C. L. RADLEY

3825 Wabash

STATE OF CALIFORNIA

} ss

County of San Diego

On this 8th day of January, A.D. Nineteen Hundred and forty two, before me, Thos. B. Getz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. C. L. Radley 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)

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

RECORDED JAN 14 1942 45 min. past 9 A.M. in book 1296 at page 228 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Mrs. C. L. Radley; being Document No. 335306.

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 L. Shanks is the owner of 1835 Venice Lot 24 Subdivision Catalina 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 9th day of Jan., 1942, by William L. Shanks that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Venice street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

WILLIAM L. SHANKS
4542 Bermuda

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 9th day of January, A.D. Nineteen Hundred and forty-two, before me, John C. Morris a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William L. Shanks known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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)

Permit #1911
My commission expires Jan. 18, 1945

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

RECORDED JAN 14 1942 45 min. past 3 P.M. in book 1289 at page 363 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 removal agreement from William L. Shanks; being Document No. 335307.

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, property at 3643 Kite Street more particularly described as Lot 24, Block 3 Subdivision Marine View and,

WHEREAS, the provisions of Ordinance No. 12988 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 75948 granted a temporary and condition zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 12th day of January, 1942, by Marjorie W. Barnes that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind herself to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

MARJORIE W. BARNES
3643 Kite St.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 12th day of January, A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marjorie W. Barnes 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)

My commission expires Mar. 20, 1943

RECORDED JAN 14 1942 45 min. past 3 P.M. in book 1298 at page 180 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 H. I. ERB

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of boarding and lodging house agreement from Marjorie W. Barnes; being Document No. 335383.

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, property at 4612 Bermuda Avenue more particularly described as Lots 21-22 Block 16 Subdivision Ocean Beach and,

WHEREAS, the provisions of Ordinance No. 12793 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 75949 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 12th day of January, 1942, by A. C. and C. M. Thornley that they will, for and in consideration of the permission granted them to use said building on the above described property for a boarding and lodging house, bind them to, and do hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

MRS. C. M. THORNLEY
4612 Bermuda Ave.

MR. A. C. THORNLEY
4612 Bermuda Ave

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 12th day of Jan. A.D. Nineteen Hundred and 42, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. C. Thornley and Mrs. C. M. Thornley known to me to be the person described in and whose name 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)

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

RECORDED JAN 14 1942 45 min. past 3 P.M. in book 1296 at page 224 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.

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 boarding and lodging house agreement from A. C. & C. M. Thornley; being Document No. 335384.

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, SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, as principal, and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, 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 San Diego Federal Savings and Loan Association and The City of San Diego contained in Document No. 335591, 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 One Thousand Dollars (\$1,000.00), 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 19th day of January, 1942, 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 San Diego Federal Savings and Loan Association, or any sub-contractor of said San Diego Federal Savings and Loan Association, 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.

ATTEST: EDWIN JOHNSON
(SEAL)

SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION,
By R. E. HEGG Principal.

ATTEST: W. N. CLARK
(SEAL)

LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA,
By THEODORE M. FINTZELBERG Surety

I hereby approve the form of the foregoing Bond this 19th day of January, 1942.

JACOB WEINBERGER City Attorney

By MOREY S. LEVENSON

Deputy City Attorney

I hereby approve the foregoing Bond this 26th day of January, 1942.

WALTER W. COOPER,

City Manager

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION, AS PRINCIPAL, AND LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, 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 Two Thousand Dollars (\$2000.00), 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 19th day of January, 1942, and executed and to be performed in said City of San Diego.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden San Diego Federal Savings and Loan Association shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said San Diego Federal Savings and Loan Association and The City of San Diego, and which said contract is contained in Document No. 335591, 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.

ATTEST: EDWIN JOHNSON
(SEAL)

SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION,
By R. E. HEGG Principal

ATTEST: W. N. CLARK
(SEAL)

LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA,
By THEODORE M. FINTZELBERG Surety

I hereby approve the form of the foregoing Bond this 19th day of January, 1942.

JACOB WEINBERGER, City Attorney

By MOREY S. LEVENSON

Deputy City Attorney

The within and foregoing Bond is to my satisfaction, and I hereby approve the same this 26th day of January, 1942.

WALTER W. COOPER,

City Manager

A G R E E M E N T

THIS AGREEMENT, made and entered into this 19th day of January, A.D. 1942, by and between the SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 National Highlands 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 National Highlands 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 a portion of 44th Street, Elizabeth Street; 45th Street, between the center lines of T Street and Logan Avenue; a portion of Logan Avenue and T Street, between the center lines of 44th Street and 45th Street, within the limits and as particularly described in that certain document numbered 335533, filed in the office of the City Clerk of said City on January 19, 1942; 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. 335533, 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. 335533 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 July 20, 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. 76036 of the Council authorizing such execution, the day and year in this agreement first above written.

ATTEST:
EDWIN JOHNSON (SEAL)

SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION,
By R. E. HEGG Party of the First Part.

THE CITY OF SAN DIEGO Party of the Second Part
By WALTER W. COOPER
City Manager

I hereby approve the form of the foregoing Agreement, this 19th day of January, 1942.
JACOB WEINBERGER, 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 with S. D. Federal Savings and Loan Association to install and complete all improvements in National Highlands Subdivision; being Document No. 335591.

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, Louise Jesse June is the owner of E 70' of W 130' of the S 1/2 of Lot 6 E 70' of W 130' of Lot 7, E 70' of W 130' of N 1/2 of Lot 8 Block 254 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 11th day of December, 1941, by - - - that I will, for and in consideration of the permission granted me to remove 20 feet of curbing on 3624 Wilshire 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.

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.

LOUISE JESSIE JUNE
3624 Wilshire Terrace

STATE OF CALIFORNIA }
County of San Diego } ss

On this 29th day of December, 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 Louise Jessie June 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. VOELTZEE
Notary Public in and for the County of San Diego,
State of California

RECORDED JAN 14 1942 45 min. past 3 P.M. in book 1288 at page 453 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.
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 true copy of curb removal agreement from Louise Jessie June; being Document No. 335375.

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, Finn Aase & Agnes M. Aase are the owners of Lot 2 and part of 3 Allen 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 10th day of January, by Agnes M. Aase that we will, for and in consideration of the permission granted us to remove 20 feet of curbing on 4404 Valle Vista 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.

And 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.

AGNES M. AASE
4404 Valle Vista

STATE OF CALIFORNIA }
County of San Diego } ss

On this 10th day of January, A.D. Nineteen Hundred and forty two, before me, S. C. Grable, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Agnes M. Aase 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) S. C. GRABLE
Notary Public in and for the County of San Diego,
State of California
My commission expires June 26, 1944
RECORDED JAN 14 1942 45 min. past 3 P.M. in book 1288 at page 455 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
ORPHA HARBAUGH #18
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 Agnes M. Aase; being Document No. 335376.

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, property at 3735 Eighth Avenue more particularly described as Lot 4, Block 8 Subdivision La Canyada Villa Tract and,
WHEREAS, the provisions of Ordinance No. 12988 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,
WHEREAS, the Council of said City has by Resolution No. 75950 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a two family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 12 day of January, 1942, by Werner A. Kuhtz, owner and Lucinda Borchert, operator that they will, for and in consideration of the permission granted them to use said building on the above described property for a boarding and lodging house, bind them to, and do hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

LUCINDA BORCHERT Lessee's Name WERNER A. KUHTZ Owner's Name
3735 - 8th Ave. 4502 New Hampshire

STATE OF CALIFORNIA }
County of San Diego } ss

On this 12th day of Jan. A.D. Nineteen Hundred and 42, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lucinda Borchert and Werner A. Kuhtz, known to me to be the person described in and whose name 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego
State of California
RECORDED JAN 14 1942 45 min. past 3 P.M. in book 1288 at page 453 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
ORPHA HARBAUGH #18
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 boarding and lodging house agreement from Werner A. Kuhtz owner and Lucinda Borchert, lessee; being Document No. 335382.

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, Chas. W. Davies is the owner of N 26-1/3 ft. Lots 6, 7 & 8 Block 17, Culverwell 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 December, 1941, by Chas. W. Davies that he will, for and in consideration of the permission granted him to remove twelve

feet of curbing on 15th 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.

Chas. W. Davies 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.

CHAS. W. DAVIES
671 - 15th St.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 24th day of December, A.D. Nineteen Hundred and Forty-one, before me, G. F. Clark, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. W. Davies known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

G. F. CLARK
Notary Public in and for the County of San Diego
State of California

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1291 at page 400 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER HOWE County Recorder

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 Chas. W. Davies; being Document No. 335431.

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. Deardorf is the owner of So. 20' of Lots B & K, No. 30 of Lots C & J Blk 379 Hortons 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 14th day of Jan. 1942, by John C. Deardorf that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Brant 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 C. Deardorf 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 C. DEARDORF
521 "B" St.

STATE OF CALIFORNIA }
County of San Diego } ss

On this 14th day of January, A.D. Nineteen Hundred and forty-two before me, E. H. Morath a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John C. Deardorf; known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

My commission expires Feb. 25, 1943

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1291 at page 401 of official records, San Diego Co., Cal. Recorded at request of Grantee.

R. N. HOWE, County Recorder

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 John C. Deardorf; being Document No. 335441.

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., a corporation is the owner of Lots 29 and 30 El Paso Tract and,

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

THIS AGREEMENT, signed and executed this 12th day of January 1942, by The Dennstedt Co., that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 3551 and 3559 Curlew 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.

THE DENNSTEDT CO., further agree that this agreement shall be binding on their 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. (SEAL)
By K. L. DENNSTEDT Sec'y.
4110 El Cajon Blvd., San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 12th day of January, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. Dennstedt, Secretary of The Dennstedt 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)
My commission expires Nov. 10, 1943

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

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1291 at page 407 of official records, San Diego Co., Cal. Recorded at request of Grantee.

R. N. HOWE County Recorder

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 The Dennstedt Co., being Document No. 335450.

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 Whitson Company is the owner of Lots 2 & 3 Block 1 Northside Subdivision, County 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 16th day of January, by us that we will, for and in consideration of the permission granted us to remove 25 feet of curbing on 5th Street adjacent to the above described property, bind ourselves to, and do hereby these presents agree 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.

The Whitson 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.

THE WHITSON COMPANY (SEAL)
By FRANK R. MEYER JR.
Box 95 Hillcrest Station

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 17 day of Jan., A.D. Nineteen Hundred and 42, before me, W.B. Melhorn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank R. Meyer Jr. known to me to be the person described in and whose name - - - subscribed to the within instrument, and acknowledged to me that - - - executed the same.

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

(SEAL)
My commission expires July 24, 1943

W. B. MELHORN
Notary Public in and for the County of San Diego
State of California

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1298 at page 253 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

R. N. HOWE County Recorder

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 Whitson Company; being Document No. 335565.

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, S. M. Simmonds and Grace B. Simmonds are the owners of Lots 1 and 2, and the north 12-1/2 feet of lot 3 Block 21 of the Re-subdivision of Blocks "K" & "L" Terrelta as per Map No. 1037 filed in the office of the County Recorder of San Diego County, March 8, 1907, and,

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

THIS AGREEMENT, signed and executed this - - - day of - - -, by S. M. Simmonds that he will, for and in consideration of the permission granted - - - to remove 74 ft. of curbing on El Cajon Blvd. 42' on 43rd 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- -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.

S. M. Simmonds 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.

S. M. SIMMONDS GRACE B. SIMMONDS
755 Rosecrans Ave., San Diego, Calif.

STATE OF CALIFORNIA }
County of San Diego } ss

On this 15th day of January, A.D. Nineteen Hundred and Forty-two, before me, Luther Brown, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. M. Simmonds and Grace B. Simmonds known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

LUTHER BROWN

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

My commission expires March 22, 1944

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1302 at page 210 of official records, San Diego Co., Cal. Recorded at request of- -

R. N. HOWE County Recorder

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 S. M. and Grace B. Simmonds; being Document No. 335527.

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

WHEREAS, Daniel E. Lewis is the owner of Lot 24 (Map 1991), of Randolph Terrace;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of Jan. 1942, by Daniel E. Lewis that he will, for and in consideration of the permission granted to remove 22 feet of curbing on Randolph St. between North of Plumosa Way, adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on D. E. Lewis, 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 E. LEWIS

1366 State St. San Diego, Calif.

I HEREBY APPROVE the form of the foregoing agreement this 19 day of January, 1942.

HARRY S. CLARK

STATE OF CALIFORNIA }
County of San Diego } ss

On this 15th day of January, A.D. Nineteen Hundred and forty two, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Daniel E. Lewis known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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

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

My commission expires May 4, 1945

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1298 at page 253 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

R. N. HOWE, County Recorder

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 Daniel E. Lewis; being Document No. 335564.

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, Eugene Tweed is the owner of Lots 37-38-39-40 Blk 110 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 16th day of January 1942, by Eugene Tweed that he will, for and in consideration of the permission granted him to remove 60 feet of curbing on 4356 - 30th Street adjacent to the above described property, bind Eugene Tweed 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.

Eugene Tweed 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.

EUGENE TWEED

2610 El Cajon Ave. San Diego Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 16th day of January, A.D. Nineteen Hundred and Forty Two, before me, J. F. Carlson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Eugene Tweed known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

J. F. CARLSON

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

(SEAL)
My commission expires March 5th., 1942

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1307 at page 86 of official records, San Diego Co., Cal. Recorded at request of - - -

R. N. HOWE, County Recorder

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 Eugene Tweed; being Document No. 335535.

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 28th day of January, 1942, 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 J. B. DUNBAR, R. D. SPICER and ARTHUR C. HARRIS, hereinafter designated as the Lessees, WITNESSETH:

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

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 1115.73 feet northwesterly from U.S. Bulkhead Station #183; thence at right angles north 39° 10' east a distance of 125 feet to a point; thence north 70° 50' east a distance of 464.48 feet to the true point or place of beginning; thence continuing north 70° 50' east a distance of 392.32 feet to the beginning of 30-foot radius tangent curve concave to the south; thence easterly along the arc of said curve an arc distance of 29.84 feet to a point of compound curve having a radius of 2654.93 feet, the center of which bears south 37° 50' west; thence southeasterly along the arc of said compound curve an arc distance of 121.62 feet; thence leaving said compound curve south 40° 36' 43" west a distance of 164.48 feet to a point; thence south 70° 50' east a distance of 327.93 feet, more or less, to a point, said point being on the northeasterly boundary line of that tideland area now under lease to the Campbell Machine Company; thence north 50° 50' west along the said northeasterly boundary line a distance of 21.65 feet to a point; thence north 19° 10' west a distance of 181.58 feet to the true point or place of beginning; containing an area of 86,059 square feet.

The lands hereinabove described being shown on the map or plat attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessees for the period of thirteen (13) years beginning on the 1st day of February, 1942, and ending on the 31st day of January, 1955, unless sooner terminated as herein provided, at the following rentals:

The sum of three thousand one hundred sixty-three and 13/100 dollars (\$3,163.13), payable upon the execution of this lease. In addition thereto a sum of money equal to three per cent (3%) of the total gross receipts resulting from the use of said premises by the said lessees, by their sublessees and concessionaires, payable monthly, and computed upon the preceding month's total gross receipts; provided, nevertheless, that the lessees shall be obligated to pay to the City for each and every year of said term and any extension thereof, as a minimum rental, not less than eight hundred dollars (\$800.00).

It is understood and agreed that the term "gross receipts," as used herein, upon which the lessees are to pay three per cent (3%), shall be the gross receipts actually received by and belonging to the lessees, and shall exclude any percentage of the total box office receipts which by contract are payable by the lessees to a show or attraction engaged by the lessees to play or exhibit upon the leased premises. Federal admission taxes collected by the lessees shall not be considered as gross receipts upon which said three per cent (3%) is computed.

In this connection the lessees hereby covenant and agree that they will at all times during the life of this lease keep true, accurate and complete records of their gross receipts derived by them from the use and occupancy of the leased premises; and will also require all of their subtenants or concessionaires likewise to keep true, accurate and complete records of all of their gross receipts; and that the lessees will each month during the term of this lease carefully check and audit such records, and will, not later than the tenth of each month during the life of this lease, render a statement to the lessor in such form and detail as may be required by the Harbor Department, or by the Auditor and Comptroller of said City, showing the total gross receipts of the lessees, together with the total gross receipts of each and every subtenant, sublessee or concessionaire, resulting from the use and occupancy of the leased premises, or any portion thereof, during the preceding month,

and will accompany the same with a remittance of an amount equal to three per cent (3%) of all said total gross receipts; provided, however, that the lessor shall, through its duly authorized agents and representatives, have the right at all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof and of the monthly statements hereinabove required to be made.

It is agreed and understood that portions of the leased premises may be used by subtenants, and that concessions may be granted by the lessees without further consent of the lessor; but it is further understood and agreed that neither the whole nor any part of this lease shall be assigned so as to relieve the lessees herein mentioned without the consent of the Harbor Commission evidenced by resolution duly adopted; and provided, further, that said lessees shall remain as fully obligated to the lessor as if this consent to sublease or to grant concessions did not exist.

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 lessees 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 lessees 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 lessees 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 primarily for the purpose of erecting, constructing, conducting and maintaining thereon an ice and roller skating rink, and such other incidental and subsidiary purposes and businesses, including the granting of concessions, ordinarily operated or carried on in connection with the maintenance and operation of ice and roller skating rinks. The lessees are also authorized to permit, if they shall so desire, the occasional use of said premises for exhibitions, games, dances, entertainments, conventions and public gatherings, but shall not permit any boxing or wrestling matches or exhibitions thereon, without first having secured the written consent of the Harbor Commission so to do.

In this connection lessees hereby covenant and agree that they will at no time during the life of this lease permit any wine, beer or intoxicating beverages of any character whatever to be sold, served or given away upon any part of said leased premises without first having secured the written consent of the Harbor Commission of The City of San Diego so to do; and also such permit or license as may be required by law.

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

(3) Prior to the expiration of the term of this lease the lessees may remove, and within thirty (30) days from the termination or cancellation of this lease shall remove, any and all structures and equipment, whether affixed to the soil or not, erected or placed by the lessees upon said premises, at their own cost and expense, but if the same are not so removed they shall become the property of the lessor without cost.

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

(5) In the event the lessees 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 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 the said lessees shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and that the said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessees shall forfeit all rights and claims thereto and thereunder; and said lessees in accepting this lease, hereby acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessees to comply with the terms and conditions hereinbefore mentioned.

(6) That the lessees, 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 lessees may peaceably hold and enjoy the said premises during the said term without any interruption by the lessor, subject to the terms of this lease.

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

It is further understood and agreed that at the expiration of the term of this lease, if the lessees shall have faithfully performed all the terms, conditions and obligations of this lease, they shall be entitled to an extension of said term for an additional period of ten (10) years, upon the same terms and conditions as are herein contained. If the lessees shall desire and intend to avail themselves of the right herein reserved to such extended term, they shall notify the City in writing thereof at least ninety (90) days prior to the expiration of the term of this lease. The failure of the lessees so to do shall relieve the City from any obligation to make such extension.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessees have hereunto subscribed their names, 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 E. HARPER

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

ARTHUR C. HARRIS, J. B. DUNBAR,

R. L. SPICER Lessees.

I hereby approve the form of the foregoing Lease this 22d day of January, 1942.

JACOB WEINBERGER, 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 J. B. Dunbar, R. D. Spicer and Arthur C. Harris(Ice Skating Rink) being Document No. 335781.

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, pursuant to such authorization, the City Manager has heretofore, to-wit: on July 29, 1941 and on October 9, 1941, entered into contracts with George B. White for his services as Housing Director, which said contracts terminated, respectively, on October 31, 1941 and January 31, 1942; 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 February 1, 1942 and terminating April 30, 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 the period beginning February 1, 1942 and terminating April 30, 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 February 5, 1942

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 28th day of January, 1942.

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 27th day of January, 1942.
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 Geo. B. White as Housing Director; Being Document No. 335858.

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., a corporation is the owner of Lots 27 and 28 El Paso Tract and,

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

THIS AGREEMENT, signed and executed this 12th day of January 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 3533 and 3541 Curlew 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.

The Dennstedt Co. further agree that this agreement shall be binding on their 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. (SEAL)
By K. L. DENNSTEDT Sec'y.
4110 El Cajon, San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 12th day of January, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. Dennstedt, Secretary of The Dennstedt 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)
My commission expires Nov. 10, 1943

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

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1305 at page 76 of official records, San Diego Co., Cal. Recorded at request of Grantee.

R. N. HOWE, County Recorder

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 Company; being Document No. 335451.

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., a corporation is the owner of Lots 25 and 26 El Paso Tract and,

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

THIS AGREEMENT, signed and executed this 12th day of January, 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 3517-3525 Curlew 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.

The Dennstedt Co. further agree that this agreement shall be binding on their 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. (SEAL)
By K. L. DENNSTEDT Sec'y.
4110 El Cajon Blvd. San Diego, Calif.

STATE OF CALIFORNIA }
County of San Diego } ss

On this 12th day of January, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. Dennstedt, Secretary of The Dennstedt 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)
My commission expires Nov. 10, 1943

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

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1305 at page 77 of official records, San Diego Co., Cal. Recorded at request of City of San Diego.

R. N. HOWE, County Recorder

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. 335452.

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. F. Sonka, owner & The Texas Company, lessee is the owner of Lot 23 (portion) La Mesa Colony and,

WHEREAS, the provisions of Ordinance No. 13056 of the ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on El Cajon Street; and,

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

WHEREAS, the Council of said City has by Resolution No. 76064 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a light standard to within 5 ft of the front property line on the

condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, move said light standard from said front property line back to the line established and designated by the said City of San Diego. NOW, THEREFORE, WITNESS THIS AGREEMENT, signed and executed this- - -day of- - -, 19- -, by- - - that they will, for and in consideration of the permission granted them to erect a light standard on the above described property to within 5 feet of front property line, bind themselves to, and do hereby by these presents agree, to move any light standard erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, as shown in Document No.- - - on file in the office of the City Clerk of said City, and at such time as the City of San Diego directs them to move said light standard to the line designated; that they will move said light standard building and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

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

THE TEXAS COMPANY San Diego, Calif.

A. F. SONKA Lemon Grove Calif.

F. M. FRAZER Repr.

Owner's Name

Lessee's Name

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 12 day of January A.D. Nineteen Hundred and forty-two, before me, H. E. Ostram, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. F. 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

A. E. OSTRAM
Notary Public in and for the County of San Diego
State of California

My commission expires June 17, 1945

RECORDED JAN 29 1942 3 P.M. in book 1298 at page 312 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

R. N. HOWE, County Recorder

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

C. JOHNSON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement with A. F. Sonka and The Texas Company to move light standard; being Document No. 335787.

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. Evelyn M. Peterson is the owner of Lot 193 Bay Park Village in the City of San Diego, County of San Diego, State of Calif. and,

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

THIS AGREEMENT, signed and executed this 12 day of January 1942, by Mrs. Evelyn M. Peterson that she will, for and in consideration of the permission granted here to remove 16 feet of curbing on Napier Street adjacent to the above described property, bind 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.

I hereby further agree that this agreement shall be binding on Mrs. Evelyn M. Peterson, 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. EVELYN M. PETERSON
4208 Napier St.

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 12 day of January, A.D. Nineteen Hundred and 42, before me, Donald F. Morrison, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Evelyn M. Peterson 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)

DONALD F. MORRISON
Notary Public in and for the County of San Diego
State of California

My commission expires Dec. 16, 1942

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1305 at page 78 of official records, San Diego Co., Cal. Recorded at request of Grantee.

R. N. HOWE, County Recorder

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 Mrs. Evelyn M. Peterson; being Document No. 335453.

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, H. W. Grizzle is the owner of Lot 795 Talmadge Park #3, 4505 - 47 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 Dec. day of 5 1941, by H. W. Grizzle that he will, for and in consideration of the permission granted- - - to remove 30 feet of curbing on Monroe 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 my own expense and with no cost or obligation on the part of The City of San Diego.

H. W. Grizzle 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.

H. W. GRIZZLE
4788 El Cajon

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 13th day of January, A.D. Nineteen Hundred and forty two, before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared H. W. Grizzle known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 JAN 22 1942 21 min. past 10 A.M. in book 1305 at page 79 of official records, San Diego Co., Cal. Recorded at request of Grantee.

PAUL BOLTZ

R. N. HOWE, County Recorder
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 H. W. Grizzle; being Document No. 335454.

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, California Laundries, Inc. is the owner of Lot 12 Block 11 Gardners 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 15 day of January 1942, by California Laundries, Inc. that they will, for and in consideration of the permission granted- - -to remove 30 feet of curbing on 18th 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.

California Laundries, Inc. 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.

CALIFORNIA LAUNDRIES INC.
By W. H. POSCHMAN
1165-18 Street

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 15th day of January, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. H. Poschman 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) Notary Public in and for the County of San Diego, State of California
My commission expires Nov. 10, 1943
RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1300 at page 277 of official records, San Diego Co., Cal. Recorded at request of Grantee.

MARIE D. SPARKS

R. N. HOWE, County Recorder
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 California Laundries, Inc., being Document No. 335463.

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, Ed. and Mary C. B. Fletcher are the owners of Lot 21 Yacht Club Terrace 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 13 day of 1942, by Mary C. B. Fletcher that I will, for and in consideration of the permission granted me to remove 15 feet of curbing on 869 Rosecrans Street adjacent to the above described property, bind Mary C. B. Fletcher 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- - heirs 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 C. B. FLETCHER
335 Walnut Ave.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 13 day of January, A.D. Nineteen Hundred and 42, before me, Betty J. Bowman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary C. B. Fletcher 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) BETTY J. BOWMAN
12/12/45 Notary Public in and for the County of San Diego
State of California

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1300 at page 280 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.
R. N. HOWE, County Recorder
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 Ed and Mary C.B. Fletcher; being Document No. 335464.

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 H. Lovett is the owner of Lot #1110 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 15th day of January, by John H. Lovett that he will, for and in consideration of the permission granted him to remove 17 feet of curbing on Lorraine 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.

John H. Lovett further agrees that this agreement shall be binding on him, heirs 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 H. LOVETT
1705 University Ave.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 15 day of January, A.D. Nineteen Hundred and forty two, before me, Normalee Wisher a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared John H. Lovett known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) NORMALEE WISHER
My Com. ex. 11-26-44 Notary Public in and for the County of San Diego,
State of California

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1294 at page 376 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.
R. N. HOWE, County Recorder
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 John H. Lovett to the City of San Diego, California; being Document No. 335465.

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, Antoni Malachowski is the owner of Lot 17-18-19 Block 2 Subdivision 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 14th day of January, 1942, by Antoni Malachowski that he will, for and in consideration of the permission granted him to remove 29 feet of curbing on El Cajon Blvd. adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

ANTONI MALACHOWSKI

6746 El Cajon Blvd., San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 14th day of January, A.D. Nineteen Hundred and forty-two, before me, John C. Morris a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Antoni Malachowski known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

JOHN C. MORRIS

(SEAL)

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

My commission expires Jan. 18, 1945

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1294 at page 377 of official records, San Diego, Co., Cal. Recorded at request of City Clerk

R. N. HOWE, County Recorder

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 Antoni Malachowski; being Document No. 335466.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Document

A G R E E M E N T

WHEREAS, Samuel Campbell is the owner of Lot 1055 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 16th day of January, 1942, by Samuel Campbell that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Madison Avenue adjacent to the above described property, bind - - - to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

Samuel Campbell 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.

SAMUEL CAMPBELL

4508 Terrace Drive, Ken. Park,
San Diego, Calif.

STATE OF CALIFORNIA

County of San Diego

} ss

On this 16th day of January, A.D. Nineteen Hundred and Forty-two, before me, John C. Morris, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Samuel Campbell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

JOHN C. MORRIS

(SEAL)

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

My commission expires Jan. 18, 1945

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1294 at page 378 of official records, San Diego Co., Cal. Recorded at request of Grantee.

R. N. HOWE, County Recorder

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 Samuel Campbell; being Document No. 335516.

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

WHEREAS, Robert E. Maurer is the owner of Lot 7 Block D, of Resub. of portion of Bird Rock by the Sea;

NOW, THEREFORE, this Agreement, signed and executed this 21st day of January, 1942, by Robert E. Maurer that he will, for and in consideration of the permission granted to remove ten feet of curbing on Dolphin Place between Coral Lane and Bird Rock Ave., adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

ROBERT E. MAURER
5663 Dolphin Place

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

On this 21st day of January, A.D. Nineteen Hundred and forty two, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert E. Maurer, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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.

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

I HEREBY approve the form of the foregoing agreement this 23rd day of January, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK, Deputy City
Attorney

RECORDED JAN 29 1942 3 P.M. in book 1298 at page 310 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.
R. N. HOWE, County Recorder
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 Robert E. Maurer; being Document No. 335669.

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

WHEREAS, K. V. Clifford is the owner of Lot C, La Mesa Township of Map 346;

NOW, THEREFORE, This Agreement, signed and executed this 22nd day of January, by K. V. Clifford that I will, for and in consideration of the permission granted to remove 60'0" as per plan of curbing on El Cajon Blvd. between 67th St. and Rolando 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.

And 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.

K. V. CLIFFORD
505 Pacific Mutual Bldg. Los Angeles, Calif.

I HEREBY approve the form of the foregoing agreement this 29th day of January, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK Deputy City Attorney

STATE OF CALIFORNIA, }
County of Los Angeles } ss.

On this 22 day of January, A.D. Nineteen Hundred and 42, before me, Sydney C. Young, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. V. Clifford known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My commission expires Aug. 4, 1943

SYDNEY C. YOUNG
Notary Public in and for the County of Los Angeles
State of California

RECORDED JAN 29, 1942 3 P.M. in book 1296 at page 391 of official records, San Diego Co., Cal. Recorded at request of - - -

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 K. V. Clifford; being Document No. 335839.

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

WHEREAS, Wm. J. Glasson is the owner of Lot 47 & 48 Block 96, of Mannassee & Schiller's Add.

NOW, THEREFORE, This Agreement, signed and executed this 28 day of Jan 1942, by Wm. J. Glasson that I will, for and in consideration of the permission granted to remove 15 feet of curbing on Newton St. between Dewey and Sampson, 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.

And 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. J. GLASSON

2000 Main St.

I HEREBY approve the form of the foregoing agreement this 29th day of January, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK Deputy City Attorney

STATE OF CALIFORNIA

County of San Diego,

} ss

On this 28th day of Jan., A.D. Nineteen Hundred and forty two, before me, J. M. Zung, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wm J. Glasson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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. M. ZUNG

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

(SEAL)

My commission expires August 10, 1942

RECORDED JAN 29 1942 3 P.M. in Book 1298 at page 312 of official records, San Diego Co., Cal. Recorded at request of Grantee.

R. N. HOWE, County Recorder

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 Wm. J. Glasson; being Document No. 335841.

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

WHEREAS, Mrs. Radee Malette is the owner of Lot 39 Block 5, of Point Loma Heights;

NOW, THEREFORE, This Agreement, signed and executed this 27th day of January, by Mrs. Radee Malette that I will, for and in consideration of the permission granted to remove 16 feet of curbing on Sterne Street between Capistrano and Clove, 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.

And further agree 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.

MRS. RADEE MALETTE

3549 Sterne St.

I HEREBY approve the form of the foregoing agreement this 29th day of January, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 27th day of January, A.D. Nineteen Hundred and Forty-two before me, James T. Mains 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 Ocean Beach, County of San Diego, State of California, the day and year in this certificate first above written.

JAMES T. MAINS JR.

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

(SEAL)

My commission expires March 27, 1945.

RECORDED JAN 29 1942 3 P.M. in book 1301 at page 277 of official records, San Diego Co., Cal. Recorded at request of Grantee.

R. N. HOWE, County Recorder

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

W. J. MC CARTHY

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Mrs. Radee Malette; being Document No. 335842.

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, S. M. Simmonds is the owner of Lots 12, 13, 14, 15 Block 99 Ocean Bay 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- - -day of- - -, by- - - that he will, for and in consideration of the permission granted him to remove 60 feet of curbing on W. Point Loma Blvd. 30 feet of curbing on Bacon St. adjacent to the above described property, bind S. M. Simmonds 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.

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

S. M. SIMMONDS
GRACE B. SIMMONDS
755 Rosecrans, San Diego, Calif.

STATE OF CALIFORNIA }
County of San Diego } ss

On this 15th day of January, A.D. Nineteen Hundred and Forty-two, before me, Luther Brown, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. M. Simmonds and Grace B. Simmonds known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)
My commission expires March 22, 1944

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

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1294 at page 379 of official records, San Diego Co., Cal. Recorded at request of- - -

R. N. HOWE, County Recorder

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 S. M. Simmonds; being Document No. 335526.

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

WHEREAS, Shell Oil Co. Inc. is Lessee of Lot 9 & 10 Block 3, of Hartleys North Park;

NOW, THEREFORE, this AGREEMENT, signed and executed this 6th day of January, 1942, by Shell Oil Co. Inc. that they will, for and in consideration of the permission granted to remove 30 ft. of curbing on 31st St. between University Ave. and Wightman 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.

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

SHELL OIL CO. INC. by T.J. CONNORS
Lessee's Operations Supervisor
1344 Crosby St. San Diego

STATE OF CALIFORNIA }
County of San Diego } ss

On this 6th day of January, A.D. Nineteen Hundred and forty two, 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 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 he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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

I HEREBY approve the form of the foregoing agreement this 20th day of January, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1306 at page 48 of official Records, San Diego Co., Cal. Recorded at request of City Clerk.

R. N. HOWE, County Recorder

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 removal agreement from Shell Oil Co. Inc., being Document No. 335590.

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, Qualitee Dairy Products Company is the owner of Lots D & E Block 127 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 20th day of January, 1942, by Qualitee Dairy Products Company that it will, for and in consideration of the permission granted it to remove 16 feet of curbing on 10th Avenue adjacent to the above described property, bind itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

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

QUALITEE DAIRY PRODUCTS COMPANY
By R. F. Watt
354 11th Avenue, San Diego, Cal.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me - - - a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. F. Watt, as Secretary of Qualitee Dairy Products 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 said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 JAN 22 1942 21 min. past 10 A.M. in book 1306 at page 44 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.
R. N. HOWE, County Recorder
O. HARBAUGH #18

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Qualitee Dairy Products Company; being Document No. 335634.

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, Qualitee Dairy Products Company, a corporation, is the owner of Lot I Block 126 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 20th day of January, 1942, by Qualitee Dairy Products Company that it will, for and in consideration of the permission granted it to remove 14 feet of curbing on 10th Avenue adjacent to the above described property, bind itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

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

QUALITEE DAIRY PRODUCTS COMPANY
By R. F. WATT
354 11th Ave., San Diego, Cal.

STATE OF CALIFORNIA)
County of San Diego) ss

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me - - - a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. F. Watt, as Secretary of Qualitee Dairy Products 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 said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 JAN 22 1942 21 min. past 10 A.M. in book 1306 at page 49 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.
R. N. HOWE, County Recorder
ORPHA HARBAUGH #18

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Qualitee Dairy Products Company; being Document No. 335635.

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, property at 3170 B Street more particularly described as Lot 107 Block 2 W. B. Gross Subdivision and,

WHEREAS, the provisions of Ordinance No. 12795 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76001 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family residence, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 16 day of January, 1942, by Jessie M. Beck that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such times as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

MRS. JESSIE BECK Owner's Name
3170 "B" Street

A. H. BECK Owner's Name
3170 B St.

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

On this 16th day of January, A.D. Nineteen Hundred and forty two, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jessie Beck and A. H. Beck 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)

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

RECORDED JAN 22 1942 21 min. past 10 A.M. in book 1306 at page 45 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.
R. N. HOWE, County Recorder
ORPHA HARBAUGH #18

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of boarding and lodging house agreement from A. H. & Jessie Beck; being Document No. 335642.

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, property at 2945 - 29th Street more particularly described as Lots 13-14 Block 2 Blair's Highland Addition and,

WHEREAS, the provisions of Ordinance No. 13175 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76002 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 15th day of January, 1942, by Dora E. Stringer that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

DORA E. STRINGER
2945 - 29th Street

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

On this 15th day of January A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dora E. Stringer 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)

My commission expires Mar. 20, 1943

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

RECORDED JAN 22, 1942 21 min. past 10 A.M. in book 1306 at page 50 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.
R. N. HOWE, County Recorder
ORPHA HARBAUGH #18

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of boarding and lodging house agreement from Dora E. Stringer; being Document No. 335643.

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, Jess J. Leach and E. J. Hornung are the owners of Lots K & L in Block 93 Horton's Addition Southwest Corner Third and Market Streets, San Diego, Calif. and,

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

THIS AGREEMENT, signed and executed this 5th day of December, 1941, by Jess J. Leach and E. J. Hornung that they will, for and in consideration of the permission granted are to remove 45 feet of curbing on Third Street, 60 feet of curbing on Market Street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

Jess J. Leach and E. J. Hornung 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.

J. J. LEACH E. J. HORNUNG
235 Market St., San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 5th day of December, A.D. Nineteen Hundred and forty-one, before me, A.M. Shook, a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared Jess J. Leach and E. J. Hornung known to me to be the persons described and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

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

RECORDED JAN 29 1942 3 P.M. in book 1306 at page 111 of official records, San Diego Co., Cal. Recorded at request of - - -

R. N. HOWE, County Recorder

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

ORRHA 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 Jess J. Leach and E. J. Hornung; being Document No. 335756,

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

WHEREAS, John Dowd is the owners of Lot 239 of Pueblo Lands of San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of January 1942, by John Dowd that I will, for and in consideration of the permission granted to remove 60' of curbing on Midway Drive between Gaines and Riley, adjacent to the above described property, bind to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

JOHN DOWD
3124 Midway Drive

STATE OF CALIFORNIA }
County of San Diego, } ss

On this 22nd day of Jan., A.D. Nineteen Hundred and Forty-two, before me, Mildred D. Weir, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Dowd known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

My commission expires Jan. 2, 1945

I HEREBY APPROVE the form of the foregoing agreement this 28th day of January, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED JAN 29 1942 3 P.M. in book 1296 at page 394 of official records, San Diego Co., Cal. Recorded at request of - - -

R. N. HOWE, County Recorder

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 John Dowd; being Document No. 335840.

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, property at 1415 - 31st Street more particularly described as Lot S 1/4 of 8 all 9 & 10 Block 20 M. Santee's Subdivision and,

WHEREAS, the provisions of Ordinance No. 12795 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76055 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 27 day of January, 1942, by Blanche E. Mott that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

BLANCHE E. MOTT
- - - - (Address)

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 27th day of January, A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Blanche E. Mott 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)

My Commission expires Mar. 20, 1943

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

RECORDED JAN 29 1942 3 P.M. in book 1296 at page 389 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.
R. N. HOWE, County Recorder
J. HARRINGTON

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of boarding and lodging house agreement from Blanche E. Mott; being Document No. 335786.

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. J. Funk is the owner of Lot 3 Block 453 Old San Diego and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 27th day of January 1942, by J. J. Funk that he will, for and in consideration of the permission granted him to remove 22 feet of curbing on 2611 San Diego Ave. adjacent to the above described property, binding himself to, and he hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

J. J. Funk 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.

MRS. J. J. FUNK
2611 San Diego Ave.

STATE OF CALIFORNIA

County of San Diego

} ss

On this 27th day of January, A.D. Nineteen Hundred and Forty-two before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. J. J. Funk known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

My commission expires March 29, 1944

EDNA M. BAINE
Notary Public in and for the County of San Diego
State of California

RECORDED JAN 29 1942 3 P.M. in book 1306 at page 114 of official records, San Diego Co., Cal. Recorded at request of - - -

I certify that I have correctly transcribed this document in above mentioned book.
R. N. HOWE, County Recorder
ORPHA HARBAUGH #18

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from J. J. Funk to the City of San Diego; being Document No. 335835.

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, property at 3731 Crane Place and 1001 Sutter Street, more particularly de-
scribed as Lot 1 Block 2 Marine View and,

WHEREAS, the provisions of Ordinance No. 12988 of the ordinances of the City of San
Diego prohibit the use of buildings or structures on said property for boarding and lodging
purposes; and,

WHEREAS, the Council of said City has by resolution No. 76061 granted a temporary
and conditional zone variance to the provisions of said ordinance with respect to said pro-
perty and has granted permission to the undersigned to use the buildings for said purpose on
the condition and for and in consideration that the undersigned will at any later date, when
requested by the City of San Diego, convert said buildings from boarding and lodging houses
back to single family dwellings, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 27 day of January, 1942 by Clara
Hostetler and Mrs. O. N. Christian that they will, for and in consideration of the permission
granted them to use these buildings on the above described property for a boarding and lodg-
ing houses, bind them to, and do hereby by these presents agree, to convert said building to
conform to the zone ordinance, and at such time as the City of San Diego directs, 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 sub-
ject to the condition and agreements herein named.

Mrs. Lita Christian Lessee's Name
3731 Crane Pl.

Clara L. Hostetler Owner's Name
3731 Crane Place

STATE OF CALIFORNIA }
County of San Diego } ss

On this 28th day of Jan A.D. Nineteen Hundred and 42, before me, August M. Wadstrom
a Notary Public in and for said County, residing therein, duly commissioned and sworn, per-
sonally appeared Clara L. Hostetler and Mrs. Lita Christian known to me to be the person
described in and whose name 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)

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

RECORDED JAN 29 1942 3 P.M. in book 1296 at page 390 of official records, San
Diego Co., Cal. Recorded at request of City Clerk.

R. N. HOWE, County Recorder

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
boarding and lodging house agreement from Clara L. Hostetler and Mrs. Lita Christian; being
Document No. 335834.

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 1st day of January, 1942, by
and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State
of California, acting by and through the Harbor Commission of said City, as Lessor, herein-
after sometimes called the City, and SAN DIEGO MARINE CONSTRUCTION COMPANY, a corporation
organized and existing under and by virtue of the laws of the State of California, herein-
after designated as the Lessee, WITNESSETH:

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

PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established
for the Bay of San Diego, distant 72.12 feet northwesterly from U. S. Bulkhead Station No.
186; thence north 56° 51' west continuing along the said U. S. Bulkhead Line a distance of
403.82 feet to a point, said point being the southeasterly corner of parcel No. 1 leased by
the Harbor Commission to San Diego Marine Construction Company on August 5, 1937, and auth-
orized by Council Resolution No. 66272; thence at right angles north 33° 09' east, following
along the easterly limits of said Parcel No. 1, the following courses: 1st north 33° 09' east
a distance of 273.64 feet; thence north 56° 51' west a distance of 75 feet; thence north 33°
09' east a distance of 120.58 feet to a point; thence leaving the easterly limits of said
Parcel No. 1, south 55° 04' 50" east a distance of 68.47 feet to the point of tangency of a
curve concave to the northeast having a radius of 2091.18 feet; thence southeasterly along
the arc of said curve an arc distance of 421.59 feet to a point; thence leaving said curve
south 34° 26' 20" west a distance of 421.62 feet, more or less, to the point or place of
beginning, containing 172,224 square feet of tideland area.

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established
for the Bay of San Diego, distant 72.12 feet northwesterly from U. S. Bulkhead Station No.
186; thence at right angles south 33° 09' west a distance of 265 feet to a point; thence at
right angles north 56° 51' west a distance of 203.82 feet to a point; thence at right angles
south 33° 09' west a distance of 117.51 feet to a point; thence at right angles north 56° 51'
west, a distance of 200 feet to a point; thence at right angles north 33° 09' east a dis-
tance of 382.51 feet to a point on the said U. S. Bulkhead Line, said point being also the
southeast corner of the tideland parcel leased to San Diego Marine Construction Company on
August 5, 1937, and authorized by Council Resolution No. 66272; thence south 56° 51' east
along the said U. S. Bulkhead Line a distance of 403.82 feet to the point or place of be-
ginning.

The lands hereinabove described being shown on the map or plat attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of ten (10) years, beginning on the 1st day of January, 1942, and ending on the 1st day of January, 1952, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of said term, the sum of one cent (1¢) per square foot per year, for the premises hereinbefore described as parcel No. 1;

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 one cent (1¢) nor more than three cents (3¢) 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 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 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 such 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 in the event a bulkhead is built and dredging done in the vicinity of said leased lands before the expiration of the term of this lease, the lessee shall remove any and all structures, including wharves and ways erected on said premises, at its own cost and expense.

(4) 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.

(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) That said City reserves the right to make such improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general plan of harbor improvement adopted by the Council of said City, or by the Harbor Commission of said City, and that the lessee will remove any structures or buildings placed or erected on said demised premises by the said lessee as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at its own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(7) It is further stipulated and agreed that this lease is made upon the express condition that the said lessee will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego at any point where said described tidelands would be reclaimed by the lessee, as may be required of it by the Harbor Commission of The City of San Diego. It is further understood and agreed that the cost of making such provision for the disposal of such storm waters shall be borne wholly by the said lessee.

(8) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations 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, 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 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.

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has caused these presents 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 KLIKA

WILLIAM E. HARPER

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

SAN DIEGO MARINE CONSTRUCTION COMPANY Lessee

By O. J. HALL Pres.

(SEAL)

ATTEST: C. F. HAHNNASS't Sec'ty.

I hereby approve the form of the foregoing lease this 1st day of January, 1942.

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 Lease with San Diego Marine Construction Company for portion of tidelands; being Document No. 335907.

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 15th day of January, 1942, 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, first party, and the CONSOLIDATED AIRCRAFT CORPORATION, a private corporation organized and existing under and by virtue of the laws of Delaware, second party, WITNESSETH:

WHEREAS, under date of September 29, 1936, The City of San Diego, as lessor, entered into a certain tideland lease with the General Petroleum Corporation of California, as lessee, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 299877 and recorded in Book 9, at page 254 et seq., records of said City Clerk; and

WHEREAS, said lease was assigned on December 22, 1941 by said General Petroleum Corporation of California to second party, said assignment having been consented to by said Harbor Commission by resolution adopted December 31, 1941; and

WHEREAS, at the expiration of said assigned lease the area covered thereby is to be included in the premises covered by the tideland lease between The City of San Diego and said Consolidated Aircraft Corporation, dated June 15, 1933; and

WHEREAS, the purposes for which the General Petroleum Corporation of California were required and permitted to use the premises covered by said assigned lease are different from those set forth in said lease between The City of San Diego and the Consolidated Aircraft Corporation; and

WHEREAS, the parties hereto desire that the uses permitted and required in said two leases shall be the same; NOW, THEREFORE,

In consideration of the premises, it is understood and agreed between the parties hereto that paragraph numbered (1) on page 3 of said lease between the City of San Diego and the General Petroleum Corporation of California, assigned to Consolidated Aircraft Corporation as aforesaid, be, and the same is hereby changed to read as follows:

"(1) That the demised premises shall be used principally for the purpose of manufacturing, repairing, storing, operating and selling aircraft and related products, or for any purposes connected therewith or incident thereto, including the parking of automobiles thereon."

All of the terms and conditions contained in said assigned lease shall remain in full force and effect, except as by this agreement expressly modified.

IN WITNESS WHEREOF, the 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 said second party 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, when so executed, shall be deemed effective from said date.

THE CITY OF SAN DIEGO, First Party

By R. H. VAN DEMAN

EMIL KLIKA

WILLIAM E. HARPER

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

CONSOLIDATED AIRCRAFT CORPORATION, Second Party,

By EDGAR N. GOTT Vice-President (SEAL)

ATTEST: R. A. STANBERRY

I hereby approve the form and legality of the foregoing Agreement for Modification of Tideland Lease this 15th day of January, 1942.

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 for Modification of Tideland Lease with Consolidated Aircraft Corporation; being Document No. 335971.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

UNDERTAKING FOR STREET LIGHTING.

La Jolla Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, San Diego Gas & Electric Company, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Aetna Casualty and Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Four Hundred Ninety-Two Dollars (\$492.00), 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 20th day of January 1942.

WHEREAS, the above bounden San Diego Gas & Electric Company, has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon LA JOLLA BOULEVARD, PROSPECT STREET, PROSPECT PLACE, GIRARD AVENUE, HERSCHEL AVENUE and WALL STREET, within the limits and as particularly described in Resolution of Intention No. 75267, adopted by the Council on September 30, 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.

Total amount of premium charged, \$5.00.

ATTEST:
J. A. CANNON Secretary (SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Principal
Vice President in Charge of Sales

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

THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT Surety

STATE OF CALIFORNIA }
County of San Diego. } ss

On this 20th day of January, in the year nineteen hundred forty-two, 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 5 day of Feb., 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. 75970 passed and adopted on the 13th day of January, 1942, require and fix the sum of \$492.00 as the penal sum of the foregoing Undertaking.

(SEAL)

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

CONTRACT FOR STREET LIGHTING.
La Jolla Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of February, 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 the following street, in the City of San Diego, California, to-wit:

- LA JOLLA BOULEVARD, between the westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street;
- PROSPECT STREET, between La Jolla Boulevard and Cave Street;
- PROSPECT PLACE, between Cave Street and Blue Bird Lane;
- GIRARD AVENUE, between Silverado Street and Prospect Street;
- HERSCHEL AVENUE, between Silverado Street and Prospect Street; and
- WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1942, to-wit, to and including December 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 La Jolla Lighting District No. 1", filed October 28, 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 Nine Hundred Sixty-five Dollars (\$1,965.00) 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 "La Jolla Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of One Thousand Nine Hundred Sixty-five Dollars (\$1965.00) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that

this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Nine Hundred Sixty-five Dollars (\$1,965.00).

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

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY (SEAL)
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
By HELEN M. WILLIG, Deputy (SEAL)

I hereby approve the form of the foregoing Contract, this 5 day of Feb., 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 La Jolla Lighting District No. 1; being Document No. 336063.
FRED W. SICK
City Clerk of the City of San Diego, California
By *Francis Fatten* Deputy

UNDERTAKING FOR STREET LIGHTING
Eighth Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, San Diego Gas & Electric Company, a corporation organized and existing under and by virtue of the laws of the State of California as Principal, and The Aetna Casualty and Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Eleven Dollars (\$11.00), 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 20th day of January, 1942.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon EIGHTH AVENUE, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Gas & Electric Company, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: J. A. CANNON Secretary (SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Principal
Vice President in Charge of Sales

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

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

Total amount of premium charged, 5.00
STATE OF CALIFORNIA,)
County of San Diego)ss

On this 20th day of January, in the year nineteen hundred forty-two, 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 5 day of Feb., 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. 75969 passed and adopted on the 13th day of January, 1942, require and fix the sum of \$11.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
Eighth Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of February, 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 EIGHTH AVENUE, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1942, to-wit, to and including December 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 Eighth Avenue Lighting District No. 1", filed October 28, 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 Forty and 80/100 Dollars (\$40.80) 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 "Eighth Avenue Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Forty and 80/100 Dollars (\$40.80) shall be paid out of any other fund than said special fund designated as "Eighth Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Forty and 80/100 Dollars (\$40.80).

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

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY (SEAL)
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
By HELEN M. WILLIG, Deputy (SEAL)

I hereby approve the form of the foregoing Contract, this 5 day of Feb., 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 8th Avenue Lighting District No. 1; being Document No. 336064.

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

By *Francis Tatten* Deputy

UNDERTAKING FOR STREET LIGHTING.

Seventh Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, San Diego Gas & Electric Company, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and The Aetna Casualty and Surety Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Eight Dollars (\$8.00), 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 20th day of January, 1942.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Gas & Electric Company or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST:
J. A. CANNON Secretary (SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY Principal
By A. E. HOLLOWAY
Vice President in Charge of Sales

ATTEST: (SEAL)
E. L. TOLSON Resident Assistant Secretary
Total amount of premium charged, \$5.00

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

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

On this 20th day of January, in the year nineteen hundred forty-two, 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 5 day of Feb., 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. 75968 passed and adopted on the 13th day of January, 1942, require and fix the sum of \$8.00 as the penal sum of the foregoing Undertaking.

(SEAL)

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

CONTRACT FOR STREET LIGHTING.

Seventh Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of February, 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 SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California.

Such furnishing of electric current shall be for a period of one year from and including January 1, 1942, to-wit, to and including December 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 Seventh Avenue Lighting District No. 1", filed October 28, 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 Dollars (\$30.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Seventh Avenue Lighting District No. 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 Dollars (\$30.00) shall be paid out of any other fund than said special fund designated as "Seventh Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Thirty Dollars (\$30.00).

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 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 5 day of Feb., 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 Seventh Avenue Lighting District No. 1; being Document No. 336065.

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 9th day of February, 1942, 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:

The SE 1/4 of the SW 1/4 of Section 29, Twp. 12 So., Range 1 W., S.B.B. & M., excepting a strip of land 60 feet wide, being 30 feet on each side of the following described center line:

Beginning at a point on the east line of said SE 1/4 of the SW 1/4 of said Section 29, said point being North 0° 08' West 371.4 feet from the South one-quarter corner of said section, and running thence from said point of beginning, North 82° 06' West 1182.8 feet to the beginning of a curve to the right having a radius of 700 feet; thence along said curve through an angle of 13° 55' 30" a distance of 42.64 feet to a point on the west line of said SE 1/4 of the SW 1/4 of said Section, said point being North 0° 20' 20" West 586.73 feet from the southwest corner of said quarter quarter section;

PARCEL 2:

The W 1/2 of the NE 1/4 of the NW 1/4 of Section 32, Twp. 12 South, Range 1 West, S.B.B. & M;

Containing, in all, 58 acres of land, more or less. For a term of 4 years 1 month beginning on the 1st day of February, 1942, and ending on the 28th day of February, 1946, at the following rentals: Fifty Dollars (\$50.00) per year, for each and every year while this lease is in effect, and the sum of Four and 16/100 Dollars (\$4.16) to cover the month of February, 1946, payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of 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 Resolution No. 76049 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
W. E. BRADLEY
Lessee

I hereby approve the form of the foregoing lease this 10th day of February, 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 lease with W. E. Bradbury; being Document No. 336196.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis Patten Deputy

The initial Premium on this bond is \$17.94 4542656
KNOW ALL MEN BY THESE PRESENTS, That Western Pipe & Steel Company of California, 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 Five Hundred Eighty-Eight Dollars (\$3,588.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.
Signed by us and dated this 10th day of February, 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 at site of pumping plant in Alvarado Canyon, steel pipe manifolds and miscellaneous items, 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 PIPE & STEEL COMPANY OF CALIFORNIA (SEAL)
By L. N. SLATER, Executive Vice-President Principal
FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)
By D. M. LADD, Attorney in Fact Surety
ATTEST: L. J. MULLICK
Asst. Secretary
ATTEST: THERESA FITZGIBBONS
Agent

STATE OF CALIFORNIA, }
County of Los Angeles } ss
On this 10th day of February, 1942, 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 D. M. Ladd 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
My commission expires Feb. 18, 1942

I hereby approve the form of the within Bond, this 13th day of February, 1942.
JACOB WEINBERGER, City Attorney
By H. B. DANIEL, Asst. City Attorney.
I hereby approve the foregoing bond this 13th day of February, 1942.
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 13th day of February, 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 Western Pipe & Steel Company of California, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:
That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:
40,000# steel pipe manifolds, coal tar enameled and asbestos felt wrapped, complete with bends, bumped ends, bell and spigot ends for field welding, flanges, bolts, and nuts, in accordance with drawings and specifications, including not to exceed 150 feet of 36" straight pipe;
60 lin. ft. 36" I.D. 7/16" plate straight pipe equal to that used in manifold, bell and spigot ends for field welds, coal tar enameled and wrapped with asbestos felt;
60 lin. ft. 16" I.D. 1/4" plate straight pipe equal to that used in manifold, coal tar enameled and wrapped with asbestos felt;
6 - 16" x 14" I.D. 3/8" steel plate eccentric reducers with 300# standard flanges faced and drilled on both ends, length 18", coal tar enameled inside, red lead outside; complete with bolts, nuts and gaskets;
6 - 14" x 12" I.D. 3/8" steel plate eccentric reducers with 300# standard flanges faced and drilled on both ends, length 16", coal tar enameled inside, red lead outside; complete with nuts and gaskets;
2 - 36" x 30" I.D. 6/17" steel plate reducer, 36" straight section 2 feet long with bell end for field welding, taper section 3 feet long, 30" 300# standard flange on small end, coal tar enameled and asbestos felt wrapped, complete with bolts, nuts and gasket;

1 - 7/16" steel plate bumped end for 36" I.D. pipe, coal tar enameled and asbestos felt wrapped;

All 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:

40,000# steel pipe manifolds	@	\$ 0.25 per lb.	\$	10,000.00
60 lin. ft. 36" straight pipe	@	\$19.17 per lin ft		1,150.20
60 lin. ft. 16" " " "	@	\$ 5.83 " " "		349.80
6 - 16"x14" steel plate eccentric reducers	@	\$195.00 ea		1,170.00
6 - 14"x12" " " " "	@	\$175.00 ea		1,050.00
2 - 36"x30" " " " "	@	\$295.00 ea		590.00
1 - bumped end for 36" pipe	@	\$ 40.00		40.00

Said prices include the California State Sales and/or Use Tax.

Said contractor agrees to begin delivery of said material within thirty (30) days from and after the date of receipt of required material at our shop.

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: Fourteen Thousand Three Hundred Fifty Dollars (\$14,350.00), 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. 76146 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: L. J. MULLICK
Asst. Secretary
I HEREBY APPROVE the form of the foregoing contract, this 13th day of February, 1942.

WESTERN PIPE & STEEL COMPANY OF CALIFORNIA,
By L. N. SLATER, Executive Vice-President

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 Western Pipe & Steel Co. of California for steel pipe and attachments for pumping plant in Alvarado Canyon; being Document No. 336313.

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

WHEREAS, G. R. Daley is the owner of Lot 4 & 5 Block 98, of San Diego Land & Town Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of Jan., by G. R. Daley that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Main Street between Sampson and Sicard, 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.

And 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.

G. R. DALEY
4430 Boundary St.

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

On this 28th day of Jan, A.D. Nineteen Hundred and Forty Two, before me, C. D. Moore, a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared G. R. Daley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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. 28, 1944

I HEREBY approve the form of the foregoing Agreement this 29th day of January, 1942.

RECORDED FEB 6 1942 30 min. past 2 P.M. in book 1311 at page 93 of official records, San Diego Co., Cal. Recorded at request of Grantee.

C. D. MOORE

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

JACOB WEINBERGER City Attorney

By HARRY S. CLARK, Deputy City Attorney

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 G. R. Daley; being Document No. 335864.

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

WHEREAS, G. R. Daley is the owner of Lot 1 Blk 98 San Diego Land & Town Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of Jan. by G. R. Daley that he will, for and in consideration of the permission granted to remove 25 feet of curbing on Sampson Street between Main and Newton, 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.

And 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.

G. R. DALEY

4430 Boundary St.

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 28th day of Jan, A.D. Nineteen Hundred and Forty Two, before me, C.D. Moore, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. R. Daley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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. 28, 1944

I HEREBY approve the form of the foregoing agreement this 29th day of January, 1942.

RECORDED FEB 6 1942 30 Min. past 2 P.M. in book 1311 at page 94 of official records, San Diego Co., Cal. Recorded at request of Grantee.

C. D. MOORE

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

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

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 G. R. Daley; being Document No. 335865.

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, property at 2860 Redwood Street more particularly described as Lots 3 & 4 Block A Subdivision Wallace Heights and,

WHEREAS, the provisions of Ordinance No. 13175 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76062 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family residence, Now, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 30 day of January, 1942, by Mary Schrick that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

MARY SCHRICK

2860 Redwood St.

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

On this 30th day of Jan. A.D. Nineteen Hundred and 42, before me, August M.Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary Schrick 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California
RECORDED FEB 6 1942 30 min. past 2 P.M. in book 1311 at page 88 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 boarding and lodging house agreement from Mary Schrick; being Document No. 335874.
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, property at 3223 - 2nd Ave. more particularly described as Lot E Block 383 Subdivision Hortons Add. and,
WHEREAS, the provisions of Ordinance No. 12987 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,
WHEREAS, the Council of said City has by Resolution No. 76053 granted a temporary 3 months and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a residence, NOW, THEREFORE,
WITNESS THIS AGREEMENT, signed and executed this 28th day of January, 1942 by Zoe Grimes that she will, for and in consideration of the permission granted her to use this building on the above described property for a boarding and lodging house, binds herself to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.
She further agrees that this agreement shall be binding on her, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ZOE GRIMES
------(Address)

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

On this 28 day of January, A.D. Nineteen Hundred and 42, before me, Alfred Stahel Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Zoe Grimes 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) ALFRED STAHEL JR.
Notary Public in and for the County of San Diego,
State of California
My commission expires Sept. 15, 1945
RECORDED FEB 6 1942 30 min. past 2 P.M. in book 1311 at page 89 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 boarding and lodging house agreement from Zoe Grimes; being Document No. 335875.
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 provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, V. C. Andrews is the owner of Lots 19-24 Block 22, of Subdivision R & H,
NOW, THEREFORE, This AGREEMENT, signed and executed this 29 day of Jan. 1942, by V. C. Andrews that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Main St. between Lot 22 and Lot 23, 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.
And further agrees that this agreement shall be binding on myself, & my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

V. C. ANDREWS
2701 Main St., S.D.

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 29 day of January 1942 before me, Bessie Smith, a Notary Public in and for said County and State, personally appeared V. C. Andrews 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.

BESSIE SMITH

Notary Public in and for said County and State.

(SEAL)

My commission expires Mar. 15, 1942

I HEREBY approve the form of the foregoing agreement this 30th day of January, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED FEB 6 1942 30 min. past 2 P.M. in book 1311 at page 94 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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

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 V. C. Andrews; being Document No. 335880.

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

WHEREAS, Chester C. Pagni is the owner of Lot 311 Talmadge #2 Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of January, by Chester C. Pagni that he will, for and in consideration of the permission granted to remove 17 feet of curbing on Alder Dr. between #4866 and - - - -, 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.

And 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.

CHESTER C. PAGNI

4866 W. Alder Dr.

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 23rd day of January, A.D. Nineteen Hundred and forty two, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chester C. Pagni known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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

(SEAL)

My commission expires May 4, 1945

I HEREBY approve the form of the foregoing agreement this 30th day of January, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED FEB 6 1942 30 min. past 2 P.M. in book 1311 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.

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 Chester C. Pagni; being Document No. 335881.

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, property at 4428 Narragansett Street are particularly described as Lot 9 Block 86 Point Loma Heights and,

WHEREAS, the provisions of Ordinance No. 12793 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76118 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, Now, THEREFORE

WITNESS THIS AGREEMENT, signed and executed this 5 day of February, 1942, by Jessie V. Macbeth that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at

her own expense and with no cost or obligation on the part of the City of San Diego.

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

JESSIE V. MACBETH
------(Address)

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

On this 5th day of February A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jessie V. Macbeth 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) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego
My commission expires Mar. 20, 1943 State of California
RECORDED FEB 6 1942 30 min. past 2 P.M. in book 1311 at page 92 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 agreement from Jessie V. Macbeth re zone variance for boarding and lodging house; being Document No. 336048.

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

WHEREAS, Mr. Leslie Hopkins is the owner of Lot A and half of Lot B, Block 179, of Hortons Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of January by Mr. Leslie Hopkins that I will, for and in consideration of the permission granted to remove 15 ft. of curbing on 14th (Street) between Broadway and C 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.

And 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.

LESLIE HOPKINS
1045 - 14th Street, San Diego, Calif.

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

On this 22nd day of January, A.D. Nineteen Hundred and forty-two, before me, Helen C. Polk, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leslie Hopkins known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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,
My commission expires January 28, 1945 State of California.

I HEREBY approve the form of the foregoing agreement this 5th day of February, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED FEB 6 1942 30 min. past 2 P.M. in book 1311 at page 96 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 Leslie Hopkins; being Document No. 336069.

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

UNDERTAKING FOR STREET LIGHTING

Adams Avenue Lighting District No. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED NINETY-EIGHT DOLLARS (\$198.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 4th day of February 1942.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon ADAMS AVENUE, between Boundary Street and 36th Street, 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. E. HOLLOWAY Vice President in
Charge of Sales

Principal (SEAL)

ATTEST: E. L. TOLSON
Resident Assistant Secretary

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

Surety (SEAL)

Total amount of premium charged, \$5.00
STATE OF CALIFORNIA, } ss

County of San Diego.

On this 4th day of February, in the year nineteen hundred forty-two, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

FRANCES S. BOWERS

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

I hereby approve the form of the foregoing Undertaking this 11 day of February, 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. 76079 passed and adopted on the 27th day of January, 1942, require and fix the sum of \$198.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

Adams Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 17th day of February, 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 ADAMS AVENUE, between Boundary Street and 36th Street, in the City of San Diego, California. Such furnishing of electric current shall be for a period of one year from and including August 28, 1941, to-wit, to and including August 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 Adams Avenue Lighting District No. 1", filed October 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 Seven Hundred Ninety-two Dollars (\$792.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego 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 Ninety-two Dollars (\$792.00) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Seven Hundred Ninety-two Dollars (\$792.00).

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 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
By HELEN M. WILLIG, Deputy

(SEAL)

I hereby approve the form of the foregoing Contract, this 11 day of February, 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 Adams Avenue Lighting District No. 1; being Document No. 336261.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

REVOCABLE PERMIT

WHEREAS, the City of San Diego, California, has made application for permission to construct, operate and maintain a 60-inch sewer line under and across portions of Lots 12 and 13 of Pueblo Lot 1166 of the Pueblo Lands of San Diego, comprising a part of the Destroyer Base at San Diego, California, and

WHEREAS, the construction, operation and maintenance of the said facility will serve a useful purpose and be of mutual benefit to the parties hereto;

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 to the City of San Diego, California, hereinafter referred to as the Permittee, permission to construct, operate and maintain a 60-inch sewer line under and across portions of Lots 12 and 13 of Pueblo Lot 1166 of the Pueblo Lands of San Diego, comprising a part of the Destroyer Base at San Diego, California, at the location and in accordance with the details of a photostat of a map dated November 10, 1941, Drawing No. 2526-B, and bearing the legend "City of San Diego, Engineering Department, Intercepting Sewer, Right of Way through U. S. Navy Tracts. Portions of Pueblo Lot 1166", annexed thereto and made a part hereof, and more fully and particularly described as follows:

Those portions of Lots 12 and 13 in Pueblo Lot 1166 of the Pueblo Lands of San Diego, according to Referees' map of said Pueblo Lot in Superior Court Case No. 2875 in said County of San Diego, described in that certain quit claim deed from United States Shipping Board Emergency Fleet Corporation, a corporation, to United States of America, dated October 17, 1921, recorded September 21, 1922, in Book 908, page 212, et seq., of Deeds, records of said County of San Diego, described as "Tract No. 1" and Tract No. 2", lying within the boundaries of the following described parcels:

PARCEL 1: Beginning at a point on the south line of said Lot 12 distant therealong North 89° 56' 55" West (Record: South 89° 58' 15" West) 317.02 feet from the west line of 32nd Street as the same is located and established at the date of this instrument; thence North 39° 01' 10" West 51.86 feet to a point on the west line of said "Tract No. 1"; thence South 0° 03' 05" West 31.74 feet along the west line of said "Tract No. 1" to a point; thence South 39° 01' 10" East 10.98 feet to a point on the south line of said Lot 12 distant therealong North 89° 56' 55" West 25.76 feet from the point of beginning; thence South 89° 56' 55" East along the south line of said Lot 12 a distance of 25.76 feet to the point of beginning; containing 628 square feet.

PARCEL 2: Beginning at a point on the north line of said Lot 13, being also along the south line of said Lot 12, North 89° 56' 55" West (Record South 89° 58' 15" West) 325 feet from the west line of said 32nd Street; thence South 0° 06' 40" East along the east line of said "Tract No. 2" a distance of 42.06 feet to a point; thence North 10° 07' 10" West 25.93 feet to an angle point; thence North 39° 01' 10" West 21.10 feet to a point on the north line of said Lot 13 distant therealong North 89° 56' 55" West 17.78 feet from the point of beginning; thence South 89° 56' 55" East 17.78 feet along the north line of said Lot 13 to the point of beginning; containing 241 square feet.

This permit is issued 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, and in that connection it is understood by the parties hereto, that this permit is granted upon the condition that such land shall be vacated when its use is desired by the Permitter.

2. It is understood by the parties hereto, that use of the said facility will involve no expense or obligation on the part of the Permitter on and after the effective date of this permit.

3. The Permittee is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land of the United States of America.

4. 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.

5. The construction, operation and maintenance of said facility shall be under the control and jurisdiction of the Navy Department, and 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, operation and maintenance of said facility, 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 of America.

6. Upon termination of this permit, the Permittee, at its sole cost and expense and within a reasonable time after receipt of notice thereof, shall have the right to and shall remove its facility and shall restore the Permitter's land as nearly as practicable to its original condition if so requested by Permitter. In case of failure to do so, any expense incurred by the Permitter, after termination of this permit in removing the property of the Permittee and restoring the land covered by this permit to its original condition, will be reimbursed to the Permitter by the Permittee upon demand.

7. 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, operation and mainten-

ance of the aforesaid facility, occasioned in whole or in part by acts or omissions of the Permittee, its agents, employees or servants, 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 subject as a result of such death, injury, loss, destruction or damage, except if there is sole or 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.

8. 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.

9. In all matters in connection with this permit, requiring the approval or action of the Secretary of the Navy, the Commandant, Eleventh Naval District, San Diego, California, is hereby designated and empowered to act as the local representative of the Navy Department.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 4th day of February, 1942.

UNITED STATES OF AMERICA (SEAL)
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 the 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 CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from the United States of America for sewer line across portion of Pueblo Lot 1166; being Document No. 336326.

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 14th day of Feb., 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and G. T. DRINKWATER, hereinafter called the Lessee, WITNESSETH:

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

That portion of Tract "B", of Rancho El Cajon, in the County of San Diego, State of California, particularly described as follows, to-wit:

Commencing at the northeasterly corner of that certain tract of land conveyed to The City of San Diego by Frank H. Rowley and wife, by deed dated April 26, 1932, and recorded in Book 122, at page 287, official records of the County Recorder of said San Diego County; thence westerly along the northerly line of said Rowley Tract and westerly along the northerly line of that certain tract of land conveyed to The City of San Diego by Emma Pearl Vance by deed dated April 14, 1931, recorded in Book 1891, at page 229, of Deeds, Records of said County Recorder, a distance of 4620 feet, more or less, to the northwesterly corner of said tract of land so conveyed to the City by said Emma Pearl Vance; thence southerly along the westerly line of said Vance Tract, a distance of 1507.44 feet to the southwesterly corner thereof; thence South 72° 10' east along the southwesterly line of said Vance Tract in said Tract "B", a distance of 1659.82 feet, more or less, to the most southerly corner of said Vance Tract, said last described point being also the southwesterly corner of that certain tract of land conveyed to Annie M. Lane by deed recorded in Book 279, at page 8, of Deeds, Records of said County Recorder; thence northerly along the westerly line of said Lane Tract and northerly along the westerly line of that certain tract of land conveyed to Louis Bothamley by deed recorded in Book 131, at page 374, of Deeds, Records of said County Recorder, a distance of 1075 feet to the northwesterly corner of said Bothamley Tract; thence easterly along the northerly line of said Bothamley Tract and the easterly prolongation thereof, a distance of 1060 feet to an intersection with the westerly line of that certain tract of land conveyed to The City of San Diego by deed of the Gilchrist Estate Company, a corporation, dated April 8, 1926, recorded in Book 1204, at page 354, of Deeds, said County Recorder's Records, said last described point also being on the north and south center line of Section 23, Township 15 South, Range 1 West, S.B.B. & M.; thence south along the center line of said Section 23, a distance of 2748 feet to the center of said Section 23, said last described point also being the southwesterly corner of said tract of land so conveyed to The City of San Diego by the Gilchrist Estate Company; thence east along the south line of said tract of land so conveyed to The City of San Diego by said Gilchrist Estate Company, a distance of 1323.4 feet to a point; thence due north 153 feet to a point; thence north 44° 16' east along the southeasterly line of said tract of land so conveyed to The City of San Diego by said Gilchrist Estate Company, a distance of 924.30 feet to the most easterly corner thereof; thence northerly along the easterly line of said tract of land so conveyed to the City by the Gilchrist Estate Company and along the easterly line of said tract of land so conveyed to the City by said Rowley and wife to the point of commencement; containing 245 acres of land, more or less; subject to all easements, liens and encumbrances of record.

For a term of three (3) years, beginning on the 12th day of January, 1942, and ending on the 11th day of January, 1945, at the following rentals: Two Hundred Forty-five Dollars (\$245.00) per year, for each and every year while this lease is in effect, payable in advance at the office of the Lessor semi-annually during said term.

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

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

Second. That this lease shall not be assigned or transferred nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the 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 expenditure 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 and lessor shall not pump water from said wells 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. 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.

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 said 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. 76156 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

G. T. DRINKWATER

Lessee

I hereby approve the form and legality of the foregoing Lease this 16th day of February, 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 lease with G. T. Drinkwater for portion of Tract "B" Rancho El Cajon; being Document No. 336359.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patten* Deputy

Premium on this bond is \$6.71

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 FORTY-THREE Dollars (\$1,343.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of February, 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:

- 1 - Rich #202, 30" gate valve
- 6 - " #204, 16" " "
- 6 - " #204, 14" " "

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: G. GORDON HULBURT

MISSION PIPE & SUPPLY COMPANY

PAUL O. VANCE, PRES.

(SEAL)

Principal

ATTEST: MAY SHANNON

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)

By GEO. H. MURCH Attorney in Fact

Surety

I hereby approve the form of the within Bond this 16th day of February, 1942.

JACOB WEINBERGER, City Attorney

By H. B. DANIEL, Asst. City Attorney

I hereby approve the foregoing bond this 16th day of February, 1942.

WALTER W. COOPER,

City Manager

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 12th day of February, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-two, 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

(SEAL)

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 12th day of February, 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 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:

- 1 - Rich #202, 30" gate valve
- 6 - " #204, 16" " "
- 6 - " #204, 14" " "

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 335329.

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

- | | | |
|-------------------------------|-----------------|-----------|
| 1 - Rich #202, 30" gate valve | @ | \$1639.61 |
| 6 - " #204, 16" gate valves | @ \$355.49 each | \$2132.94 |
| 6 - " #204, 14" " " | @ \$266.16 " | \$1596.96 |

Said prices include the California States Sales Tax.

Said contractor agrees to begin delivery of said material within thirty (30) days from and after the date of the execution of this contract, and to complete said delivery on or before the 14th day of March, 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 said obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Five Thousand Three Hundred Sixty-nine and 51/100 Dollars (\$5369.51), 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. 76147 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: G. GORDON HULBURT

MISSION PIPE & SUPPLY CO. (SEAL)

PAUL O. VANCE, Pres.

Contractor

I hereby approve the form of the foregoing contract, this 16th day of February, 1942.

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 Mission Pipe & Supply Co. for valves; being Document No. 336377.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Tatten* Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 18th day of February, 1942, between THE CITY OF SAN DIEGO, acting through its City Manager, first party, and T. C. MACAULEY second party, WITNESSETH:

THAT WHEREAS, the City desires to ascertain what opportunities may exist to secure federal funds in the amount of \$150,000.00 for the purpose of making a survey of the best route for bringing Colorado River water to San Diego, and if possible to secure such an allocation; and

WHEREAS, Major T. C. Macauley is well qualified, by reason of his wide acquaintance with public officials in Washington, to conduct such an investigation, secure the information desired by the City, and to represent the City in conjunction with its Special Water Counsel, Phil D. Swing, and the City desires to secure the services of said second party for such purpose, and second party is willing to accept such employment;

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, it is mutually agreed as follows:

That the City does hereby engage Major T. C. Macauley to render the services set forth in the preamble of this agreement, and said Macauley does hereby accept such employment.

The compensation of second party for the rendition of said services shall be the sum of one dollar (\$1.00), together with reimbursement of all of his necessary traveling and maintenance expenses incurred in the performance thereof.

Second party shall remain in Washington for so long a time as may be reasonably necessary to accomplish the purposes contemplated in this agreement, and in any event shall return whenever the City Manager may so direct.

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. 76248, adopted by the Council of said City on the 17th day of February, 1942, 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

T. C. MACAULEY
Party of the Second Part.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with T. C. Macauley for representing the City in Washington re Colorado River Water Route; being Document No. 336431.

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

WHEREAS, Frank E. Mohler is the owner of portion of Lot 1, (south fifty feet) Block F, of Redland Gardens

NOW, THEREFORE, this AGREEMENT, signed and executed this 3rd day of February, 1942 by Frank E. Mohler that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Redland Drive between Fifty-fifth Street and Adams Avenue, adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs he so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

FRANK E. MOHLER
4750 Redland Drive,
San Diego, California

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

On this 3rd day of February, A.D. Nineteen Hundred and forty-two before me, John C. Morris, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank E. Mohler known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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 C. MORRIS
Notary Public in and for the County of San Diego,
State of California

My commission expires Jan. 18, 1945
I HEREBY approve the form of the foregoing agreement this 5th day of February, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED FEB 6 1942 30 min. past 2 P.M. in book 1297 at page 448 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 Frank E. Mohler; being Document No. 336070.

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, property at 1525 - 28th Street more particularly described as Lot 4 & N. 1/2 of 5, Block 10 Subdivision South Park, and,

WHEREAS, the provisions of Ordinance No. 12795 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76177 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 5 day of February, 1942, by Harold Suter that he will, for and in consideration of the permission granted him to use said building on the above described property for a boarding and lodging house, bind him to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

HAROLD SUTER
241 El Prado Dr. Lemon Grove

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

On this 5th day of February A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold Suter 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) Notary Public in and for the County of San Diego,
My commission expires Mar. 20, 1943 State of California
RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1316 at page 19 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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of boarding and lodging house agreement from Harold Suter; being Document No. 336206.

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, property at 1605 - 28th Street more particularly described as Lot 6 Block 9 Subdivision South Park and,

WHEREAS, the provisions of Ordinance No. 12795 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76176 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 9 day of February, 1942, by Margaret F. Kiel that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

MARGARET F. KIEL
1605 - 28th St.

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

On this 9th day of February A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Margaret F. Kiel 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) Notary Public in and for the County of San Diego,
My commission expires Mar. 20, 1943 State of California
RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1316 at page 27 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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of boarding and lodging house agreement from Margaret F. Kiel; being Document No. 336207.

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, property at 1137 Sutter Street more particularly described as Lot 12 Block 2 Subdivision Marine View and,

WHEREAS, the provisions of Ordinance No. 12988 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76175 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 6 day of February, 1942, by Mrs. J. G. Crawford that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

MRS. J. G. CRAWFORD
1137 Sutter

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 6th day of February A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. J. G. Crawford 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)

My commission expires Mar. 20, 1943

RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1316 at page 26 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.

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 boarding and lodging house agreement from Mrs. J. G. Crawford; being Document No. 336208.

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, property at 1128 Sutter Street more particularly described as Lots 8-9 Block 1 Subdivision Marine View and,

WHEREAS, the provisions of Ordinance No. 12988 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76174 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 6 day of February, 1942, by Henri G. Berthiaume that he will, for and in consideration of the permission granted him to use said building on the above described property for a boarding and lodging house, bind him to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

HENRI G. BERTHIAUME
1128 Sutter

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

On this 6th day of Feb., A.D. Nineteen Hundred and 42, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henri G. Berthiaume 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)

RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1311 at page 154 of official records, San Diego Co., Cal. Recorded at request of Grantee.

AUGUST M. WADSTROM
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.

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 boarding and lodging house agreement from Henri G. Berthiaume; being Document No. 336209.

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, property at 1139 Sutter Street more particularly described as Lot 13 Block 2 Subdivision Marine View and,

WHEREAS, the provisions of Ordinance No. 12988 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76173 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 6 day of February, 1942, by Mrs. T. H. Sexton that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

MRS. T. H. SEXTON
1139 Sutter

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

On this 6th day of February, A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. T. H. Sexton 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)
My commission expires Mar. 20, 1943

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

RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1311 at page 155 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 boarding and lodging house agreement from Mrs. T. H. Sexton; being Document No. 336210.

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, property at 3518 Crowell Street more particularly described as Lots 11-12 Block 43 Subdivision Middletown Addition and,

WHEREAS, the provisions of Ordinance No. 1020 (New Series) of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and

WHEREAS, the Council of said City has by Resolution No. 76117 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will ninety days from date of this agreement, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 4th day of February, 1942, by Glenn Riley Adams that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

GLENN RILEY ADAMS
3605 Crowell

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

On this 5 day of Feb., A.D. Nineteen Hundred and forty-two, before me, John W. Mott, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glenn Riley Adams 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)

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

RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1311 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.
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
boarding and lodging house agreement from Glenn Riley Adams; being Document No. 336250.
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 provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, H. S. Perrigo is the owner of Lot No. 17 Block 6, of Kensington Heights;
NOW, THEREFORE, This Agreement, signed and executed this 4th day of February, by H. S. Perrigo that I will, for and in consideration of the permission granted to remove 16 feet of curbing on Hilldale Rd, between Marlborough Dr. and Canterbury 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.

H. S. PERRIGO
4834 Sussex Drive
STATE OF CALIFORNIA, }
County of San Diego, } ss
On this 4th day of Feb., A.D. Nineteen Hundred and Forty Two, before me, Gerald G. Geddes, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. S. Perrigo known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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
(SEAL)
My commission expires July 5, 1943
I HEREBY approve the form of the foregoing agreement this 10th day of February, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1298 at page 438 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 H. S. Perrigo; being Document No. 336258.
FRED W. SICK
City Clerk of the City of San Diego, California
By *Francis Patton* Deputy

U.S.G.CO. BOND #1364280
Know all men by these presents, That UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWELVE THOUSAND FIVE HUNDRED EIGHTY Dollars (\$12,580.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.
Signed by us and dated this 16th day of February, 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: 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, and for the contract price therein set forth.
The rate of premium on this Bond is \$2.50 per \$1,000. The total amount of premium charged is \$31.45.
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.
ATTEST: -----
I hereby approve the form of the within Bond, this 25th day of February, 1942.
I hereby approve the foregoing bond this 25th day of February, 1942.
UNITED STATES PIPE & FOUNDRY COMPANY (SEAL)
By D. B. STOKES Vice-President Principal.
UNITED STATES GUARANTEE COMPANY (SEAL)
By A. O. FISKE Attorney-in-Fact
By G. W. BELL Attorney-in-Fact Surety
JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney
WALTER W. COOPER City Manager

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

On this 16th day of February, in the year nineteen hundred and forty-two A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared A.O. Fiske and G.W.Bell, known to me to be the Attorneys in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

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

(SEAL) IRENE MURPHY
Notary Public in and for the City and County of
San Francisco, State of California
My commission expires Mar. 16, 1942

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 16 day of February, 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 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 lined - 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" x 24"	All bell	Cross T
1 - 30" x 16"	" "	T
1 - 30" x 16"	" "	Y
1 - 36" x 24"	" "	Y
1 - 16" x 12"	" "	Cross
1 - 16"	" "	T
1 - 16"	" "	Y
2 - 10" x 8"	" "	Reducers
4 - 10"	" "	Ts
1 - 36"	" "	Sleeve
4 - 30"	" "	"
1 - 16" x 8"	double spigot	Reducer
2 - 10" x 8"	all bell	"

The prices hereinafter specified are based on shipping direct from contractor's foundry in the Birmingham District, Alabama, via rail, delivery f.o.b. cars San Diego, California.

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	@ \$.93 a foot	\$ 3,729.30
3400 " 10"	" "	@ \$ 1.90 " "	6,460.00
3700 " 12"	" "	@ \$ 2.40 " "	8,880.00
1400 " 16"	" "	@ \$ 3.92 " "	5,488.00
900 " 24"	" "	@ \$ 7.36 " "	6,624.00
10160 " 6"	" 250	@ \$ 1.04 " "	10,566.40
3580 " 8"	" "	@ \$ 1.62 " "	5,799.60

Class D Cast Iron Fittings			
1 - 30" x 24"	all bell	Cross T	@ \$261.93 \$ 261.93
1 - 30" x 16"	" "	T	@ \$173.24 173.24
1 - 30" x 16"	" "	Y	@ \$244.00 244.00
1 - 36" x 24"	" "	Y	@ \$358.37 358.37
1 - 16" x 12"	" "	Cross	@ \$ 68.84 68.84
1 - 16"	" "	T	@ \$ 63.96 63.96
1 - 16"	" "	Y	@ \$ 93.39 93.39
2 - 10" x 8"	" "	Reducers	@ \$ 13.07 26.14
4 - 10"	" "	Ts	@ \$ 26.07 104.28
1 - 36"	" "	Sleeve	@ \$ 74.24 74.24
4 - 30"	" "	"	@ \$ 53.44 213.76
1 - 16" x 8"	double spigot	reducer	@ \$ 20.06 20.06
2 - 10" x 8"	all bell	reducer	@ \$ 12.08 24.16

Said prices do not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within _____ days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ 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: Fifty Thousand Three Hundred Sixteen and 90/100 Dollars (\$50,316.90), inclusive of the sum of \$1043.23 for 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. 76209 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 COMPANY (SEAL)
By D. B. STOKES Vice-President

Contractor

ATTEST: H. A. HOOVER Asst. Secty.

I HEREBY APPROVE the form and legality of the foregoing contract this 25th day of February, 1942.

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 and Foundry Company for cast iron pipe and fittings; being Document No. 336608.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

KNOW ALL MEN BY THESE PRESENTS, That BYRON JACKSON, as Principal and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND NINE HUNDRED EIGHTY-TWO Dollars (\$3,982.00), 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 February, 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, test, deliver and place on foundation furnished by the City: 6 - pumping units, complete with centrifugal pumps, motors, base plates, anchor bolts, flexible couplings and coupling guards, 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.

BYRON JACKSON (SEAL)

By L. C. KIMBALL

Principal

UNITED STATES GUARANTEE COMPANY (SEAL)

By WALTER H. DUFF Attorney-in-Fact

And DELORUS E. CLARK Attorney-in-Fact

Surety

STATE OF CALIFORNIA

County of Los Angeles

} ss

On this 13th day of February, A.D., 1942, before me, M.P. Joseph, a Notary Public in and for the said County and State, personally appeared Walter H. Duff and Delorus E. Clark known to me to be the persons whose names are subscribed to the within Instrument, as the Attorneys-in-Fact of United States Guarantee Co. and acknowledged to me that they and each of them subscribed the name of United States Guarantee Company thereto as Principal and their own names as Attorneys-in-Fact.

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

M. P. JOSEPH

Notary Public in and for said County and State

(SEAL)

My commission expires June 3rd, 1945

I hereby approve the form of the within Bond, this 19th day of February, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 20th day of February 1942.

WALTER W. COOPER

City Manager

The rate of premium on this Bond is \$3.00 per \$1,000

The total amount of premium is \$11.95

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 13th day of February, 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 BYRON JACKSON 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, test and place on foundation furnished by the City: 6 - pumping units, complete with centrifugal pumps, motors, base plates, anchor bolts, flexible couplings and coupling guards, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 335323.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Fifteen Thousand Nine Hundred Twenty-seven and 18/100 Dollars (\$15,927.18). Said price includes the California State Sales and/or Use Tax.

Said contractor agrees to begin delivery of said material within _____ days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____ 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: Fifteen Thousand Nine Hundred Twenty-seven and 18/100 Dollars (\$15,927.18), 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. 76149, 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

BYRON JACKSON CO..

By L. C. KIMBALL

Contractor.

ATTEST: U. H. WIESA, Secy. Treas.

I hereby approve the form of the foregoing contract, this 19th day of February, 1942.

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 Byron Jackson Co. for 6 pumping units for Alvarado Pumping Plant; being Document No. 336609.

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 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, 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, 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 333 Badger Meters with connections, 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 JR. PARTNER

PAUL B. RAYBURN PARTNER

co-partners, doing business under the firm name and style of INDUSTRIES SUPPLY COMPANY

Principal

COLUMBIA CASUALTY COMPANY (SEAL)

By A. H. Anderson Attorney-in-Fact

Surety

(SEAL) WITNESS: LEONE REDDISH
Notary Public in and for the County of San Diego
State of California

ATTEST: E. A. POKRANT

I hereby approve the form of the within Bond, this 26th day of February, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 26th day of February, 1942.

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 24th day of February, in the year 1942, 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.

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 February, 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 Paul B. Rayburn and Paul B. Rayburn, Jr., co-partners doing business under the firm name and style of INDUSTRIES SUPPLY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 333 Badger meters with connections, 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 Badger meters with connections @ \$10.65 ea \$3,546.45. Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within one (1) 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: Three Thousand Five Hundred Forty-six and 45/100 Dollars (\$3,546.45), 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. 76150 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

PAUL B. RAYBURN JR., PARTNER

PAUL B. RAYBURN PARTNER

co-partners, doing business under the firm name and style of INDUSTRIES SUPPLY COMPANY

Contractor

Subscribed & sworn to before me this 24th day of February, 1942.

LEONE REDDISH

(SEAL)

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

I hereby approve the form of the foregoing contract this 26th day of February, 1942.

JACOB WEINBERBER, 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 water meters; being Document No. 336628.

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. is the owner of Lots 27 & 28 Block I Montecello and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Feb. 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 17 feet

of curbing on 5044 Monroe St. adjacent to the above described property, binding 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 The Dennstedt 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.

THE DENNSTEDT CO.
E. W. DENNSTEDT, Pres.

(Address)

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 2nd day of February, A.D. Nineteen Hundred and Forty-two, 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

MARIE D. SPARKS
Notary Public in and for the County of San Diego
State of California

RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1306 at page 256 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 The Dennstedt Co., being Document No. 336112.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis S. Allen* Deputy

A G R E E M E N T

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

WHEREAS, A. T. Davidson is the owner of Lots Seven (7), Eight (8) and Nine (9), Block One (1), of Sherman's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of February, 1942, by A. T. Davidson that he will, for and in consideration of the permission granted to remove 23 feet of curbing on 15th Street between Market & G Streets 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 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.

A. T. DAVIDSON
4637 - 50th St.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 3rd day of February, A.D. Nineteen Hundred and forty-two before me, A. M. Shook, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. T. Davidson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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. M. SHOOK
Notary Public in and for the County of San Diego
State of California

I HEREBY approve the form of the foregoing agreement this 9th day of February, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED FEB 13 1942 30 min. past 1 P.M. in book 1306 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.

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 A. T. Davidson; being Document No. 336129.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis S. Allen* Deputy

A G R E E M E N T

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

WHEREAS, Geo. M. Bidwell is the owner of Lot B Block 57, of Hortons Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of February 1942 by Geo. M. Bidwell that I will, for and in consideration of the permission granted to remove 32 feet of curbing on 9th 100 ft So. of E, on east side of street and 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.

And further agree that this agreement shall be binding on Geo. M. Bidwell 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.

GEO. M. BIDWELL
2674 - 6th St. San Diego, Cal.

STATE OF CALIFORNIA }
County of San Diego, } ss

On this 3rd day of February, A.D. Nineteen Hundred and Forty Two, before me, Louis L. Shears, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. M. Bidwell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 Com. exp. 4/6/1945

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

I HEREBY approve the form of the foregoing agreement this 9th day of February, 1942

JACOB WEINBERGER City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED FEB 13 1942 30 min. past 4 P.M. in book 1306 at page 253 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 Geo. M. Bidwell; being Document No. 336130.

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

WHEREAS, Webb Bros. Ltd. is the owners of Lot "H", Block 126, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of February, 1942, by Webb Bros. Ltd. that they will, for and in consideration of the permission granted to remove 18 ft. of curbing on 10th Street between "J" St. and "K" St., 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.

And further agree that this agreement shall be binding on Webb Bros. Ltd. 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.

WEBB BROS. LTD. by ROY C. WEBB
Partner
944 K St. San Diego, Calif.

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

On this 2nd day of February, A.D. Nineteen Hundred and Forty-two, before me, Gerald G. Geddes, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roy C. Webb known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My commission expires July 5, 1943

GERALD G. GEDDES
Notary Public in and for the County of San Diego
State of California

RECORDED FEB 13 1942 30 min. past 1 P.M. in Book 306 at page 250 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 Webb Bros. Ltd., being Document No. 336131.

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, property at 3603-3605-3609 Crowell Street more particularly described as Lots 1-2 Block 44 Subdivision Middletown Addition and,

WHEREAS, the provisions of Ordinance No. 1020 (New Series) of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76116 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will ninety days from date of this agreement convert said building from a boarding and lodging house back to a three unit apartment building, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 4th day of February, 1942, by Glenn Riley Adams that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

GLENN RILEY ADAMS
3605 Crowell

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

On this 5 day of Feb., A.D. Nineteen Hundred and forty two, before me, John W. Mott, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glenn Riley Adams 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.

JOHN W. MOTT

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

RECORDED FEB 13 1942 30 min. past 1 P.M. in Book 1306 at page 255 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 boarding and lodging house agreement from Glenn Riley Adams; being Document No. 336251.

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, property at 646 Raven Street more particularly described as Lot 38-39 Block 3 Subdivision Walker's Addition and,

WHEREAS, the provisions of Ordinance No. 35 N.S. of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76120 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 11 day of February, 1942, by George B. Hemus, by Emilie Hemus that he will, for and in consideration of the permission granted him to use said building on the above described property for a boarding and lodging house, bind him to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

GEORGE B. HEMUS by EMILIE HEMUS
646 Raven St.

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

On this 11th day of February A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Emilie Hemus 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.

CLARK M. FOOTE JR.

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

RECORDED FEB 13 1942 30 min. past 1 P.M. in Book 1306 at page 257 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 boarding and lodging house agreement from Emilie Hemus; being Document No. 336260.

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, Mary Belle Dyer is the owner of Ely por. Villa Lot 235 of Normal Heights, City of San Diego and,

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

THIS AGREEMENT, signed and executed this 17th day of January, 1942, by Mary Belle Dyer that she will, for and in consideration of the permission granted her to remove 15 feet of curbing on Madison Ave. 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.

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

MARY BELLE DYER
Box 109, El Cajon, California

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 17th day of January, A.D. Nineteen Hundred and Forty-two, before me, Mary Anderson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary Belle Dyer 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 City of San Diego, 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 FEB 18 1942 55 min. past 2 P.M. in Book 1318 at page 60 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. 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 Mary Belle Dyer; being Document No. 336282.

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, Mary Belle Dyer is the owner of Wly por. Villa Lot 235, Normal Heights City of San Diego; and,

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

THIS AGREEMENT, signed and executed this 17th day of January, 1942, by Mary Belle Dyer that she will, for and in consideration of the permission granted her to remove 15 feet of curbing on Madison Ave. 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.

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

MARY BELLE DYER
Box 109 El Cajon, California

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 17th day of January, A.D. Nineteen Hundred and Forty-two, before me, Mary Anderson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary Belle Dyer 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 City of San Diego, 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 FEB 18 1942 55 min. past 2 P.M. in Book 1318 at page 61 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 Mary Belle Dyer; being Document No. 336283.

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

WHEREAS Eagle Oil and Refining Co. Inc. Lessee is Lessee of Lot 6 of Re-subdivision of Normal Heights Villa Lots 1 to 11 inclusive,

NOW, THEREFORE, This Agreement, signed and executed this 10th day of February, by Eagle Oil & Ref. Co. Inc. by A. F. Curtis So. Div. Sales Mgr. that they will, for and in consideration of the permission granted to remove 36 and 45 ft of curbing on Suncrest, 36 ft 3170 Suncrest Dr. 45 Mountain View between Suncrest and Mountain View Dr. and Adams Ave. adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Eagle Oil and Ref. Co. Inc. as Lessee, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

EAGLE OIL AND REFINING CO. INC.

By A. F. Curtis, So. Div. Sales Mgr.

2243 State St.

STATE OF CALIFORNIA

} ss

County of San Diego,

On this 10th day of February, A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. F. 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 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

I HEREBY approve the form of the foregoing agreement this 13th day of February, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED FEB 18 1942 23 min. past 2 P.M. in Book 1309 at page 215 of official records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy H. Zervas

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

M. METHENY - 16

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Eagle Oil and Refining Company; being Document No. 336303.

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, property at 5602 Adams Avenue more particularly described as Lot 9 Block E Subdivision Redlands Gardens and,

WHEREAS, the provisions of Ordinance No. 12794 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76121 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will six months from the date of the adoption of Resolution 76121 convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 16 day of February, 1942, by Lucy M. Nicholson that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at her own expense and with no cost or obligation on the part of the City of San Diego.

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

LUCY M. NICHOLSON

5602 Adams Ave.

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 16th day of Feb. A.D. Nineteen Hundred and 42, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lucy M. Nicholson 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.

AUGUST M. WADSTROM

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

(SEAL)

RECORDED FEB 18 1942 55 min. past 2 P.M. in Book 1307 at page 356 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. Zervas

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

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 boarding and lodging house agreement from Lucy M. Nichols; being Document No. 336317.

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, Miss Marion A. L. Ricker is the owner of Lot 22 Block 8 Hillcrest, 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 9th day of January, 1942, by Miss Marion A. L. Ricker that she will, for and in consideration of the permission granted her to remove 68 feet of curbing on Washington Street 26 feet of curbing on Fifth Ave. 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.

Miss Marion A. L. Ricker 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.

MARION A. L. RICKER

1415 28th St., San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 9th day of January, A.D. Nineteen Hundred and Forty-two, before me, Lois J. Crowley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Miss Marion A. L. Ricker, 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.

LOIS J. CROWLEY

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

(SEAL)

My commission expires February 14, 1945

RECORDED FEB 18 1942 55 min. past 2 P.M. in Book 1309 at page 216 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 removal agreement from Miss Marion A. L. Ricker; being Document No. 336345.

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, Defense Plant Corporation (an instrumentality of the U. S. Government) by Consolidated Aircraft Corporation, Agent, desires to construct a pedestrian overpass across Pacific Highway on tideland property of the City of San Diego, at a point approximately 525 feet south of Sassafras Street, and,

WHEREAS, the provisions of Ordinance No. 401 New Series of the Ordinances of the City of San Diego prohibit the erection of buildings or structures on said property to the front property line on Pacific Highway and,

WHEREAS, the undersigned Corporation has heretofore applied to the Council of the City of San Diego for a special permit to erect such overpass 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. 75168 on September 23, 1941 suspended the provisions of said Ordinance with respect to said property and has granted permission to the undersigned Corporation to erect an overpass closer to the front property line than permitted by said Ordinance, on the condition and for and in consideration that the undersigned will at any later date, upon receipt of sufficient notice from the City of San Diego, only in the event the City of San Diego deems it necessary to widen Pacific Highway, move whatever portions of said overpass which have been constructed pursuant to said Resolution back to the line established and designated by said Ordinance,

NOW, THEREFORE, WITNESS THIS AGREEMENT, signed and executed this 28th day of October 1941, by Defense Plant Corporation, by Consolidated Aircraft Corporation, Agent, that it will, for and in consideration of the permission granted in said resolution, bind itself and does hereby by these presents agree, to move said portions of said overpass erected in pursuance to said Resolution back to the line established by said Ordinance 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 it as aforesaid to move said portions of said overpass to the line designated; that it will move said portions of said overpass and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

The undersigned further agrees that this agreement shall be binding on it, its successors and assigns, and that any sale of the property herein mentioned and described shall be made subject to the conditions and agreements herein provided.

DEFENSE PLANT CORPORATION (an instrumentality of the U. S. Government),

By, Consolidated Aircraft Corporation, Agent.
By C. T. LEIGH

Vice President.

STATE OF CALIFORNIA)
County of San Diego) ss

On this 28th day of October A.D. Nineteen Hundred and Forty-One, before me, Jane Frances Dunn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. T. Leigh known to me to be Vice President of the corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

(SEAL) JANE FRANCES DUNN
Notary Public in and for said County and State
My commission expires Aug. 7, 1943

RECORDED FEB 18 1942 55 min. past 2 P.M. in Book 1307 at page 354 of official records, San Diego Co. Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement with Defense Plant Corporation to move structure when Pacific Highway is widened; being Document No. 336370.

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, Defense Plant Corporation (an instrumentality of the U. S. Government) Consolidated Aircraft Corporation, agent is the owner of Blocks (portions) 331, 432, 433 & 457 Subdivision Old San Diego and,

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

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect a fence 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. 75169 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a fence 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 fence 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 October, 1941, by Defense Plant Corporation that they will, for and in consideration of the permission granted them to erect a fence on the above described property to the front property line, bind themselves to, and do hereby by these presents agree, to move any fence 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 fence to the line designated; that they will move said fence 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.

DEFENSE PLANT CORPORATION (an instrumentality of the U. S. Government),
By Consolidated Aircraft Corporation, Agent.
By C. T. LEIGH
Vice President

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

On this 28th day of October A.D. Nineteen Hundred and Forty-One, before me, Jane Frances Dunn a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. T. Leigh known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) JANE FRANCES DUNN
Notary Public in and for the County of San Diego
State of California
My commission expires Aug. 7, 1943

RECORDED FEB 18 1942 55 min. past 2 P.M. in Book 1298 at page 498 of official records, San Diego Co. Cal. Recorded at request of-----

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement with Defense Plant Corporation to move fence; being Document No. 336371.

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. W. Humphries is the owner of Lot E Block 101 Horton's Addition, San Diego, California; and,

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

THIS AGREEMENT, signed and executed this 16th day of Feb. 1942, by J. W. Humphries

that he will, for and in consideration of the permission granted him to remove 20 feet of curbing on 10th Street adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

J. W. Humphries 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. W. HUMPHRIES
520 - 11th St.

STATE OF CALIFORNIA,)
County of San Diego)ss

On this 16th day of February, A.D. Nineteen Hundred and forty two, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. W. Humphries known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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,
State of California
My commission expires May 4, 1945
RECORDED FEB 18 1942 55 min. past 2 P.M. in Book 1304 at page 283 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

Copyist County 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. W. Humphries; being Document No. 336375.

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, Byron Gilchrist is the owner of Lot 279 Unit #3 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 11th day of February, 1942, by Byron Gilchrist that he will, for and in consideration of the permission granted-----to remove 14 feet of curbing on E. Palisades 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.

Byron Gilchrist 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.

BYRON GILCHRIST
5311 E. Palisades Drive
Present, 4352 N. Talmadge Drive

STATE OF CALIFORNIA,)
County of San Diego)ss

On this 11th day of February, A.D. Nineteen Hundred and Forty-two, before me, Ray C. Heuler, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Byron Gilchrist known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) RAY C. HEULER
Notary Public in and for the County of San Diego,
State of California
RECORDED FEB 18 1942 55 min. past 2 P.M. in Book 1304 at page 284 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

Copyist County 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 Byron Gilchrist; being Document No. 336376.

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 25th day of February, 1942; 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. FOSTER, hereinafter called the Lessee, WITNESSETH:

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

of San Diego, State of California, to-wit:

The W 1/2 of Section 14; the NW 1/4, the North 1/2 of the SW 1/4, the SW 1/4 of the SW 1/4, the South 1/2 of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 23; the NW 1/4 of the NW 1/4, the S 1/2 of the NW 1/4 and the NW 1/4 of the SW 1/4 of Section 26; the NE 1/4, the S 1/2 of the NW 1/4 and the N 1/2 of the SW 1/4 of Section 27; all in Township 12 South, Range 1 East, S.B.B. & M., according to United States Government Survey Maps of record, being 1200 acres of land, more or less; subject to all easements, encumbrances and liens of whatsoever nature pertaining to or existing against said property.

For a term of five (5) years, beginning on the 1st day of February, 1942, and ending on the 31st day of January, 1947, at the following rentals: Two Hundred Seventy-six Dollars (\$276.00) per year, for each and every year while this lease is in effect, payable in advance at the office of the Lessor semi-annually during said term.

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

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

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the 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 sub-letting 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. 76097 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

RALPH E. FOSTER
Lessee

I HEREBY APPROVE the form of the foregoing lease this 27th day of February, 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 lease with R. E. Foster; being Document No. 336632.

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

By *Francis Patton* Deputy

KNOW ALL MEN BY THESE PRESENTS, that Sam L. Hall, Basil Guthrie and Fred G. Goss, co-partners, doing business under the firm name and style of Electric Supplies Distributing 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 Nine Hundred Seventeen Dollars (\$917.00), 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 February, 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: 1 - Westinghouse Electric & Mfg. Co. main switchboard 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.

By SAM L. HALL Partner
By FRED G. GOSS, Partner
By BASIL GUTHRIE, Partner
Co-partners doing business under the firm name
and style of ELECTRIC SUPPLIES DISTRICTING CO.
Principal

ATTEST:-----

GREAT AMERICAN INDEMNITY COMPANY (SEAL)
By L. DOSTER
By E. K. JAMES
Attorneys-in-fact Surety

ATTEST:-----

STATE OF CALIFORNIA }
County of San Diego } ss

On this 26th day of February in the year one thousand nine hundred and forty-two, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E. K. James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

(SEAL) R. L. PAINE
Notary Public in and for the County of San Diego
State of California
My commission will expire 1-12-46

I hereby approve the form of the within Bond, this 2d day of March, 1942.
JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney
I hereby approve the foregoing bond this 3rd day of March 1942.
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 February, 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 Sam L. Hall, Basil Guthrie and Fred G. Goss, co-partners, doing business under the firm name and style of Electric Supplies Distributing Company, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1 - Westinghouse Electric & Mfg. Co. main switchboard, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 335541.

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

Three Thousand Six Hundred Thirty Dollars (\$3,630.00), less cash discount of 2% for payment within thirty days from delivery. Said price does not include the California State Sales Tax.

Said contractor agrees to deliver said material within ninety (90) days from and after the date of the execution of this contract, PROVIDED The City of San Diego furnishes said contractor with a priority certificate.

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 Sixty-four and 12/100 Dollars (\$3664.12), 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 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. 76260 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

SAM L. HALL, FRED G. GOSS, BASIL GUTHRIE
co-partners, doing business under the firm
name and style of
ELECTRIC SUPPLIES DISTRIBUTING CO.

I HEREBY APPROVE the form and legality of the foregoing contract this 2d day of
March, 1942.

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 Electric Supplies Distributing Co. for main switchboard; being Document No.
336739.

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

KNOW ALL MEN BY THESE PRESENTS, That Hull, Smale & Robinson, Inc., a corporation,
as Principal and National Surety Corporation 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 Cali-
fornia, in the sum of Eight Hundred Fifty Dollars (\$850.00) 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 February, 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: approximately 200 crosoted piles, in accordance with the plans and specifica-
tions 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. WALWORTH
HULL, SMALE & ROBINSON, INC. (SEAL)
By C. S. ROBINSON Pres.

Principal
NATIONAL SURETY CORPORATION (SEAL)
By T. W. WISDOM Attorney-in-fact
Surety

ATTEST:-----

STATE OF CALIFORNIA,

County of Los Angeles } ss

On this 7th day of February, in the year one thousand nine hundred and 42, before
me Juliette Serrano, a Notary Public in and for said County and State, residing therein,
duly commissioned and sworn, personally appeared T. W. Wisdom known to me to be the duly
authorized Attorney in Fact of National Surety Corporation, and the same person whose name
is subscribed to the within instrument as the Attorney in Fact of said Corporation, and the
said T. W. Wisdom acknowledged to me that he subscribed the name of National Surety Corpora-
tion thereto as principal, and his own name as Attorney in Fact.

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

(SEAL) JULIETTE SERRANO
Notary Public in and for said County and State
My commission expires Dec. 14, 1944

I hereby approve the form of the within Bond, this 19th day of February, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 19th day of February, 1942.

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 Cali-
fornia, this 7th day of February, 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 Hull, Smale & Robinson, Inc., a cor-
poration, 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:
Approximately 200 creosoted treated wood used piles, from 40 to 50 feet in length or longer,
and averaging about 18" butts and 12" tips, in accordance with the specifications and
addenda thereto on file in the office of the City Clerk of said City under Document No.
335332.

Said contractor hereby agrees to furnish and deliver the material above described
at and for the following prices, to-wit: 200 creosoted piles, 40 to 50 feet in length or
longer, @ \$0.40 per lin. ft. said price includes the California State Use and/or Sales Tax.

Said contractor agrees to begin delivery of said material within one days from
and after the date of the execution of this contract, and to complete said delivery on or
before the 10th day of February 1942, said delivery to be in the water at the foot of Eighth
Avenue, San Diego, California.

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: 200 creosoted piles, 40 to 50 feet
in length or longer, @ \$0.40 per lin. ft. said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the Port Direc-
tor of said City, ninety per cent (90%) of the said contract price shall be paid said con-
tractor, 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 a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 76170 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By R. H. VAN DEMAN
EMIL KLICKA
WM. E. HARPER
Members of the Harbor Commission

HULL, SMALE & ROBINSON, INC.
By C. S. ROBINSON,
Pres.

ATTEST: G. F. WEILER

I HEREBY APPROVE the form and legality of the foregoing contract this 19th day of February, 1942.

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 Hall, Smale and Robinson, Inc. for creosoted treated piles; being Document No. 336783.

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, Mr. O. C. Tuttle is the owner of Lot 6 Block 17 F. T. Scripps 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 10 day of Feb. 1942, by O. C. Tuttle that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on 7005 Draper 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.

O. C. Tuttle 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.

O. C. TUTTLE by C. H. BISCHOF
1030 Law St. P.B.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 11 day of Feby., A.D. Nineteen Hundred and Forty-two, before me, Luther Brown, 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 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
My Commission expires March 22, 1944 State of California

RECORDED FEB 26 1942 55 min. past 10 A.M. in Book 1311 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.

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 O. C. Tuttle; being Document No. 336421.

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, property at 4273 Maryland Street more particularly described as Lot 6-7, Block 133 Subdivision University Heights and,

WHEREAS, the provisions of Ordinance No. 12988 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76237 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 20 day of February, 1942, by Mrs. Steve Neumann that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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. STEVE NEUMANN
4273 Maryland

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

On this 20th day of Feb. A.D. Nineteen Hundred and Forty-two, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Steve Neumann 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)

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego
State of California

RECORDED FEB 26 1942 55 min. past 10 A.M. in Book 1311 at page 313 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 boarding and lodging house agreement from Mrs. Steve Neumann; being Document No. 336449.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis P. Patten* Deputy

A G R E E M E N T

WHEREAS, property at 3344 Columbia Street more particularly described as Lot 10 Block 134 Subdivision Middletown and,

WHEREAS, the provisions of Ordinance No. 1026 New Series of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76238 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 20 day of February, 1942, by Margaret L. Stewart that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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. MARGARET STEWART
3344 Columbia

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

On this 20th day of February, A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Margaret Stewart 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)

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

My commission expires Mar. 20, 1943

RECORDED FEB 26 1942 55 min. past 10 A.M. in book 1316 at page 169 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

boarding and lodging house agreement from Mrs. Margaret Stewart; being Document No.336478.
FRED W. SICK
City Clerk of the City of San Diego, California
By *Francis Tatum* Deputy

A G R E E M E N T

WHEREAS, Mabel S. Hall is the owner of Lots 11 & 12 Block 1 Zschockelts 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 20th day of February, by Mabel S. Hall that I will, for and in consideration of the permission granted to me to remove 14 feet of curbing on 39th 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.
Mabel S. Hall 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.

MABEL S. HALL
291 So. 39th

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

On this 20th day of Feb., A.D. Nineteen Hundred and Forty Two, before me, Clyde M. Richards, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mabel S. Hall known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) CLYDE M. RICHARDS
Notary Public in and for the County of San Diego,
State of California
My commission expires June 11, 1944
RECORDED FEB 26 1942 55 min. past 10 A.M. in Book 1316 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.

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 Mabel S. Hall; being Document No. 336580.

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

By *Francis Tatum* Deputy

A G R E E M E N T

WHEREAS, Union-Tribune Publishing Co. is the owner of Lot D Block 41 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 24th day of February 1942, by Union-Tribune Publishing Co. that it will, for and in consideration of the permission granted it to remove eight feet of curbing on Second Street adjacent to the above described property, bind itself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.
Union-Tribune Publishing Co. further agrees that this agreement shall be binding on it and 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-TRIBUNE PUBLISHING CO.
by L. G. BRADLEY
President & Treasurer

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 24th day of February, A.D. Nineteen Hundred and forty-two, before me, Henry Christopherson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. G. Bradley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) HENRY CHRISTOPHERSON
Notary Public in and for the County of San Diego,
State of California
RECORDED FEB 26 1942 55 min. past 10 A.M. in Book 1316 at page 203 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 Union-Tribune Publishing Company; being Document No. 336587.

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

February 19, 1942

For and in consideration of being given permission to build a single family residence and servant's quarters on Lot 6, Block 1, Amalfi, located on Torrey Pines Road in La Jolla, California, I, Peter Van Winkle, owner of the above-described property, hereby agree that this property and improvements thereon shall at all times be used in compliance with the R-1 zone, which zone this property is located in, under the authority of Ordinance 13294 of the ordinances 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 conditions and agreements herein mentioned.

PETER VAN WINKLE
1640 Torrey Pines Road

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

On this 20th day of Feb. A.D. Nineteen Hundred and forty-two, before me, Mildred C. B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Peter Van Winkle known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 FEB 26 1942 55 min. past 10 A.M. in Book 1316 at page 205 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 agreement of Peter Van Winkle re building on Block 1, Amalfi; being Document No. 336597.

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, Edwin E. Turner is the owner of Lot 3 Block L Azure Vista and,

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

THIS AGREEMENT, signed and executed this 24 day of February 1942, by Edwin E. Turner that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 956 Cordova 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.

Edwin E. Turner 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.

EDWIN E. TURNER By W.P. Kesling
7540 High Ave. L.A.

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

On this 24th day of February, A.D. Nineteen Hundred and forty two, before me, Fred C. Corey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. P. Kesling known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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. COREY
Notary Public in and for the County of San Diego
State of California

My commission expires Oct. 30, 1942

RECORDED FEB 26 1942 55 min. past 10 A.M. in Book 1316 at page 202 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 Edwin E. Turner; being Document No. 336600.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

U SPECIAL USE PERMIT
USES-Cleveland City of San Diego Radio Relay Station (Lyons Peak) 11/26/41

Permission is hereby granted to City of San Diego, San Diego, California, to use the following-described lands: Approximately .03 acre immediately adjacent to the Lyons Peak Lookout Station, on Government land in Sec. 10, Township 17 South, Range 2 East, S.B.M., for the purpose of installing a radio repeater station to relay calls from Sheriff's Department cars to the main office in San Diego, subject to the following conditions:

1. Plans for all structures or any additions to contemplated structures, shall be submitted to and approved by the Forest Supervisor at San Diego, Calif., prior to their construction.
 2. Location of all structures and facilities shall be approved by the District Ranger of Descanso, Calif., prior to their construction and shall exceed 100' from lookout tower, and be independent of any existing Forest Service structures.
 3. This permit is issued free of charge under Regulation L-2, Section B.
 4. The permittee shall comply with the regulations of the Department of Agriculture governing the National Forest; shall observe all sanitary laws and regulations applicable to the premises, and shall keep the premises in a neat and orderly condition.
 5. This permit is subject to all valid claims.
 6. The permittee shall take all reasonable precaution to prevent and suppress forest fires. The permittee agrees to remove all inflammable material for a distance not less than thirty feet on all sides of buildings by June 1 of each year.
 7. The permittee shall pay the United States for any damage to its property resulting from this use.
 8. The permittee shall fully repair all damage, other than ordinary wear and tear, to roads and trails in the National Forests caused by the permittee in the exercise of the privilege granted by this permit.
 9. Construction work (or occupancy and use) under this permit shall begin within 30 days, be completed within 90 days from the date of the permit, and this use shall be actually exercised at least 180 days each year, unless the time is extended or shortened.
 - 9a. This permit confers no rights to use of the land for purposes other than mentioned herein, and the Forest Service reserves the right to develop the Lyons Peak Administrative Site in any way necessary to utilize it for the purpose of fire detection or forest administration.
 10. No National Forest timber may be cut or destroyed without first obtaining a permit from the Forest Supervisor.
 11. Upon abandonment, termination, or revocation of this permit, and in the absence of an agreement to the contrary, the permittee may, within a reasonable period to be determined by the issuing officer, remove all structures which have been placed on the premises by him, except where the material was furnished by the Forest Service, but upon failure to remove the structures within that period they shall become the property of the United States.
 12. This permit may not be transferred and will terminate upon breach of any of the conditions herein or at the discretion of the Regional Forester or the Forester.
 13. The permittee agrees to establish the relay station in such a manner that all interference between this station and Forest Service stations is eliminated, both now and in the future, either from direct interference or by harmonics. The permittee will cease all use of the station if operation of their equipment results in interference with Forest Service radio transmission or receiving and will not again operate the station until the permittee has determined and remedied such cause.
 14. The permittee agrees to abide by all the rules and regulations of the Federal Communications Commission in the operation and maintenance of this station.
 15. Exterior finish of structures must be of the same type of materials and same pattern as that used by the Forest Service in the other buildings on the site.
 16. Exterior of buildings will be painted the same color as the Forest Service buildings on the site.
 17. Electricity required for the operation of this relay station shall be contracted separately with the utilities company concerned.
 18. All structure and wiring installations shall be adequately protected from lightning and installed in such a manner as not to constitute a fire or human safety risk.
 19. All wiring between structures shall be installed underground.
- February 13, 1942(Date)

NORMAN J. FARRELL
Forest Supervisor

This permit is accepted subject to the conditions set out herein and attached hereto.
March 3 1942(Date)

CITY OF SAN DIEGO Permittee
WALTER W. COOPER

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of special use permit from Forest Supervisor to City of San Diego for radio relay station; being Document No. 336795.

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

By *Francis Sullivan* Deputy

L E A S E

THIS AGREEMENT, made and entered into this 5th day of March, 1942, 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 BEN GARBANI, hereinafter called the Lessee, WITNESSETH:

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

Lots 1, 2, 7 and 8, Block 5, and Lots 1 and 2, Block 3, Cajon Park, comprising 60 acres of land, more or less; for a term of one (1) year, beginning on the 1st day of March, 1942, and ending on the 28th day of February, 1943, at the following rentals: Seventy-five Dollars (\$75.00) per year payable in advance at the office of the Lessor.

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

- First. That the above described premises are leased to said lessee for agricultural and/or stock grazing purposes only, and for no other purpose or purposes.
- Second. That this lease shall not be assigned or transferred, nor shall the said

lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 1482 (New Series) and amendments thereto; and lessee shall not pump water from sub-surface sands.

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 sub-letting 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 sub-letting or assignment.

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

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

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

BEN GARBANI
Lessee

I HEREBY APPROVE the form of the foregoing lease this 6th day of March, 1942.

JACOB WEINBERBER, 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 Ben Garbani for agricultural and stock grazing purposes; being Document No. 336843.

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 9th day of March, 1942, 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. D. Allen, hereinafter called the Lessee, WITNESSETH:

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

All of Pueblo Lot 1102 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 in the year 1870, 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, subject to all existing liens and encumbrances, EXCEPTING the following described parcel of land:

Commencing at the southwesterly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot 1102, a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, a distance of 295.32 feet to the point of commencement.

For a term of one (1) years, beginning on the 1st day of February, 1942, and ending on the 31st day of January, 1943, at the following rentals: Thirty Dollars (\$30.00) per year payable in advance at the office of the Lessor during said term.

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

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

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the 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 (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 sub-letting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

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

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

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

H. D. ALLEN
Lessee

I HEREBY APPROVE the form of the foregoing lease this 10th day of February, 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 lease with H. D. Allen for portion Pueblo Lot 1102; being Document No. 336946.
FRED W. SICK
City Clerk of the City of San Diego, California

By *Francis [Signature]* Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, J. D. and A. B. Spreckels Company, a corporation, as principal, and Eagle Indemnity Company of New York, 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, 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 the J. D. and A. B. Spreckels Company and The City of San Diego contained in Document No. 336963, 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 Five Thousand Dollars (\$5,000.00), 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 9th day of March, 1942, 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 J. D. and A. B. Spreckels Company, or any sub-contractor of said J. D. and A. B. Spreckels Company, 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.

ATTEST: R. L. REGAL
Secretary (SEAL)

J. D. AND A. B. SPRECKELS COMPANY, Principal
By JOHN N. ROSEKRANS

Vice-President
EAGLE INDEMNITY COMPANY OF NEW YORK Surety.
By H. G. MALM

ATTEST: -----

Atty. in fact. (SEAL)

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

On this 11th day of March A.D. one thousand nine hundred and forty two, before me Ella Cook Kelly, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared John N. Rosekrans and R. L. Regal known to me to be the Vice President and Secretary, respectively, of the J. D. and A. B. Spreckels 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 City and County of San Francisco, the day and year in this certificate first above written.

(SEAL) ELLA COOK KELLY
My commission expires December 23, 1944 Notary Public in and for the City and County of San Francisco, State of California

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 9th day of March in the year 1942, before me, Henry Christopherson, 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) HENRY CHRISTOPHERSON
Notary Public in and for said County and State.
I hereby approve the form of the foregoing Bond this 13th day of March, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney
I hereby approve the foregoing Bond this 13th day of March, 1942.
WALTER W. COOPER City Manager

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, J. D. and A. B. Spreckels Company, as principal, and Eagle Indemnity Company of New York, 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, 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 Ten Thousand Dollars (\$10,000.00), 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 9th day of March, 1942, and executed and to be performed in said City of San Diego.

The condition of this obligation is such that if the above bounden J. D. and A. B. Spreckels Company shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said J. D. and A. B. Spreckels Company and The City of San Diego, and which said contract is contained in Document No. 336963, 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.

ATTEST: R. L. REGAL Secretary (SEAL) J. D. AND A. B. SPRECKELS COMPANY Principal
By JOHN N. ROSEKRANS Vice-President
EAGLE INDEMNITY COMPANY OF NEW YORK, Surety
By H. G. MALM Atty.in-fact (SEAL)

ATTEST: -----
STATE OF CALIFORNIA }
City and County of } ss
San Francisco }

On this 11th day of March A.D. One thousand nine hundred and forty two, before me Ella Cook Kelly, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared John N. Rosekrans and R. L. Regal known to me to be the Vice President and Secretary, respectively, of the J. D. and A. B. Spreckels 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 City and County of San Francisco, the day and year in this certificate first above written.

(SEAL) ELLA COOK KELLY
My commission expires December 23, 1944 Notary Public in and for the City and County of San Francisco, State of California

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 9th day of March in the year 1942, before me, Henry Christopherson, 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) HENRY CHRISTOPHERSON
Notary Public in and for said County and State.

I hereby approve the form of the foregoing Bond this 13th day of March, 1942.

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 13th day of March, 1942.

WALTER W. COOPER

City Manager

A G R E E M E N T

THIS AGREEMENT, made and entered into this 13th day of March, A.D. 1942, by and between the J. D. and A. B. Spreckels Company, 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 Mission Cliff Gardens 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 Mission Cliff Gardens 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 workman-like manner, under the direction and to the satisfaction of the City Engineer of said City of the second part, all of the work and improvement required to be done on Mission Cliff Drive, Carmelina Drive, Lomitas Drive, Park Boulevard and North Court, within the limits and as particularly described in that certain document numbered 336849, filed in the office of the City Clerk of said City on March 7, 1942; 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. 336849, 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. 336849 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 September 10, 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 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. 76429 of the Council authorizing such execution, the day and year in this agreement first above written.

(SEAL) ATTEST:

R. L. REGAL Secretary

J. D. AND A. B. SPRECKELS COMPANY

By JOHN N. ROSEKRANS Vice President

Party of the First Part

THE CITY OF SAN DIEGO,

By WALTER W. COOPER

Party of the Second Part

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

On this 11th day of March A.D. one thousand nine hundred and forty two, before me, Ella Cook Kelly, a Notary Public in and for said City and County, residing therein, duly commissioned and sworn, personally appeared John N. Rosekrans and R. L. Regal known to me to be the Vice President and Secretary, respectively, of the J. D. and A. B. Spreckels 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 City and County of San Francisco, the day and year in this certificate first above written.

ELLA COOK KELLY

(SEAL)

My commission expires December 23, 1944

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

I HEREBY APPROVE the form and legality of the foregoing Agreement this 13th day of March, 1942.

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 bond and contract with J. D. and A. B. Spreckels Co. for improvements in Mission Cliff Gardens; being Document No. 336963.

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

WHEREAS, Mr. & Mrs. A. Fabbri is the owner of Lot 404 Block 20, of Crown Point,

NOW, THEREFORE, This AGREEMENT, signed and executed this 12 day of Feb., by Mr. A. Fabbri that he will, for and in consideration of the permission granted to remove 16'

And further agrees that this agreement shall be binding on Mr. & Mrs. A. Fabbri heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MR. A. FABBRI
3434 Buena Vista

STATE OF CALIFORNIA,
County of San Diego,

} ss

On this 12th day of February, A.D. Nineteen Hundred and Forty-Two before me, Constance G. Bechtel a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mr. A. Fabbri known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)
My commission expires Mar. 26, 1942

I HEREBY approve the form of the foregoing agreement this 26th day of February, 1942.

RECORDED MAR 4, 1942 55 min. past 1 P.M. in Book 1320 at page 135 of official records, San Diego Co., Cal. Recorded at request of City of San Diego.

JACOB WEINBERGER, City Attorney
HARRY S. CLARK, Deputy City Attorney
1320 at page 135 of official
of San Diego.
ROGER N. HOWE, County Recorder
By Deputy H. Zervas
document in above mentioned book.
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 Mr. & Mrs. A. Fabbri; being Document No. 336620.

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

By Francis Fatter Deputy

A G R E E M E N T

WHEREAS, Ralph Swearingen is the owner of property S.E. cor 2nd & Walnut Lot 1, Block 8 Subdivision Loma Grande and,

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

THIS AGREEMENT, signed and executed this 24 day of Feb., 1942, by Ralph Swearingen that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on Walnut St. adjacent to the above described property, bind him to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

RALPH SWEARINGEN
126 W. Upas

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 24 day of Feb., A.D. Nineteen Hundred and 42, before me, I. L. Barker a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph Swearingen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

My commission expires Oct. 11, 1943

RECORDED MAR 4 1942 55 min. past 1 P.M. in Book 1308 at page 386 of official records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder
By Deputy H. Zervas
document in above mentioned book
V. FUERTH

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 Ralph Swearingen; being Document No. 336621.

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 single family residence on Parcel "C" of Lot 45, Block A, Cabrillo Terrace, which property is located in zone R-1 under the authority of Ordinance 32 (New Series) of the ordinances of the City of San Cieto, I, R.W.Abbott, owner of the above-described property, hereby agree that this residence to be constructed in pursuance hereof shall at no time be altered of used in violation of said zone ordinance.

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 conditions and agreements herein mentioned.

R. W. ABBOTT
4745 Idaho Street San Diego, California

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

On this 27th day of February, 1942, 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 R. W. Abbott, personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)
My commission expires March 20, 1943

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

RECORDED MAR 4 1942 55 min. past 1 P.M. in Book 1320 at page 135 of official records, San Diego Co., Cal. Recorded at request of Clark M. Foote Jr.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement from R. W. Abbott re residence in Block A, Cabrillo Terrace; being Document No. 336644.

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, property at 4764 Santa Cruz Avenue more particularly described as Lot 8-10 Block 36 Subdivision Ocean Beach and,

WHEREAS, the provisions of Ordinance No. 12793 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76236 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, Now, Therefore,

WITNESS THIS AGREEMENT, signed and executed this 2nd day of March, 1942; by Mrs. Will Giesen that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

IDA GIESEN (MRS. WILL GIESEN)
4764 Santa Cruz

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

On this 2nd day of March A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ida Giesen 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)
My commission expires Mar. 20, 1943

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

RECORDED MAR 4 1942 55 min. past 1 P.M. in Book 1320 at page 136 of official records, San Diego Co., Cal. Recorded at request of Clark M. Foote Jr.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Ida Giesen re boarding and lodging house; being Document No. 336675.

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

WHEREAS, Eleanor Louise Stanton is the owner of Lot 4 Block 8, Loma Grande;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of February, 1942, by Eleanor Louise Stanton that she will, for and in consideration of the permission granted to remove 30 feet of curbing on Walnut between Second and Third, adjacent to the above described property, bind her to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the

City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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

ELEANOR LOUISE STANTON
3685 Third Ave. City

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 26th day of February, A.D. Nineteen Hundred and forty-two, before me, Lela I. Stillman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Eleanor Louise Stanton 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) LELA I. STILLMAN
Notary Public in and for the County of San Diego,
State of California

My Commission expires April 15, 1944

I HEREBY APPROVE the form of the foregoing agreement this 3rd day of March, 1942
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED MAR 4 1942 55 min. past 1 P.M. in Book 1308 at page 387 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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 Eleanor Louise Stanton; being Document No. 336727.

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 372 Crown Point and,
WHEREAS, provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Feb. 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 3423 Bayonne 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 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 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.

(SEAL) THE DENNSTEDT CO.
K. L. DENNSTEDT
4110 El Cajon Blvd.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 24th day of February, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. Dennstedt, Secretary of The Dennstedt Co. 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 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 MAR 11 1942 30 min. past 3 P.M. in Book 1306 at page 500 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
O. HARBAUGH #18

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from The Dennstedt Co., being Document No. 336779.

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 W 55 ft. Lots 1 - 2 - 3 Block 6 Alhambra 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 2 day of March 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 4595 - 51st St. adjacent to the above described property, binding 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 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.
By K. L. DENNSTEDT Secy.
4110 El Cajon Blvd.

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

On this 2nd day of March, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K. L. Dennstedt Secretary of The Dennstedt Co., 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)

My commission expires Nov. 10, 1943

RECORDED MAR 11 1942 30 min. past 3 P.M. in Book 1329 at page 1 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 H. I. ERB

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 The Dennstedt Co., being Document No. 336780.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis Patton* Deputy

MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of March, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, first party, hereinafter sometimes referred to as the City, and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a non-profit corporation organized and existing under and by virtue of the laws of the State of California, second party, hereinafter sometimes referred to as the Society, WITNESSETH:

THAT WHEREAS, the parties heretofore, to-wit, on the 14th day of June, 1941, entered into an agreement providing, among other things, for the inspection by the City of the books and records of the Society, and the filing by the Society not later than the 1st day of June of each year reports or receipts and expenditures for the preceding calendar year, and the auditing thereof by the City, which said agreement is on file in the office of the City Clerk of said City bearing Document No. 325962, recorded in Book 11, page 463, Records of said City Clerk; and

WHEREAS, paragraph 1 of said agreement provides:

"1. The provisions of this paragraph shall not be changed or modified by the parties hereto except as to the date of the filing of said reports and the making of said audits and then only insofar as provision for annual reports and audits are retained."

and

WHEREAS, the parties hereto, for their mutual convenience, desire to amend said agreement by providing that the financial reports of the Society shall be based upon and cover the fiscal year instead of the calendar year, as now provided in said agreement;

NOW, THEREFORE, in consideration of the premises it is mutually agreed by the parties hereto that paragraph 1 of said agreement be, and the same is hereby modified and amended to read as follows:

"1. The books and records of the said Society shall be open at all times to inspection by said City, or its duly authorized representative, and said Society shall file annually with the City Council of said City at the close of each fiscal year, to-wit: June 30th, reports of receipts and expenditures for the preceding fiscal year, and the City shall audit or cause to be audited the aforesaid reports of receipts and expenditures within ninety (90) days after the same shall have been filed, as hereinbefore provided.

The provisions of this paragraph shall not be changed or modified by the parties hereto except as to the date of the filing of said reports and the making of said audits, and then only in so far as provisions for annual reports and audits are retained."

Except as herein specifically modified all the terms of said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, said City of San Diego has by resolution of its City Council caused this agreement to be subscribed by the City Manager of said City, and the seal of said City to be hereunto affixed and attested by the City Clerk, and said Zoological Society of San Diego has caused this agreement to be subscribed by its president and secretary and its corporate seal to be hereunto affixed by resolution of its board of directors thereunto duly authorizing the same, the day, month and year above written.

(SEAL) ATTEST: FRED W. SICK

City Clerk

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

ATTEST: FRED KUNZEL
Secretary

ZOOLOGICAL SOCIETY OF SAN DIEGO
(A non-profit corporation)
By W. C. CRANDALL
President.

I hereby approve the form of the foregoing Modification Agreement this 13th day of March, 1942.

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 Modification Agreement with Zoological Society of San Diego re records and reports; being Document No. 337225.

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, Dr. E. B. Houghtaling is the owner of Portion of Lot 376, Valle Vista Villa and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 February, 1942, by Dr. E. B. Houghtaling that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Panorama Dr. 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.

DR. EDWARD B. HOUGHTALING
3418 Bancroft St.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 26th day of February, A.D. Nineteen Hundred and Forty-two, before me, Jeanette Reid Gaylord, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dr. E. B. Houghtaling known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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) JEANETTE REID GAYLORD
Notary Public in and for the County of San Diego,
My commission expires Oct. 28, 1942 State of California
RECORDED MAR 11 1942 30 min. past 3 P.M. in Book 1313 at page 193 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 removal agreement from Dr. E. B. Houghtaling; being Document No. 336781.

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. 50' Lots 5 & 6 Block F Starkeys Prospect 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 13 day of February '42, by Tifal & King that they will, for and in consideration of the permission granted them to remove 20 feet of curbing on 711 Bon Air Street 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.

Tifal & King further agree that this agreement shall be binding on Tifal & King, 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 Ave. San Diego

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 12th day of February, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, 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 Nov. 10, 1943

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

RECORDED MAR 11 1942 30 min. past 3 P.M. in Book 1313 at page 194 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 removal agreement from Tifal & King; being Document No. 336782.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Allen Deputy

A G R E E M E N T

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

WHEREAS, Ralph F. Earnest is the owner of Lot F of Plumosa Terrace;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of February, by Ralph F. Earnest that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Plumosa Way adjacent to the above described property, bind myself to, and I hereby by these presents agree, to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

RALPH F. EARNEST
Box 141, La Mesa, Calif.

State of California }
County of San Diego } ss

Subscribed and sworn to this 28th day of February, 1942.

LOTTIE E. STEWART

(SEAL) Notary Public in and for said County of San Diego,
My commission expires Oct. 6th, 1945 State of Calif.

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

On this 28th day of February, A.D. Nineteen Hundred and forty two, before me, Lottie E. Stewart, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ralph F. Earnest known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

LOTTIE E. STEWART

(SEAL) Notary Public in and for the County of San Diego,
My commission expires Oct. 6th, 1945 State of California

I HEREBY approve the form of the foregoing agreement this 7th day of March, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED MAR 11 1942 30 min. past 3 P.M. in Book 1329 at page 3 of official records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Ralph F. Earnest; being Document No. 336851.

FRED W. SICK

City Clerk of the City of San Diego, California,

By Francis T. Allen Deputy

A G R E E M E N T

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

WHEREAS, Dave Friedman and Berta C. Friedman are the owners of Lots 23 and 24 Block 8, of Crittenden's Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of March 1942, by Dave Friedman and Berta C. Friedman that they will, for and in consideration of the permission granted to remove 24 feet of curbing on Pennsylvania between Seventh and Eighth, 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.

And 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.

DAVE FRIEDMAN
BERTA C. FRIEDMAN
721 Pennsylvania Avenue
San Diego, California

I HEREBY Approve the form of the foregoing agreement this 7th day of March, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney

STATE OF CALIFORNIA

County of San Diego,

ss

On this 2nd day of March, A.D. Nineteen Hundred and Forty-two, before me, Richard F. Kahle, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dave Friedman and Berta C. Friedman 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) RICHARD F. KAHLE
Notary Public in and for the County of San Diego,
State of California
My commission expires June 15, 1945
RECORDED MAR 11 1942 30 min. past 3 P.M. in Book 1325 at page 23 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Dave and Berta C. Friedman; being Document No. 336852.

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

WHEREAS, Southern California Telephone Company, a corporation, is the owner of Lots 23, 24 and the W/50' of Lots 19, 20, 21, and 22, Block 5, of Crittenden's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of March, 1942, by Southern California Telephone Company that it will, for and in consideration of the permission granted to remove 18 feet of curbing on Seventh Street between University Avenue and Robinson Avenue, adjacent to the above described property, bind itself 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 it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on Southern California Telephone Company, its heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SOUTHERN CALIFORNIA TELEPHONE COMPANY
J. R. KNAPP Assistant Secretary
740 South Olive Street,
Los Angeles, California

STATE OF CALIFORNIA,

County of Los Angeles,

ss

On this 4 day of March, A.D. Nineteen Hundred and Forty-Two, before me, Vivien Barton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. R. Knapp known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) VIVIEN BARTON
Notary Public in and for the County of Los Angeles
State of California
My commission expires May 20, 1942
I HEREBY approve the form of the foregoing agreement this 7th day of March, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 11 1942 30 min. past 3 P.M. in Book 1325 at page 25 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Southern California Telephone Company; being Document No. 336853.

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, property at 3196 Hawthorne Street more particularly described as Lot 21-24 Block 3 Subdivision Watkins & Biddle and,

WHEREAS, the provisions of Ordinance No. 12795 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76450 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this-----day of March, 1942 by Stanley Potter and Mrs. Mae Kenny that they will, for and in consideration of the permission granted them to use said building on the above described property for a boarding and lodging house, bind them to, and do hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego. They further agree that this agreement shall be binding on themselves, their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

Mrs. Mae Kenny 3196 Hawthorne Street Stanley Potter 3154 Maple Street
STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 16th day of March A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Mae Kenny and Stanley Potter known to me to be the persons described in and whose name subscribed to the within instrument and acknowledged to me that they executed the same.

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

(SEAL) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
My Commission expires Mar. 20, 1943 State of California
RECORDED MAR 19 1942 4 P.M. in Book 1318 at page 374 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. 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 boarding and lodging house agreement with Stanley Potter and Mrs. Mae Kenny; being Document No. 337110.

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, Verona Fleek Kwasigroch & Al. M. Kwasigroch are the owners of Wly 50 ft of Lot 87 Southern Title Guaranty Co's Subdivision of Pueblo Lot 1801 and,

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

THIS AGREEMENT, signed and executed this 16 day of March, by A. M. Kwasigroch that he will, for and in consideration of the permission granted him to remove 12 feet of curbing on Fanuel 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.

Al. M. Kwasigroch 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.

A. M. KWASIGROCH
1228 Willow Pacific Beach

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 16 day of March, A.D. Nineteen Hundred and 42, before me, Beth VanDorsten Paynter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Al. M. Kwasigroch known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) BETH VANDORSTEN PAYNTER
Notary Public in and for the County of San Diego,
State of California

Approved as to form this 19th day of March, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy

RECORDED MAR 19 1942 4 P.M. in Book 1326 at page 36 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 removal agreement from Verona Fleek Kwasigroch and A. M. Kwasigroch; being Document No. 337132.

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

WHEREAS, Frank H. & Erie N. Ginglardy are the owner- of Lot 1, 2, 3 & 4 Block 141, of Manasse & Schiller Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of March, by Frank H & Erie N. Ginglardy that-----will, for and in consideration of the permission granted to remove 25 feet of curbing on National Ave. between Crosby & Dewey 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.

And 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.

FRANK H. GINGLARDY
ERIE N. GINGLARDY
3652 Texas St.

WITNESS

ROBERT J. WALSH
March 13, 1942 S.D. Cal.
STATE OF CALIFORNIA

} ss

County of San Diego

On this 13 day of March 1942 before me, Robert J. Walsh a Notary Public in and for said County and State, personally appeared Frank H. and Erie N. Ginglardy known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

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

ROBERT J. WALSH

(SEAL)

Notary Public in and for said County and State

I HEREBY approve the form of the foregoing agreement this 19th day of March, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED MAR 19 1942 4 P.M. in Book 1326 at page 35 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 removal agreement from Frank H. & Erie N. Ginglardy; being Document No. 337133.

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

WHEREAS, Ernest C. McGowan is the owner of Lot 341 of Talmadge Park Unit #2;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of March 1942, by Ernest C. McGowan that he will, for and in consideration of the permission granted to remove 14 feet of curbing on Hart Drive between Alder Dr. and Hart is a Circle St, adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on Ernest C. McGowan heirs 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 C. MC GOWAN
3910 El Cajon Ave.

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 4th day of March, A.D. Nineteen Hundred and forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ernest C. McGowan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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. A. KRUMHOLZ

(SEAL)

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

I HEREBY approve the form of the foregoing agreement this 19th day of March, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED MAR 19 1942 4 P.M. in Book 1326 at Page 34 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 removal agreement from Ernest C. McGowan; being Document No. 337134.

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 19th day of March, 1942, 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, first party, and 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 Company, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said San Diego Gas & Electric Company, as lessee, heretofore on the 14th day of August, 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. 331920, and recorded in Book 12, page 253, 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 of 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 "Parcel No. 1" 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:

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 57.133 feet; thence south 57° 23' 05" east, a distance of 35.09 feet to a point; thence leaving said Mean High Tide Line south 65° 34' 55" west a distance of 131.79 feet to a point; thence south 33° 09' west a distance of 2.50 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 30,624 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, the day and year first hereinabove written.

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
WM. E. HARPER
Members of the Harbor Commission
SAN DIEGO GAS & ELECTRIC COMPANY
By H. R. PECKHAM Vice Pres.

(SEAL)
ATTEST: P. W. BAILEY Asst. Secretary

I hereby approve the form of the foregoing Agreement for Modification of Tideland Lease, this 2d day of February, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL
Assistant City Attorney

Approved as to form:

Luce Forward Lee & Kunzel, Attys for S.D. Gas & El. Co.
EXHIBIT B.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Modified Agreement for Tideland Lease with San Diego Gas & Electric Company; being Document No. 337253.

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

By Francis Satten Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of Lots 3 and 4 Block 9 Roseville Heights (1036 Concord 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 Nineteenth day of January, 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Concord Street 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, 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 for TIFAL & KING
2880 El Cajon Avenue

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

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me, Helen Chamberlain, 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) 883

My commission expires March 4, 1945

HELEN CHAMBERLAIN

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

Approved as to form this 20th day of March, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED MAR 26 1942 59 min. past 10 A.M. in Book 1330 at page 162 of official
records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
V. FUERTH

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. 337153.

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 Lots 5 and 6 Block 9 Roseville Heights, (1028 Concord 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 Nineteenth day of January, 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Concord Street 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, 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.

STATE OF CALIFORNIA,)

County of San Diego)

ss

SCOTT KING for TIFAL & KING
2880 El Cajon Avenue

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me, Helen Chamberlain, 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 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) 884

My commission expires March 4, 1945

HELEN CHAMBERLAIN

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

Approved as to form this 20th day of March, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED MAR 26 1942 59 min. past 10 A.M. in Book 1330 at page 163 of official
records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
V. FUERTH

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. 337154.

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 Lots 7 and 8 Block 9 Roseville Heights (1020 Concord 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 Nineteen th day of January 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Concord Street 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, 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 for TIFAL & KING
2880 El Cajon Avenue

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me, Helen Chamberlain, 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) 885

My commission expires March 4, 1945

Approved as to form this 20th day of March, 1942.

HELEN CHAMBERLAIN

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

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED MAR 26 1942 59 min. past 10 A.M. in Book 1325 at page 180 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

L. SHANNON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Tifal & King; being Document No. 337155.

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, Earl C. Rice is the owner of Lot 8 Freemont 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 March 1942, by Earl C. Rice that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 2251 Whitman St. adjacent to the above described property, binding Earl C. Rice 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 their own expense and with no cost or obligation on the part of The City of San Diego.

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

EARL C. RICE

2251 Whitman St., San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 10th day of March, A.D. Nineteen Hundred and Forty-two, before me, Mary P. Seghers, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Earl C. Rice known to me to be the person as described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 10, 1945

Approved as to form this 20th day of March, 1942.

MARY P. SEGHERS

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

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED MAR 26 1942 59 min. past 10 A.M. in Book 1313 at page 359 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. 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 curb removal agreement from Earl C. Rice; being Document No. 337162.

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 Lots 18 and 19 Block 4 Roseville Heights (1068 Concord 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 Nineteenth day of January, 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Concord Street 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, 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 for TIFAL & KING
2880 El Cajon Avenue

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me, Helen Chamberlain, 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) #891 Notary Public in and for the County of San Diego, State of California
My commission expires March 4, 1945
Approved as to form this 20th day of March 20, 1942.

HELEN CHAMBERLAIN
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED MAR 26 1942 59 min. past 10 A.M. in Book 1327 at page 264 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
O. PRYOR
Copyist County Recorder's Office, S.D. County, Calif.

I 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. 337163.

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 Lots 12 and 13 Block 4 Roseville Heights (1094 Concord 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 Nineteenth day of January, 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Concord Street 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, 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 for TIFAL & KING
2880 El Cajon Avenue

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me, Helen Chamberlain, 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) #892 Notary Public in and for the County of San Diego, State of California
My commission expires March 4, 1945
Approved as to form this 20th day of March, 1942.

HELEN CHAMBERLAIN
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED MAR 26 1942 59 min. past 10 A.M. in Book 1327 at page 258 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
O. PRYOR
Copyist County Recorder's Office, S.D. County, Calif.

I 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. 337164.

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, property at 1445 Granada Avenue more particularly described as Lot 1 Block 26 Subdivision South Park Addition and,
WHEREAS, the provisions of Ordinance No.----- of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,
WHEREAS, the Council of said City has by Resolution No. 76379 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 21st day of March, 1942, by Isabel Cole Highfield that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

ISABEL COLE HIGHFIELD
3112 Juniper Street

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

On this 21st day of March A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Isabel Cole Highfield 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) Notary Public in and for the County of San Diego,
My commission expires Mar. 20, 1943 State of California
RECORDED MAR 26 1942 59 min. past 10 A.M. in Book 1318 at page 445 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 boarding and lodging house agreement from Isabel Cole Highfield; being Document No. 337167.
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 H. G. Fenton Material Company is the owner and the Griffith Company the lessee of the Northerly 428.71 feet of Lot 2 of the partition of Pueblo Lot 1173, and,

WHEREAS, the provisions of Ordinance 148 (New Series) of the ordinances of the City of San Diego prohibit the erection or operation of an asphalt plant and truck yard on said property; and

WHEREAS, the undersigned has heretofore applied to the Council of the City of San Diego for a special permit to erect and operate an asphalt plant and truck yard on the above-mentioned property; and

WHEREAS, the Council of said City has by Resolution No. 76278 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect and operate an asphalt plant and truck yard on the condition and for and in consideration that the undersigned will two years from the date of said resolution or ninety (90) days after the end of the war, whichever period of time is shorter, remove said asphalt plant and truck yard from said property, and thereafter comply with the provisions of the zoning on said property. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed on this 18th day of March, 1942, by the H. G. Fenton Material Company and the Griffith Company that they will, for and in consideration of the permission granted them to erect and operate an asphalt plant and truck yard on the above described property, bind themselves to, and do hereby by these presents agree to remove within two years from the date of said resolution or ninety (90) days after the end of the war, whichever period of time is shorter, any asphalt plant and truck yard erected in pursuance hereof; that they will move said asphalt plant and truck yard and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego; and after the removal of said asphalt plant and truck yard they will clean up the premises and leave the above-mentioned property in a neat and orderly condition.

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.

H. G. FENTON MATERIAL COMPANY (SEAL)
By W. A. STEBBINS Vice Pres.
C. O. OLIVE Secy. Treas.

GRIFFITH COMPANY (SEAL)
By M. W. DAVIDSON Vice President

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

On this 20th day of March, 1942, before me, D. O. Lockman, Jr. a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared W. A. Stebbins known to me to be the Vice President and C. O. Olive known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
My commission expires July 24, 1943. State of California

STATE OF CALIFORNIA, }
County of Los Angeles, } ss

On this 18th day of March, A.D. Nineteen Hundred and 42, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. W. Davidson 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 Los Angeles, County of Los Angeles, State of California, the day and year in

this certificate first above written.

(SEAL)

My commission expires May 22, 1945

RECORDED MAR 26, 1942 59 min. past 10 A.M. in Book 1332 at page 41 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

CATHERINE L. ROBERTON
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 asphalt plant and truck yard removal agreement from H. G. Fenton Material Company; being Document No. 337207.

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, M. E. Gustafson is the owner of Lots 47 and 48 Block 110 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 March, by M. E. Gustafson that he will, for and in consideration of the permission granted him to remove 20' 0" of curbing on Meade St. adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

M. E. GUSTAFSON
2930 El Cajon Blvd.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 23rd day of March, A.D. Nineteen Hundred and Forty Two, before me, Minnie Chamberlin, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. E. Gustafson 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.

MINNIE CHAMBERLIN

(SEAL) Notary Public in and for the County of San Diego,
My commission expires Oct. 30, 1945 State of California. 4320-30th St. San Diego.

Approved as to form this 24th day of March, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED MAR 26 1942 59 min. past 10 A.M. in Book 1318 at page 444 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 M. E. Gustafson; being Document No. 337249.

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 and entered into at The City of San Diego, State of California, this 27th day of March, 1942, 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 the 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 portion of Pueblo Lot 1186, for a period of one (1) year from and after the date of the execution of this agreement, and for said services the City agrees to pay second party the sum of forty dollars (\$40.00) for the first month of said term, and the sum of twenty dollars (\$20.00) per month for each and every month thereafter during the remainder of said term.

(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. 76545, adopted by the Council of said City on March 24, 1942, 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

AL TYNER
Party of the Second Part

I hereby approve the form and legality of the foregoing Agreement this 27th day of March, 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 agreement with Al Tyner for operating the City Dump; being Document No. 337366.

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

By Francis Tatten Deputy

The initial Premium on this bond is \$9.79

Bond No. 4542875-A

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE & CONSTRUCTION COMPANY, formerly known as AMERICAN CONCRETE & STEEL PIPE COMPANY, as Principal and Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND NINE HUNDRED FIFTY-EIGHT Dollars (\$1,958.00), 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 March, 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: 1421 feet 36" centrifugally spun reinforced concrete 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.

AMERICAN PIPE & CONSTRUCTION COMPANY, formerly known as AMERICAN CONCRETE & STEEL PIPE COMPANY (SEAL)
B. J. PRIMMER Dist. Mgr.
Principal

ATTEST: J. M. MC ADAM, Sec'y.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)
By W. M. WALKER Attorney in Fact
Surety

ATTEST: THERESA FITZGIBBONS
Agent

I hereby approve the form of the within Bond, this 27th day of March, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL Assistant City Attorney

I hereby approve the foregoing bond this 27th day of March 1942

WALTER W. COOPER
City Manager

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 26th day of March, 1942, 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,
My commission expires February 18, 1946? 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 27th day of March 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 American Pipe & Construction Company, formerly known as American Concrete & Steel Pipe Company, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, in strict conformity with the specifications, bidding instructions requirements and addenda thereto on file in the office of the City Clerk of said City bearing Document No. 336187, and by reference made a part of this contract, the following material: 1421 lin. feet 36" centrifugally spun reinforced concrete pipe.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 1421 lin. ft 36" concrete pipe @ \$5.35 per lin. ft. Said price does not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before the 23 day of July, 1942.

It is understood and agreed that a grant of Federal funds has been made to and accepted by said City in the amount of \$527,000 for the construction by it of an intercept-or sewer (F.W.A., California Docket 4-257); that the material furnished hereunder is to be used in the construction of said sewer; that payment for said material is expressly limited and confined to said Federal funds, and conditioned upon the receipt thereof by the City; and that 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 out of the Federal funds herein above referred to, but not otherwise, the following sums, to-wit:

1421' 36" concrete pipe @ \$5.35 per lin. ft.	\$ 7602.35
plus California State Sales Tax	228.07
	<u>\$ 7830.42</u>

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 76433 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 PIPE & CONSTRUCTION COMPANY, formerly known
as AMERICAN CONCRETE & STEEL PIPE COMPANY.

By B. J. PRIMMER Dist. Mgr.

(SEAL)

Contractor

ATTEST: M. M. MC ADAM, Sec'y.

I hereby approve the form and legality of the foregoing contract this 27th day of March, 1942.

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 American Pipe and Construction Co. for 1421 feet of concrete pipe; being Document No. 337368.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

The initial premium on this bond is \$175.87

Bond No. 4542876-A

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Company, formerly known as American Concrete & 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-FIVE THOUSAND ONE HUNDRED SEVENTY-FIVE Dollars (\$35,175.00), 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 March, 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: 10,672 ft. 45" diameter reinforced concrete 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.

AMERICAN PIPE AND CONSTRUCTION COMPANY (SEAL)
formerly known as American Concrete & Steel
Pipe Company,

By B. J. PRIMMER,

Dist. Mgr.

Principal.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

(SEAL)

By W. M. WALKER

Attorney in Fact

ATTEST: THERESA FITZGIBBONS
Agent

I hereby approve the form of the within Bond, this 27th day of March, 1942.
JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney
I hereby approve the foregoing bond this 27th day of March 1942.
WALTER W. COOPER
City Manager

STATE OF CALIFORNIA, }
County of Los Angeles } ss

On this 26th day of March, 1942, 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,
My commission expires February 18, 1946 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 27th day of March, 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 American Pipe and Construction Company, formerly known as American Concrete & Steel Pipe Company, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, in strict conformity with the specifications, bidding instructions, requirements and addenda thereto on file in the office of the City Clerk of said City bearing Document No. 336186, and by reference made a part of this contract, the following material: 10,672 ft. 45" diameter reinforced concrete pipe.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 10,672 ft. 45" diameter reinforced concrete pipe @ \$12.80 per lin. ft. Said price does not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before the 20th day of September, 1942.

It is understood and agreed that a grant of Federal funds has been made to and accepted by said City in the amount of \$527,000 for the construction by it of an interceptor sewer (F.W.A., California Docket 4-257); that the material furnished hereunder is to be used in the construction of said sewer; that payment for said material is expressly limited and confined to said Federal funds, and conditioned upon the receipt thereof by the City, and that 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 out of the Federal funds herein above referred to, but not otherwise, the following sums, to-wit:

10,672' 45" dia. concrete pipe @ \$12.80 per lin. ft.	\$136,601.60
plus California State Sales Tax	4,098.05
	<u>\$140,699.65</u>

Said payments, subject to the foregoing conditions, shall 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 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. 76438 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 PIPE AND CONSTRUCTION COMPANY, formerly known as
AMERICAN CONCRETE & STEEL PIPE COMPANY (SEAL)
By B. J. PRIMMER Dist. Mgr.

ATTEST: J. M. MC ADAM
Sec'y

Contractor

I hereby approve the form and legality of the foregoing contract this 27th day of March, 1942.

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 American Pipe & Construction Company for 10,672 feet of concrete pipe; being Document No. 337369.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Robles Deputy

A G R E E M E N T

WHEREAS, The Dennstedt Co. are the owners of Lot 357 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 24 day of March 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 3445 Yosemite Street adjacent to the above described property, binding 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 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.

4110 El Cajon Blvd.

STATE OF CALIFORNIA }
County of San Diego } ss

On this 24th day of March, A.D. Nineteen Hundred and Forty-two before me, Marie D. Sparks, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. W. Dennstedt, President The Dennstedt 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)

My commission expires Nov. 10, 1943

Approved as to form this 26th day of March, 1942.

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

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1332 at page 122 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 The Dennstedt Co.; being Document No. 337344.

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

By Francis Robles Deputy

A G R E E M E N T

WHEREAS, The Dennstedt Co. are the owners of Lot 24 Block 7 Point Loma Heights and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 5th day of Feb. 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 4391 Narragansette St. adjacent to the above described property, binding 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 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.
4110 El Cajon Blvd.

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

On this 11th day of February, A.D. Nineteen Hundred and Forty-two, 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 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

Approved as to form this 26th day of March, 1942.

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

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1330 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.
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 The Dennstedt Co.; being Document No. 337345.

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. are the owners of Lot 351 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 24 day of March 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 3409 Yosemite Street adjacent to the above described property, binding 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 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
4110 El Cajon Blvd.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 24th day of March, A.D. Nineteen Hundred and Forty-two, before me Marie D. Sparks, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. W. Dennstedt, President The Dennstedt 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) Marie D. SPARKS
Notary Public in and for the County of San Diego,
My commission expires Nov. 10, 1943 State of California
Approved as to form this 26th day of March, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK, Deputy

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1330 at page 245 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 removal agreement from The Dennstedt Co.; being Document No. 337346.

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. are the owners of Lot 352 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 24 day of March 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 3415 Yosemite Street adjacent to the above described property, binding 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 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
4110 El Cajon Blvd.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 24th day of March, A.D. Nineteen Hundred and Forty-two, before me, Marie D. Sparks, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. W. Dennstedt, President The Dennstedt 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) Marie D. SPARKS
Notary Public in and for the County of San Diego,
My commission expires Nov. 10, 1943 State of California
Approved as to form this 26th of March, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1330 at page 243 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 removal agreement from The Dennstedt Co.; being Document No. 337347.

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. are the owners of Lot 353 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 24 day of March '42, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 3421 Yosemite Street adjacent to the above described property, binding 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 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
4110 El Cajon Blvd.

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

On this 24th day of March, A.D. Nineteen Hundred and Forty-two, before me, Marie D. Sparks, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. W. Dennstedt, President The Dennstedt 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) Marie D. SPARKS
Notary Public in and for the County of San Diego,
My commission expires Nov. 10, 1943. State of California
Approved as to form this 26th day of March, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy
RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1334 at page 100 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 removal agreement from The Dennstedt Co.; being Document No. 337348.

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. are the owners of Lot 355 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 24 day of March 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 3435 Yosemite Street adjacent to the above described property binding 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 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.
4110 El Cajon Blvd.

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

On this 24th day of March, A.D. Nineteen Hundred and Forty two, before me, Marie D. Sparks, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. W. Dennstedt, President The Dennstedt 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) Marie D. SPARKS
Notary Public in and for the County of San Diego,
My commission expires Nov. 10, 1943 State of California
Approved as to form this 26th day of March, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy
RECORDED APR 2, 1942 20 min. past 9 A.M. in Book 1334 at page 99 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 removal agreement from The Dennstedt Co.; being Document No. 337349.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy

A G R E E M E N T

WHEREAS, Frank E. Camp is the owner of Lot 7 Block 10 Kensington Hts. #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 24 day of March, by Frank E. Camp that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on 4026 N. Hempstead Circle adjacent to the above described property, binds him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the 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.

FRANK E. CAMP
2815 Market St.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 24 day of March, A.D. Nineteen Hundred and forty-two, before me, W. A. Wiedenbeck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank E. Camp known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) W. A. WIEDENBECK
Notary Public in and for the County of San Diego,
State of California

My commission expires March 25, 1945

I hereby approve the form of the foregoing Agreement this 26th day of March, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1334 at page 98 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 removal agreement from Frank E. Camp; being Document No. 337350.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 9th day of March, 1942, by and between ALBERT L. GENTER, residing in the Wyman Park Apartments, in the City of Baltimore, State of Maryland, hereinafter referred to as the "Owner", and the EARLY ENGINEERING CORPORATION, INCORPORATED, of 369 Pine Street, in the City of San Francisco, State of California, acting for and on behalf of the City of San Diego, a municipal corporation within the County of San Diego and State of California, and hereinafter referred to as the "Agent":

WITNESSETH: THAT WHEREAS, the aforesaid City of San Diego is installing in the City of San Diego a sewage treatment and disposal system under contract with the Agent; and

WHEREAS, the Owner, Albert L. Genter, warrants that he is the sole owner of United States Patent 1,999,973 granted to him on the thirtieth day of April, A.D. Nineteen Hundred Thirty-Five, and that he has entered into no exclusive license agreement or made any commitment which would prevent him from granting this license to the City of San Diego; and

WHEREAS, the Agent, in connection with the operation of said sewage treatment plant, is desirous of availing himself of the use of the process of said Owner in regard to sludge elutriation and covered by Patent No. 1,999,973 hereinbefore mentioned, and is desirous of obtaining the right and privilege from said Owner for and on behalf of the City of San Diego, to utilize the sludge elutriation process for all time, in accordance with the terms and provisions of said Letters Patent above mentioned.

NOW, THEREFORE, the said undersigned, the Owner of said above-mentioned Letters Patent, does hereby license, authorize, and permit the Agent and the City of San Diego to use in said sewage treatment plant the sludge elutriation process in accordance with the specifications of Patent No. 1,999,973 above mentioned; and does further agree to give his personal engineering services relative to examination of all installation drawings and relative to the commencement of installation operations.

This license agreement is intended to cover any and all improvements that may be made by said Albert L. Genter during the life of the patent in the processes covered by the patent, or in any apparatus that may be used for carrying out the processes.

FOR AND IN CONSIDERATION of the use and license to use said patent for all time the agent will cause to be paid to the said Owner the sum of Six Thousand Five Hundred (\$6,500) Dollars in lawful money of the United States, the said sum to be paid to the Owner within eight months after the execution of this agreement.

SAID OWNER FURTHER AGREES that the license to use the said elutriation process covered by the aforementioned patent shall be in full force and effect for the life of said patent upon the payment of the aforesaid sum to said Owner; and

IN CONSIDERATION of the payment of the aforesaid sum to said Owner, the latter agrees to hold the City of San Diego, its officers, agents, contractor or contractors, on

the above described work, free of any and all liability under the above shown patent and from any and all claims for any infringement of any dominating patents.
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

LILLIE R. GENTER Witness
ALBERT L. GENTER, Owner (SEAL)
EARLY ENGINEERING CORPORATION, INC. Agent for the City of San Diego
By: F. J. EARLY, JR. President (SEAL)
Approved as to form and legal sufficiency.

ACKNOWLEDGEMENT OF OWNER

STATE OF MARYLAND }
City of Baltimore } ss

On this 9 day of March, 1942, before me personally came and appeared Albert L. Genter to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same.
CHARLES P. WALL
(SEAL) Notary Public

ACKNOWLEDGMENT OF "AGENT"

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

On this 9th day of March, 1942, before me, personally appeared Fred J. Early, Jr., known to me to be the President of the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.
In Witness Whereof, I have hereunto set my hand and affixed my official seal, at my office in the City and County of San Francisco, State of California, the day and year in this Certificate first above written.

(SEAL) MIGNON JACOBI
Notary Public in and for the City and County of San Francisco, State of California.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Process License covering sewage treatment plant; being Document No. 337380.
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 provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, Davies Motors, Inc., is the owner of Lot 6, 7 & 8 Block 5 of Culverwell's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of March by Davies Motors, Inc., that they will, for and in consideration of the permission granted to remove 2 - 18 feet of curbing on "E" Street between 14th & 15th and 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.
And further agree that this agreement shall be binding on themselves-----heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

DAVIES MOTORS, INC.,
By FRANK R. HARRIS, Manager
1437 Broadway, San Diego, Calif.
I HEREBY approve the form of the foregoing agreement this 28 day of March.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

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

On this 27th day of March, A.D. Nineteen Hundred and Forty-two, before me, O. E. Mark, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank R. Harris known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.
(SEAL) O. E. MARK
Notary Public in and for the County of San Diego, State of California

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1334 at page 97 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 removal agreement from Davies Motors Inc.; being Document No. 337383.
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 provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, J. S. Perry is the owner of Lot 4, Block 6, El Retiro Tract, San Diego, Block 6, of El Retiro;

NOW, THEREFORE, this agreement, signed and executed this 24th day of February, by J. S. Perry that he will, for and in consideration of the permission granted to remove 79 feet of curbing on College Avenue & Soria Lot 4, Block 6, El Retiro adjacent to the above described property, bind-----to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree, that this agreement shall be binding on J. S. Perry his heirs or assigns Paul M. Canfield, his heirs or assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

J. S. PERRY (Owner's Signature)
San Diego Club

PAUL M. CANFIELD Lessee

I HEREBY approve the form of the foregoing agreement this 28th day of March, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 24th day of February, A.D. Nineteen Hundred and Forty Two, before me, Gladys C. Barnes, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. S. Perry and Paul M. Canfield 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.

GLADYS C. BARNES

(SEAL)

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

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1334 at page 97 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 removal agreement from J. S. Perry; being Document No. 337384.

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

WHEREAS, James P. Witherow, is the owner of Lots 25-26 and 27 in Block 83 in the Subdivision of Pueblo Lot 1157 (commonly known as Mannasse and Schiller's Addition) per metes and bounds;

NOW, THEREFORE, this agreement, signed and executed this 27th day of March by James P. Witherow, that I will, for and in consideration of the permission granted to remove 45 feet of curbing on Crosby St., between Main St. and Colton, 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 agrees that this agreement shall be binding on James P. Witherow, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JAMES P. WITHEROW

1894 Main St., San Diego, California

I HEREBY approve the form of the foregoing agreement this 30th day of March, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this-----day of March, A.D. Nineteen Hundred and forty two, before me, Robert O. Zumwalt, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James P. Witherow, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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 O. ZUMWALT

(SEAL)

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

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1324 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.

M. L. PAIGE

Copyist County 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 JAMES P. WITHEROW; being Document No. 337403.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____ Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of Lots 11 and 12 Block 10 Roseville Heights, (3445 Hill 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 Nineteenth day of January, 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Hill Street 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, 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 for TIFAL & KING
2880 El Cajon Avenue

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

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me, Helen Chamberlain, 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) 882

My commission expires March 4, 1945

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

Approved as to form this 31st day of March, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1324 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.

M. L. PAIGE

Copyist County 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. 337452.

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 & King are the owners of Lots 11 & 12 Block 2 Roseville Heights (3443 Valemont 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 nineteenth day of January 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Valemont Street 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, 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 for TIFAL & KING
2880 El Cajon Avenue

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

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me, Helen Chamberlain, 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) #895

My commission expires March 4, 1945

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

Approved as to form this 31st day of March, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1324 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.

M. L. PAIGE

Copyist County 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. 337453.

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, property at 4230 Maryland Street more particularly described as Villa Lot 341 University Heights and,

WHEREAS, the provisions of Ordinance No. 12988 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76495 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling, NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 30th day of March, 1942, by Mrs. William Ledbetter that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

CATHERINE LEDBETTER
4230 Maryland

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

On this 30th day of March A.D. Nineteen Hundred and forty two, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Catherine Ledbetter 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California
My commission expires August 5, 1945

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1324 at page 289 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. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of boarding and lodging house agreement from Catherine Ledbetter; being Document No. 337395.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That P. H. Demming, an individual doing business as The Deming Company, 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 NINE HUNDRED FIFTY-FOUR DOLLARS (\$1954.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of March, 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: 100 tons Tegul-Ampco, 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.

P. H. DEMING

ATTEST: JOSEPH GELCHER

an individual doing business as THE DEMING COMPANY

Principal

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

By JOSEPH GELCHER Attorney

Surety (SEAL)

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 27th day of March in the year One Thousand Nine Hundred and forty-two before me Freda M. Cady, a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared Joseph Gelcher 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 Los Angeles the day and year in this certificate first above written.

(SEAL) FREDA M. CADY
Notary Public in and for the County of Los Angeles
State of California
My commission expires 5/26/42

I hereby approve the form of the within Bond, this 30th day of March, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 31st day of March 1942.

WALTER W. COOPER

City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 27th day of March, 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 P. H. DEMING, an individual doing business as THE DEMING 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, in strict conformity with the specifications, bidding instructions, requirements and addenda thereto on file in the office of the City Clerk of said City bearing Document No. 336185, and by reference made a part of this contract, the following material: 100 tons of Tegul-Ampco, as manufactured by The Atlas Mineral Products Co.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 100 tons Tegul-Ampco @ \$75.86 per ton. Said price does not include the California State Sales Tax and is based upon the present freight rate of \$8.36 per ton from Redwood City to San Diego. In event of increase in freight rates said increase will be added to the above price.

Said contractor agrees to begin delivery of said material within seven (7) days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of May, 1942.

It is understood and agreed that a grant of Federal funds has been made to and accepted by said City in the amount of \$527,000 for the construction by it of an interceptor sewer (F.W.A., California Docket 4-257); that the material furnished hereunder is to be used in the construction of said sewer; that payment for said material is expressly limited and confined to said Federal funds, and conditioned upon the receipt thereof by the City; and that 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 out of the Federal funds herein above referred to, but not otherwise, the following sums, to-wit:

100 tons Tegul-Ampco	@ \$75.86 per ton	\$ 7,586.00
plus California State Sales Tax		227.58
		<u>\$ 7,813.58</u>

Said payments, subject to the foregoing conditions, shall 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 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. 76439 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

P. H. DEMING an individual doing
business as THE DEMING COMPANY

I hereby approve the form and legality of the foregoing contract this 30th day of March, 1942.

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 The Deming Company for 100 tons Tegul-Ampco; being Document No. 337457.

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

By Francis Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That P. H. Deming, an individual doing business as THE DEMING COMPANY, 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 SEVENTY-THREE DOLLARS (\$73.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of March, 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: 2000 pounds of dry jute packing 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.

P. H. DEMING an individual doing
business as THE DEMING COMPANY
Principal

ATTEST: JOSEPH GELCHER

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)
By JOSEPH GELCHER, Attorney
Surety

STATE OF CALIFORNIA)
County of Los Angeles) ss

On this 27th day of March in the year One Thousand Nine Hundred and Forty-two, before me Freda M. Cady a Notary Public in and for the said County of Los Angeles residing therein, duly commissioned and sworn, personally appeared Joseph Gelcher 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 Los Angeles the day and year in this certificate first above written.

FREDA M. CADY

(SEAL)

Notary Public in and for the County of Los Angeles
State of California

My commission expires 5/26/42

I hereby approve the form of the within Bond, this 30th day of March, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 31st day of March 1942.

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 27 day of March, 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 P. H. Deming, an individual doing business as The Deming 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, in strict conformity with the specifications, bidding instructions, requirements and addenda thereto on file in the office of the City Clerk of said City bearing Document No. 336192, and by reference made a part of this contract, the following material: 2000 pounds of dry jute packing.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 2000 pounds of dry jute packing @ \$0.14 per lb. Said price does not include the California States Sales Tax.

Said contractor agrees to begin delivery of said material within two days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of April, 1942.

It is understood and agreed that a grant of Federal funds has been made to and accepted by said City in the amount of \$527,000 for the construction by it of an intercept-or sewer (F.W.A., California Docket 4-257); that the material furnished hereunder is to be used in the construction of said sewer; that payment for said material is expressly limited and confined to said Federal funds, and conditioned upon the receipt thereof by the City; and that 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 out of the Federal funds herein above referred to, but not otherwise, the following sums, to-wit:

2000# dry jute packing @ \$0.14 per lb.	\$ 280.00
plus California State Sales Tax	8.40
	<u>\$ 288.40</u>

Said payments, subject to the foregoing conditions, shall 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 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. 76435 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
P. H. DEMING an individual doing
business as THE DEMING COMPANY

I hereby approve the form and legality of the foregoing contract this 30th day of March, 1942.

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 The Deming Company for 2000 pounds of dry jute packing; being Document No. 337455.

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

By Francis Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That Elmer B. Belt, an individual doing business as SQUIRES-BELT MATERIAL CO. 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 THIRTY-FIVE Dollars (\$335.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of March, 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: 50,000 sewer brick in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: J. L. BENSON.

ELMER B. BELT an individual doing
business as SQUIRES BELT MATERIAL CO.
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 25th day of March, 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 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 30th day of March, 1942.
JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 31st day of March, 1942.
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 25 day of March, 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 ELMER B. BELT, an individual doing business as SQUIRES-BELT MATERIAL 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, in strict conformity with the specifications, bidding instructions, requirements and addenda thereto on file in the office of the City Clerk of said City bearing Document No. 336189, and by reference made a part of this contract, the following material: 50,000 sewer brick.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 50,000 sewer brick @ \$26.00 per thousand. Said price does not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before the 7th day of May, 1942.

It is understood and agreed that a grant of Federal funds has been made to and accepted by said City in the amount of \$527,000 for the construction by it of an interceptor sewer (F.W.A., California Docket 4-257); that the material furnished hereunder is to be used in the construction of said sewer; that payment for said material is expressly limited and confined to said Federal funds, and conditioned upon the receipt thereof by the City; and that 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 out of the Federal funds herein above referred to, but not otherwise, the following sums, to-wit:

50,000 sewer brick	@ \$26.00 per thousand	\$1300.00
plus California State Sales Tax		39.00
		<u>\$1339.00</u>

Said payments, subject to the foregoing conditions, shall 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 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. 76434 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

ELMER B. BELT an individual doing business as SQUIRES-BELT MATERIAL CO.

I hereby approve the form and legality of the foregoing contract this 30th day of March, 1942.

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 Squires-Belt Material Company for 50,000 sewer brick; being Document No. 337456.

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

WHEREAS, Charles N. Francis is the owner of Lot #6, Block 165, of Middletown;

NOW, THEREFORE, this Agreement, signed and executed this-----day of-----, by Charles N. Francis that----- will, for and in consideration of the permission granted to remove 20 feet of curbing on Chalmers between Columbia & State, 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.

And further agree that this agreement shall be binding on Charles N. Francis, 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 N. FRANCIS

3655 Columbia St.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 27th day of March, A.D. Nineteen Hundred and 42, before me, Violet Johnston, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles N. Francis known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

VIOLET JOHNSTON

(SEAL)

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

My commission expires Sept. 25, 1945

I HEREBY approve the form of the foregoing agreement this 1st day of April, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED APR 2 1942 20 min. past 9 A.M. in Book 1324 at page 287 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 Charles N. Francis; being Document No. 337496.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

Bond No. 2473770

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation, as principal, and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, 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, 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 San Diego Federal Savings and Loan Association and The City of San Diego contained in Document No. 337310, 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 One Thousand Dollars (\$1,000.00), 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 29th day of March, 1942, 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 San Diego Federal Savings and Loan Association, or any sub-contractor of said San Diego Federal Savings and Loan Association, 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.

ATTEST: A. B. JACKSON
SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION
By EDWIN JOHNSON

ATTEST: BESSIE L. WALLACE

STATE OF CALIFORNIA

County of San Diego

} ss

On this 29th day of March, 1942, 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.

NOTARY AFFIDAVIT (SEAL)

My commission expires Dec. 13, 1944

H. STEINMETZ
Notary Public San Diego Co., California

I hereby approve the form of the foregoing Bond this 30 day of March, 1942.

JACOB WEINBERGER City Attorney,
By MOREY S. LEVENSON

Deputy City Attorney

I hereby approve the foregoing Bond this 1st day of April, 1942.

WALTER W. COOPER

City Manager

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, San Diego Federal Savings and Loan Association, as principal, and London & Lancashire Indemnity Company of America, 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, 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 Two Thousand Dollars (\$2000.00), 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 29th day of March, 1942, and executed and to be performed in said City of San Diego.

The condition of this obligation is such that if the above bounden San Diego Federal Savings and Loan Association shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said San Diego Federal Savings and Loan Association and The City of San Diego, and which said contract is contained in Document No. 337310, 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.

ATTEST: A. B. JACKSON
SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION
By EDWIN JOHNSON

ATTEST: BESSIE L. WALLACE

Principal
LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA
By THEODORE M. FINTZELBERG Attorney-in-Fact
Surety (SEAL)

I hereby approve the form of the foregoing Bond this 30 day of March, 1942.

JACOB WEINBERGER City Attorney
By MOREY S. LEVENSON
Deputy City Attorney

The within and foregoing Bond is to my satisfaction, and I hereby approve the same this 1st day of April, 1942.

WALTER W. COOPER
City Manager

STATE OF CALIFORNIA

County of San Diego

} ss

On this 29th day of March, 1942, personally appeared before me Theodore M. Fintzelbert 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.

NOTARY AFFIDAVIT. (SEAL)

H. STEINMETZ
Notary Public San Diego Co., California

My commission expires Dec. 13, 1944

A G R E E M E N T

THIS AGREEMENT, made and entered into this 29th day of March, A.D. 1942, by and between the San Diego Federal Savings and Loan Association, 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 National Highlands Annex 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 National Highlands Annex 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 a portion of 44th Street and Dominion Street, between the center lines of T Street and Logan Avenue; a portion of Logan Avenue and T Street, between the center lines of 44th Street and Dominion Street; Alley in National Highlands Annex and public easements, within the limits and as particularly described in that certain document numbered 337310, filed in the office of the City Clerk of said City on March 25, 1942; 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. 337310, 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. 337310 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 October 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. 76608 of the Council authorizing such execution, the day and year in this agreement first above written.

ATTEST: A. B. JACKSON

SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION
By EDWIN JOHNSON

THE CITY OF SAN DIEGO, Party of the Second Part.
By WALTER W. COOPER

City Manager

I hereby approve the form of the foregoing Agreement, this 30 day of March, 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 agreement from San Diego Federal Savings & Loan Company for improvements in National Highlands Annex; being Document No. 337507.

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

By Francis Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That United Concrete Pipe Corporation, 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 THIRTY-ONE THOUSAND SIX HUNDRED SIXTY-FOUR Dollars (\$31,664.00), 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 27th day of March, 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:

1,190 lin. ft. 60" heavy clay lined concrete pipe; and
7,180 " " 51" " " " " "

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 CONCRETE PIPE CORPORATION
By STEVE KRAL Vice President
Principal (SEAL)

ATTEST: D. L. ROBERTS, Secy.

The premium charged for
this bond is \$158.32

MARYLAND CASUALTY COMPANY
By FRANCES GRAY, Attorney-in-Fact
Surety (SEAL)

I hereby approve the form of the within Bond, this 1st day of April, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney
WALTER W. COOPER
City Manager

I hereby approve the foregoing bond this 1st day of April 1942.

STATE OF CALIFORNIA

County of Los Angeles

ss

On this 27th day of March in the year one thousand nine hundred and forty-two, before me R. S. Johnston, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Frances Gray 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 Frances Gray acknowledged to me that she subscribed the name of the Maryland Casualty Company as Surety, and her 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.

R. S. JOHNSTON

(SEAL)

Notary Public in and for said County and State

My commission expires April 29, 1944.

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 March, 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 UNITED CONCRETE PIPE 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, in strict conformity with the specifications, bidding instructions, requirements and addenda thereto on file in the office of the City Clerk of said City bearing Document No. 336186, and by reference made a part of this contract, the following material:

1,190 lin. ft. 60" heavy clay lined concrete pipe, and
7,180 " " 51" " " " " "

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

1,190 lin. ft. 60" heavy clay lined concrete pipe @ \$ 16.75 lin. ft.
7,180 " " 51" " " " " " @ \$ 14.35 " "

Said prices do not include the California States Sales Tax.

Said contractor agrees to begin delivery of said material within ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before the 30th day of September, 1942.

It is understood and agreed that a grant of Federal funds has been made to and accepted by said City in the amount of \$527,000 for the construction by it of an interceptor sewer (F.W.A., California Docket 4-257); that the material furnished hereunder is to be used in the construction of said sewer; that payment for said material is expressly limited and confined to said Federal funds, and conditioned upon the receipt thereof by the City; and that 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 out of the Federal funds herein above referred to, but not otherwise, the following sums, to-wit:

1,190 lin. ft. 60" pipe @ \$16.75 lin. ft. \$19,932.50
plus California State Sales Tax 597.97
\$20,530.47

7,180 lin. ft. 51" pipe @ \$14.35 lin. ft. \$103,033.00
plus California State Sales Tax 3,090.99
\$106,123.99

Said payments, subject to the foregoing conditions, shall 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 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. 76437 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 CONCRETE PIPE CORPORATION,
By STEVE KRAL Vice President
Contractor (SEAL)

ATTEST: D. L. ROBERTS, Secy.

I hereby approve the form and legality of the foregoing contract this 1st day of April, 1942.

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 United Concrete Pipe Corporation for clay lined concrete pipe; being Document No. 337509.

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

By Francis Patton Deputy

REVOCABLE PERMIT

WHEREAS, City of San Diego, California, has made application for permission to install, operate and maintain a 21-inch sewer line under and across Navy Defense Housing Project No. 1, near the Destroyer Base at San Diego, California, and

WHEREAS, the installation, operation and maintenance of said facility will not interfere with naval activities and will be of mutual benefit to the parties hereto:

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 to City of San Diego, California hereinafter referred to as the Permittee, permission to install, operate and maintain a 21-inch sewer line under and across Navy Defense Housing Project No. 1 near the Destroyer Base at San Diego, California, at the location and in accordance with the details of a photostat of a drawing, No. 2559-B, bearing the legend "City of San Diego - Engineering Department, Easement for Public Sewer through the U. S. Navy Defense Housing Project", annexed hereto and made a part hereof, and more fully and particularly described as follows:

Commencing at a point on the southeasterly prolongation of the northeasterly line of Block 162 in said Silver Gate Park, distant therealong 25 feet southeasterly from the most easterly corner of said Block 162; thence southwesterly on a direct line parallel to and distant 25.00 feet southeasterly from the southeasterly line of said Block 162 and the southwesterly prolongation thereof a distance of 150.00 feet to an angle point; thence southwesterly, making an angle of 8° 31' to the right from said described parallel line, a distance of 10.11 feet to an intersection with the southeasterly prolongation of the southwesterly line of the alley in said Block 162 as shown on said Map of Silver Gate Park, the true point of beginning; Thence continuing southwesterly on said last described course a distance of 103.58 feet to an angle point which is distant 8.15 feet southeasterly at right angles from the southeasterly line of said Block 162; thence southwesterly, parallel with the southeasterly line of said Block 162 and the southwesterly prolongation thereof, a distance of 556.04 feet to an intersection with the northeasterly line of the right of way of the San Diego & Arizona Railway Company, distant therealong 8.15 feet southeasterly at right angles from the southeasterly line of Block 114 of said Partition of Pueblo Lot 1168 of the Pueblo Lands of San Diego.

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, and in that connection it is understood that such land covered by this permit shall be vacated when its use is desired by the Permitter.

2. It is understood by the parties hereto, that the Permittee shall, at its sole cost and expense, install and maintain the aforesaid facility.

3. The Permittee is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land of the United States of America.

4. 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 the provisions and conditions contained herein shall apply to such substituted Permittee.

5. The installation, operation and maintenance of said facility shall be under the control and jurisdiction of the Navy Department, and 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 installation, operation and maintenance of said facility, 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 of America.

6. Upon termination of this permit, the Permittee, at its sole cost and expense and within a reasonable time after receipt of notice thereof, shall have the right to and shall remove its facility and shall restore the Permitter's land as nearly as practicable to its original condition if so requested by Permitter. In case of failure to do so, any expense incurred by the Permitter, after termination of this permit in removing the property of the Permittee and restoring the land covered by this permit to its original condition, will be reimbursed to the Permitter by the Permittee upon demand.

7. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property in connection with the installation, operation and maintenance of the aforesaid facility, occasioned in whole or in part by acts or omissions of the Permittee, its agents, employees or servants, 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 subject as a result of such death, injury, loss, destruction or damage.

8. 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.

9. In all matters in connection with this permit, requiring the approval or action of the Secretary of the Navy, the Commandant, Eleventh Naval District, San Diego, California, is hereby designated and empowered to act as the local representative of the Navy Department.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 2nd day of April, 1942.

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

DRAWING NUMBER 2559-B

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from the United States of America to cross Destroyer Base property with 21" sewer line; being Document No. 337524.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton Deputy

PROJECT AGREEMENT - 1943 FISCAL YEAR

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

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

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

ARTICLE I. PROJECT

The project and estimated expenditure therefor as listed hereinafter constitute the budget heretofore submitted by the City which has been, and is hereby, approved by the Department:

Project	Location	Description	Amount
10	Road XI-SD-198-H realignment at San Vicente Dam	Grade and pave (additional amount)	\$42,550.15

ARTICLE II. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in project 10, 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 project 10 will be performed by contract or by State forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the Department.

Any equipment furnished by the Department for the work described in project 10 will be charged for at the rental rates established by the Department.

ARTICLE III. FUNDS

Funds budgeted to defray the cost of the project described in Article I are available from revenue accruing for expenditure within the City during the fiscal year ending June 30, 1943, under the provisions of Section 194 of the Streets and Highways Code, estimated in the amount of \$188,090.00.

The amount of \$42,550.15 is budgeted to defray the cost of the work described in Article I.

The annual revenue and the amount provided for the project listed in Article I are estimated amounts. In the event the actual revenue or the actual cost of the project differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The Department will pay the cost of the work described in project 10 from the funds provided herein.

The amount provided herein for the project listed in Article I must not be exceeded, and no moneys shall be expended except for the project listed in Article I without amending the budget by supplemental agreement. Such supplemental agreement shall be valid only when executed by the City and the Department.

All funds allocated under the provisions of Section 194 of the Streets and Highways Code in excess of such funds budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE IV. FINAL REPORTS

The 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 the work described in project 10, the Department will submit to the City a final report of expenditures made for such work.

ARTICLE V. MISCELLANEOUS PROVISIONS

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

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 24th day of March, 1942, and the Department on the 28th day of March, 1942.

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
FRANK B. DURKEE Attorney

Approved:
Assistant State Highway Engineer

STATE OF CALIFORNIA (SEAL)
DEPARTMENT OF PUBLIC WORKS
Frank W. Clark
Director of Public Works

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. 337547.

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

PROJECT AGREEMENT - 1942 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 acting by and through the Director of Public Works, 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, 1942, 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 March 18, 1942, and by the Department March 20, 1942, providing for the work described herein as projects 5(a), 5(b), and 9(a); and
WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to reduce the funds budgeted under project 5(a) and to provide funds for the work hereinafter described as project 10;
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	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)	31,679.25
(b)	Work by City:		Acquire right of way(additional amount)	25,000.00
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)	11,192.23
10	Road XI-SD-198-H, realignment at San Vicente Dam		Grade and pave	109,693.75
Total				\$178,565.23

ARTICLE II. SURVEYS AND PLANS
The Department will make the surveys and plans designated in project 5(a).
ARTICLE III. RIGHT OF WAY
The right of way designated in project 5(b) will be secured by the City. The cost provided for herein includes the cost of the acquisition of land and interests therein; removing, demolishing, moving, resetting, and altering obstructing buildings, structures, or other improvements; the payment of any and all damages to property arising by reason of the project; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE IV. CONSTRUCTION
The Department will construct or cause to be constructed by or under its direct supervision the improvements described in projects 5(a), 9(a), and 10, 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), 9(a), and 10 will be performed by contract or by State forces as may, in the opinion of the Director of Public Works, be for the best interests of the City and the Department.
Any equipment furnished by the Department for the work described in projects 5(a), 9(a), and 10 will be charged for at the rental rates established by the Department.

ARTICLE V. FUNDS		
Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 194 of the Streets and Highways Code, are available as follows:		
Unexpended under 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 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 hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in project 5(b).
As the work progresses on project 5(b), the Director of Public Works will forward warrants to the proper City officials for work already accomplished. Payment will be made upon receipt of detailed statement of expenditures made by the City until the State's

obligations as set forth herein, after deducting therefrom any expenditures made or to be made by the Department for projects 5(a), 9(a), and 10, are fully discharged.

The Department will pay the cost of the work described in projects 5(a), 9(a), and 10 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 project 5(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 expenditure upon streets of major importance.

Within sixty days after completion of each item of the budget described in projects 5(a), 9(a), and 10, 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 24th day of March, 1942, and the Department on the 28th day of March, 1942.

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

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

Approved as to form
FRANK B. DURKEE
Attorney

STATE OF CALIFORNIA, DEPARTMENT OF
PUBLIC WORKS (SEAL)
FRANK W. CLARK
Director of Public Works

Approved: _____
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. 337549.

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

PROJECT AGREEMENT - 1942 FISCAL YEAR

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, 1942, 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 September 10, 1941, and by the Department September 19, 1941, providing for the work described herein as projects 5(a) and 9(a); and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to reduce the funds budgeted under project 5(a), and to provide additional funds for projects 5(b) and 9(a);

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	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
(b)	Work by City		Construction (additional amount)	141,373.00
			Acquire right of way (additional amount)	25,000.00
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)	11,192.23
Total				\$178,565.23

ARTICLE II. SURVEYS AND PLANS

The Department will make the surveys and plans designated in project 5(a).

ARTICLE III. RIGHT OF WAY

The right of way designated in project 5(b) will be secured by the City. 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 project; court costs; and all other expense necessary or incidental to providing a right of way clear and free of all obstructions or encumbrances.

ARTICLE IV. CONSTRUCTION

The Department will construct or cause to be constructed by or under its direct supervision the improvements described in 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 interest 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 V. FUNDS

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

Unexpended under 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 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 hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in project 5(b).

As the work progresses on project 5(b), the 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) and 9(a), are fully discharged.

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 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 project 5(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 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 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 18th day of March, 1942, and the Department on the 20th day of March, 1942.

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. 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 Streets of Major Importance; being Document No. 337548.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis J. S. S. S. Deputy

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS
CONTRACT FOR RELOCATION OF STATE HIGHWAY AROUND THE SAN VICENTE RESERVOIR

1. This contract, made this 24th day of March, 1942, 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 with the approval of its City Council, WITNESSETH:

Explanatory Recitals

2. WHEREAS, City for the purpose of augmenting its domestic water supply is engaged in the construction of a dam on and in San Vicente Creek, near Foster, in the County of San Diego, State of California, designated as "San Vicente Dam," thereby creating a reservoir, herein referred to as San Vicente Reservoir, with a maximum water surface elevation at San Vicente Dam of seven hundred eighty (780) feet above sea level (United States Geological Survey Datum); and

3. WHEREAS, construction of said San Vicente Dam and the impounding of waters of said San Vicente Creek will submerge a portion of an existing public 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 relocation of portions of said highway, all as more particularly set out in that certain "Contract for Preliminary Engineering and Other Preliminary Work in Connection with the Proposed Relocation of the State highway around San Vicente Reservoir," heretofore entered into by the parties hereto, dated the 1st day of July, 1941; and

4. WHEREAS, City has acknowledged, and does hereby acknowledge, that construction of said dam and the impending flooding of said highway of the State creates an obligation on the part of the City to relocate or to assume the expense of the relocation of a portion of said highway on standards equal to existing highway facilities which City proposes to submerge; and

5. WHEREAS, State and City, in said preliminary contract of July 1, 1941, agreed that relocation of said highway on a location westerly of said proposed reservoir approximately along a line designated line "W" on the map ("Exhibit A"), attached to and made a part of said agreement of July 1, 1941, is an economic and satisfactory location for said highway around said reservoir; and

6. WHEREAS, State has completed necessary preliminary engineering, prepared plans and specifications, acquired or will acquire rights of way, called for and received bids, and has done other things required to be performed by it with respect to said highway, under and pursuant to said agreement of July 1, 1941; and

7. WHEREAS, said agreement of July 1, 1941, contemplated that said highway would be relocated by State, in part, however, at the expense of City, and that the parties hereto would enter into an agreement for such relocation and the assumption by City of a portion of the expense thus incurred, the remainder of such expense to be assumed by State; and

8. WHEREAS, the California Highway Commission, by resolution adopted February 27, 1942, found and determined that the cost of that portion of said highway required to be relocated because of the construction of said San Vicente dam and reservoir, to the standards provided by said plans and specifications, exceeds by Three Hundred Thirty Seven Thousand Dollars (\$337,000.00) the obligation of City with respect to the replacement "in kind" of a portion of the existing highway; and

9. WHEREAS, upon consideration of said survey and plans and specifications, together with the bids received, State is willing to accept from City, in satisfaction and discharge of the obligations of City in the premises, the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00) (which sum includes \$35,000 heretofore made available by City to defray preliminary expenses, including acquisition of right of way, as provided in said agreement of July 1, 1941), upon the condition, however, that City shall, in addition, budget to said project (that is, the relocation of said State highway around said dam and reservoir) from revenues presently allocated or from the first revenues hereafter allocated to City from the State Highway Fund for expenditure on streets of major importance, or shall otherwise make legally available to State, the further sum of \$152,243.94, which said revenues shall be and remain available to State for financing the relocation of said highway; and

10. WHEREAS, the Council of City, by Ordinance No. 2182 (New Series), adopted June 17, 1941, created in the office of the City Treasurer a special trust fund to be known as the "San Vicente Highway Construction Fund" and provided that all moneys coming into said fund "shall be used exclusively for reimbursing the Division of Highways of the State of California for the costs and expenses involved in the relocation and construction of said San Vicente Highway;"

11. NOW, THEREFORE, in consideration of the foregoing and of the mutually dependent promises of the parties hereto, it is agreed as follows, to wit:

12. WORK TO BE DONE BY STATE. State, subject to reimbursement by City for a part of the cost and expense thereof, in the amount of Three Hundred Fifty Thousand Dollars (\$350,000.00), and the execution of a further agreement by City for the budgeting of additional revenues from State Highway Fund allocations, or the making of other funds legally available to State, as hereinafter provided, shall furnish all material for, and with its own forces, or through responsible contractors employed by it, shall construct, said relocated highway along said line "W", as more particularly defined and described in the plans and specifications therefor prepared by State, which said plans and specifications have been approved by City, and are on file in the office of the State Highway Engineer at Sacramento, California.

13. TIME LIMIT FOR COMPLETION OF WORK. State shall perform the work, by it to be performed hereunder, in an expeditious and efficient manner so that relocation of said highway shall be completed not later than the date for the completion of said dam, which is understood to be September 10, 1943; subject, however, to provisions of this agreement, and particularly, sections 19 and 20 hereof.

14. DEPOSIT OF FUNDS BY CITY. City shall, forthwith, upon the execution of this contract and prior to the award by State of any contract for the relocation of said highway, appropriate to and deposit in said "San Vicente Highway Construction Fund," the balance of said sum of Three Hundred Fifty Thousand Dollars, (\$350,000.00), to-wit, the sum of Three Hundred Fifteen Thousand Dollars (\$315,000.00). City covenants that it will take all action and do all things required or necessary to comply with the provisions of its charter or other statutory requirements, to the end that said funds so appropriated and deposited shall be legally available for reimbursement of State for costs and expenses incurred by it in the relocation of said highway, as herein provided.

15. BUDGETING OF REVENUES BY CITY. City shall, in addition to the appropriation and deposit of its said bond funds as hereinbefore provided, concurrently herewith, and prior to the award by State of any contract for the relocation of said highway, budget to said San Vicente Highway relocation project, Road XI-SD-198-H, from revenues presently allocated or from the first revenues hereafter allocated to City from the State Highway Fund for expenditure on streets of major importance (as authorized by Sections 194, 195, and 200 of the Streets and Highways Code), or shall otherwise make legally available to State, the further sum of \$152,243.94, which said revenues shall be and remain available to State to defray costs and expenses incurred by it in the relocation of said highway, as herein provided.

16. PAYMENT FOR WORK PERFORMED. State shall account to City monthly, as soon after the end of the month as the necessary vouchers can be prepared and submitted, for disbursements made by State during the preceding month for the construction of said relocated highway, and shall submit such reasonable proof of such disbursements as may be required by City. Payment of such vouchers shall be made promptly by City to State, and, in any event, in not less than fifteen (15) days after submission, and shall continue from month to month, from and after commencement of the work, until all of the funds so deposited by City in said "San Vicente Highway Construction Fund" have been paid to State; provided, that State covenants with City that it will make available the necessary additional funds (over and above the amount deposited by City in said "San Vicente Highway Construction Fund," and the amount of State Highway fund revenues budgeted by City, as provided in Paragraphs 14 and 15 hereof, less, however, the sum of \$100,000.00 agreed to be contributed to State by the County of San Diego toward the construction of said highway) for the relocation of said State highway in its entirety along said line "W", as shown on said Exhibit "A", attached to and made a part of said agreement of July 1, 1941.

17. ABANDONMENT OF EXISTING HIGHWAY FACILITIES. (a) On the happening of the following things, namely: (1) Completion of the proposed new highway, and (2) payment to the State by City and the County of San Diego of all amounts owing State under this and other agreements respecting such contributions; State shall abandon existing highway facilities to be inundated by said San Vicente Reservoir, and shall relinquish to the County of San Diego such portions of said State Highway Route 198 not so inundated as do not constitute portions of said relocated highway, all as indicated on said Exhibit "A".

(b) State shall, in addition to the foregoing abandonment, execute deeds or other necessary instruments to vest in City all of the right, title, and interest of the State of California and of the public in and to such portion of the existing highway as will be inundated by said San Vicente Reservoir.

18. ACCESS TO BOOKS AND ACCOUNTS. The officials or designated representatives of City shall have full and free access to the books and accounts of State, so far as they relate to the matters covered by this contract, with the right at any time during office hours to make copies of and from the same.

19. OBLIGATION OF STATE CONTINGENT UPON DEPOSIT AND BUDGETING OF FUNDS. It is understood that this contract is made contingent upon City making the appropriation or allotment from its "San Vicente Bond Dam Fund" to its "San Vicente Highway Construction Fund," the budgeting by City of Additional revenues in the amount hereinbefore agreed upon, or the making of other funds in such amount legally available to State and the contribution to State by the County of San Diego toward the construction of said highway of the sum of One Hundred Thousand Dollars (\$100,000.00). In case such appropriation and deposit is not made by City, and said additional revenues are not budgeted and contributed as hereinbefore provided, and said amounts are not thereafter legally available to State, City agrees to and does hereby release State from all liability hereunder to construct said highway, or to abandon or relinquish the existing highway, or to convey to City title to the portion thereof to be inundated, together with any other obligation of State hereunder. City shall indemnify and save State harmless from any damage, loss or expense which State shall sustain by reason of the failure of City to make such appropriation and deposit, or to budget said revenues, or make the same legally available to State, or otherwise to fulfill its obligations hereunder, or the failure of the County of San Diego to make said contribution.

20. RESPONSIBILITY FOR INTERRUPTION. In the event the performance, in whole or in part, of the obligations of State under this contract, is hindered, interrupted, or prevented by war, the public enemy, strikes, lockouts, fire, Act of God, control of materials by Federal authority, or other similar or different acts of civil or military authorities, or any cause beyond the control of State, whether similar to the causes herein specified or not, the obligations of State under this contract shall be suspended to the extent and for the time that performance thereof is prevented or affected by such hindrance, interruption or prevention, but due diligence shall be observed by State, as far as lies in its power, in performing its obligations under this contract.

21. BREACH OF CONTRACT. The waiver of a breach of any of the provisions of this contract shall not be deemed to be a waiver of any other provision hereof, or of a subsequent breach of such provision.

22. SUCCESSORS AND ASSIGNS BOUND. This contract shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, by their respective officers thereunto duly authorized the day and year first above written.

APPROVED:

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
By FRANK W. CLARK, Director of Public Works
(SEAL)

Approved as to form: FRANK B. DURKEE

Attorney
CITY OF SAN DIEGO
WALTER W. COOPER, City Manager

(SEAL) ATTEST:
FRED W. SICK

City Clerk

I hereby approve the foregoing agreement as to form and procedure this 24th day of March, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL,
Assistant

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with State of California Department of Public Works for relocation of State Highway around San Vicente Reservoir; being Document No. 337636.

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, property at 3546 - 28th Street more particularly described as Lots 37-38 Block 65 Park Villas and,

WHEREAS, the provisions of Ordinance No. 12820 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76378 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date,

when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 2nd day of April, 1942, by Mrs. Nancy Bickerton and Evelynne Scharlott that they will, for and in consideration of the permission granted them to use said building on the above described property for a boarding and lodging house, bind them to, and do hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

EVELYNNE SCHARLOTT Lessee's Name
3546 - 28th St.

MRS. NANCY BICKERTON Owner's Name
2852 Landis St.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 2nd day of April A.D. Nineteen Hundred and forty two, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Evelynne Scharlott 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.

AUGUST M. WADSTROM

(SEAL)

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

My commission expires August 5, 1945

RECORDED APR 9 1942 26 min. past 2 P.M. in Book 1327 at page 438 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
R. N. HOWE

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of boarding and lodging house agreement from Nancy Bickerton and Evelynne Scharlott; being Document No. 337508.

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, property at 1419 Granada Avenue more particularly described as Lot 4 Block 26 South Park Addition and,

WHEREAS, the provisions of Ordinance No. 12795 of the ordinances of the City of San Diego prohibit the use of buildings or structures on said property for boarding and lodging purposes; and,

WHEREAS, the Council of said City has by Resolution No. 76380 granted a temporary and conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will at any later date, when requested by the City of San Diego, convert said building from a boarding and lodging house back to a single family dwelling; NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 2nd day of April, 1942, by Janet E. MacKellar that she will, for and in consideration of the permission granted her to use said building on the above described property for a boarding and lodging house, bind her to, and does hereby by these presents agree, to convert said building to conform to the zone ordinance, and at such time as the City of San Diego directs, 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.

JANET E. MAC KELLAR
1419 Granada Ave.

STATE OF CALIFORNIA

County of San Diego,

} ss

On this 2nd day of April A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Janet E. MacKellar 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.

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 APR 9 1942 27 min. past 2 P.M. in Book 1326 at page 304 of Official Records, San Diego Co. Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By 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 Agreement from Janet E. MacKellar re boarding and lodging house; being Document No. 337513.

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 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 31st day of March 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 1878 Pacific Beach Dr. adjacent to the above described property, bind them 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.

The Dennstedt Co. further agree that this agreement shall be binding on their successor or 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.
4110 El Cajon

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 31st day of March, A.D. Nineteen Hundred and Forty-two before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. W. Dennstedt, President The 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

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

I HEREBY APPROVE THE form of the foregoing Agreement this 3rd day of April, 1942.

JACOB WEINBERGER, City Attorney
By Harry S. Clark

Deputy City Attorney

RECORDED APR 9 1942 28 min. past 2 P.M. in Book 1326 at page 305 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 removal agreement from The Dennstedt Co.; being Document No. 337546.

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 this 8th day of April, 1942, 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, 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:

RECITALS.

A. Under date of July 10, 1941, the Corporation and the City entered into an agreement covering the furnishing and installation within the City of five hundred (500) Miller Multiple-Coin Parking Meters, manufactured by or for the Duncan Meter Corporation, at the total price of \$67.50 per meter, and provided for the payment of the purchase price out of revenues of said meters in the event that the City did not exercise its right to order the meters removed at the expiration of a trial period of six (6) months.

B. Said meters were installed pursuant to the terms of the contract and are now in operation.

C. Said contract provided, among other things:

"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."

D. The City now desires to exercise the foregoing option to the full extent of five hundred (500) meters, and in addition thereto desires to have the Corporation furnish and install an additional five hundred (500) meters, or one thousand (1000) meters in all, which the Corporation is willing to do.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual obligations, matters and things hereinafter set forth, it is hereinafter 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: 1000 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 one hundred twenty-five (125) of said meters without charge; it being understood, however, that if the City shall require the Corporation to install said one hundred twenty-five (125) additional meters the City will pay for such installation the sum of two dollars and fifty cents (\$2.50) per meter.

(2) The Corporation agrees to maintain the said meters in good operating condition for a period of six (6) months from the date of the installation thereof; and in this connection will furnish to the City ten (10) complete parking meter housings and thirty (30) complete meter mechanism units, for the purpose of replacement, 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 (New Series), and during said six (6) months' 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 locations.

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 the services of a skilled representative to supervise the installation of said meters and to train one or more of the City's employees to service the same, during the period when they are being installed.

(4) It is understood and agreed that the mechanical specifications of the Miller Multiple-Coin Meters, heretofore filed with the Purchasing Agent of the 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 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 so doing 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 that on or before the anniversary date of the \$10,000.00 faithful performance bond posted by the Company pursuant to the terms of its contract with the City dated July 10, 1941, hereinabove referred to, it will cause said bond to be continued in full force and effect for an additional year.

(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 the meters to be installed hereunder, 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.

(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, thereunto duly authorized by resolution of the Council 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: S. J. CHRISTENSEN

DUNCAN METER CORPORATION
By D. F. DUNCAN

ATTEST: FRED W. SICK, City Clerk
By CLARK M. FOOTE JR. Deputy (SEAL)

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

I hereby approve the form and legality of the foregoing Contract this 8th day of April, 1942.

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 Duncan Meter Corporation for additional parking meters; being Document No. 337696.

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, property at 3428 Villa Terrace, more particularly described as Lots 29 and 30, Block 76, Park Villas, is in an R-2 zone under the authority of Ordinance No. 2067 (New Series) of the ordinances of the City of San Diego, California; and

WHEREAS, the existing structure on the above described property is a two-family dwelling; and

WHEREAS, the Council of the City of San Diego has by Resolution No. 76492 granted a conditional zone variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect an apartment over a garage on the condition and for and in consideration that the undersigned will agree not to rent out either living unit of the existing two-family dwelling, and that this structure will at all times be occupied by the family and parents of the undersigned. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 6th day of April, 1942, by Warren J. Bennett that he will, for and in consideration of the permission granted him to erect an apartment over a garage on the above described property, bind him to and does hereby by these presents agree to convert the existing two-family dwelling to conform to the zone ordinance by the removal of the sink and kitchen facilities at such time as it is no longer necessary that the lower apartment of the existing two-family dwelling be occupied by the parents of the undersigned, and that he will perform such alterations as are necessary at his own expense and with no cost or obligation on the part of the City of San Diego, California.

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.

WARREN J. BENNETT
3428 Villa Terrace

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

On this 6th day of April A.D. Nineteen Hundred and 42, before me, Roy A. Novak a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Warren J. Bennett 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) ROY A. NOVAK
Notary Public in and for the County of San Diego,
State of California
My commission expires Oct. 3, 1945
RECORDED APR 9 1942 29 min. past 2 P.M. in Book 1326 at page 306 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.
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 from Warren J. Bennett re use of building at 3428 Villa Terrace; being Document No. 337699.

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

KNOW ALL MEN BY THESE PRESENTS, That W. J. BAILEY COMPANY, a corporation,, 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 HUNDRED EIGHTY-FOUR Dollars (\$184.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of April, 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: 10,000 pounds GmCB acid proof cement powder; and 5,000 pounds sodium silicate, 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. H. HAWKINS
W. J. BAILEY COMPANY (SEAL)
RALPH A. MARKLEY, Pres.
Principal
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)
By C. J. STAFFORD Attorney
Surety

I hereby approve the form of the within Bond, this 8th day of April, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 8th day of April 1942.

WALTER W. COOPER
City Manager.

STATE OF CALIFORNIA }
County of San Diego } ss

On this 2nd day of April in the year One Thousand Nine Hundred and Forty-two before me, Zelda B. Melancon a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared C. J. Stafford known to me to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) ZELDA B. MALENCON
Notary Public in and for the County of San Diego
My commission expires March 12, 1946 State of California

The rate of premium on this bond is \$2.50 per thousand, on contract price.

The total amount of premium paid is \$5.00 minimum.

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 2nd day of April, 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 W. J. Bailey 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, in strict conformity with the specifications, bidding instructions, requirements and addenda thereto on file in the office of the City Clerk of said City bearing Document No. 336191, and by reference made a part of this contract, the following material: 10,000 pounds GmCB acid proof cement powder (equal to Penclor); and 5,000 pounds sodium silicate, 42.25° Baume at 60° F. (1 part sodium to 3.2 parts silica).

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

10,000# GmCB acid proof cement powder @ \$110.00 per ton
5,000# sodium silicate @ \$ 65.00 " "

Said contractor agrees to begin delivery of said material within ten (10) days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of August, 1942.

It is understood and agreed that a grant of Federal funds has been made to and accepted by said City in the amount of \$527,000 for the construction by it of an interceptor sewer (F.W.A., California Docket 4-257); that the material furnished hereunder is to be used in the construction of said sewer; that payment for said material is expressly limited and confined to said Federal funds, and conditioned upon the receipt thereof by the City; and that 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 out of the Federal funds hereinabove referred to, but not otherwise, the following sums, to-wit:

10,000# cement powder	@ 110.00 per ton	\$ 550.00
plus California State Sales Tax		16.50
		<hr/>
5,000# sodium silicate	@ \$65.00 per ton	\$ 325.00
plus California State Sales Tax		16.50
		4.88
		<hr/>
		\$ 167.38

Said payments, subject to the foregoing conditions, shall 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 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. 76436 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
W. J. BAILEY COMPANY, (SEAL)
By Ralph A. Markley, Pres.
Contractor

ATTEST: H. H. HAWKINS

I hereny approve the form and legality of the foregoing contract this 8th day of April, 1942.

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 W. J. Bailey Co. for acid proof cement; being Document No. 337700.

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

WHEREAS, Dr. Jacob H. Miller is, was the owner of Lot 11-12-13 Treat Add.;

NOW, THEREFORE, This Agreement, signed and executed this 8th day of April, by Dr. Jacob Miller that he will, for and in consideration of the permission granted to remove 38 feet of curbing on Treat Street between 27th and 28th, 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 him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Dr. Jacob H. Miller, 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. JACOB H. MILLER
2748-50 Treat St.

I HEREBY approve the form of the foregoing agreement this 10th day of April, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

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

On this 8 day of April, A.D. Nineteen Hundred and 42, before me, W. W. Dunn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dr. Jacob H. Miller known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) W. W. DUNN
Notary Public in and for the County of San Diego,
State of California

RECORDED APR 16 1942 25 min. past 1 P.M. in Book 1333 at Page 260 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 Dr. Jacob H. Miller; being Document No. 337715.

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

WHEREAS, Dr. John G. Cherry is the owner of Lots 9-7-10 Block 32 Block 32 of Unit Two of La Jolla Hermosa;

NOW, THEREFORE, this agreement, signed and executed this 31st day of March, 1942, by Dr. John G. Cherry that he will, for and in consideration of the permission granted to remove 15 ft of curbing on Via Del Norte between Beaumont & Waverly Aves 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 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.

DR. JOHN G. CHERRY
1434 W. Diamond St., Philadelphia, Pa.

STATE OF PENNA }
County of Phila } ss

On this 2 day of April, A.D. Nineteen Hundred and 42, before me, Harry C. White, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dr. John G. Cherry 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 Phila, County of Phila, State of Penna, the day and year in this certificate first above written.

(SEAL) HARRY C. WHITE
Notary Public in and for the County of Phila.
2025 N. Broad Street State of Pa.
My Com. expires Mar. 7, 1943

I HEREBY approve the form of the foregoing agreement this 10th day of April, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 16 1942 25 min. past 1 P.M. in Book 1343 at page 21 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 Dr. John G. Cherry; being Document No. 337730.

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

WHEREAS, Sam Campbell is the owner of Lot 443, of Talmadge Park, Unit #3;

NOW, THEREFORE, this agreement, signed and executed this 9th day of April, 1942, by Sam Campbell that he will, for and in consideration of the permission granted to remove 14 feet of curbing on Forty-fourth Street North of Monroe Street adjacent to the above described property, binds himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

SAMUEL CAMPBELL
4508 Terrace Drive, Kensington Park
San Diego, California

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

On this 9th day of April, A.D. Nineteen Hundred and Forty-two, before me, John C. Morris, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sam Campbell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) JOHN C. MORRIS
Notary Public in and for the County of San Diego,
My commission expires Jan. 18, 1945 State of California

I HEREBY approve the form of the foregoing agreement this 11th day of April, 1942.

JACOB WEINBERGER City Attorney
By HABBY S. CLARK Deputy City Attorney

RECORDED APR 16 1942 25 min. past 1 P.M. in book 1341 at page 94 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Sam Campbell; being Document No. 337736.

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, Chris A. Cosgrove and Catherine Cosgrove are the owners of Lot 469, Talmadge #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 26 day of March, by-----that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on 4490 Monroe Street adjacent to the above described property, bind Chris A. Cosgrove and Catherine Cosgrove to, and known hereby by these presents agree 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.

Chris A. Cosgrove further agrees that this agreement shall be binding on him, 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.

CHRIS A. COSGROVE
4490 Monroe

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 9 day of April, A.D. Nineteen Hundred and 42, before me, Corinne E. Nelson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chris A. Cosgrove known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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. 29, 1946

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

I HEREBY APPROVE the form of the foregoing agreement this 11th day of April, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy

RECORDED APR 16 1942 25 min. past 1 in Book 1329 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.
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 Chris A. and Catherine Cosgrove; being Document No. 337737.

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, property at 1153 Seventh Avenue, more particularly described as Lots A and B and the westerly 25 feet of Lots K and L, Block 20, Horton's Addition and,

WHEREAS, the provisions of Ordinance No. 8924 of the ordinances of the City of San Diego, California prohibit the use of buildings or structures on said property for living purposes unless certain side yard and rear yard distances are provided and maintained; and,

WHEREAS, the Council of said City has by Resolution No. 76685 granted a conditional variance to the provisions of said ordinance with respect to said property and has granted permission to the undersigned to use the building for said purpose on the condition and for and in consideration that the undersigned will provide a ten (10) foot wide rear yard for the above building on the westerly ten (10) feet of the easterly seventy-five (75) feet of Lots K and L, Block 20, Horton's Addition. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed on this 11th day of April, 1942, by Joseph C. Ewing that he will, for and in consideration of the permission granted him to use said building on the above described property for living purposes, bind himself to, and does hereby by these presents agree to convert said building to conform to the ordinance at such time as the above mentioned rear yard may be devoted to any use other than open and unobstructed rear yard, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

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

JOSEPH C. EWING
729 "B" St., Room 203
San Diego, California

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

On this 11th day of April A.D. Nineteen Hundred and Forty-two, before me, J. K. Durrill a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Joseph C. Ewing known to me to be the person described in and whose name subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL)

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

RECORDED APR 16 1942 25 min. past 1 P.M. in Book 1322 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.

W. J. MC CARTHY

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement from Joseph C. Ewing re maintaining rear yard; being Document No. 337823.

FRED W. SICK

City Clerk of the City of San Diego, California

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

Signed by us and dated this 8th day of April, 1942.

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. 75937, adopted by the Council January 6, 1942, 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 President in Charge of Sales
Principal

(SEAL) ATTEST: E. L. TOLSON

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

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

On this 8th day of April, in the year nineteen hundred forty-two, 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 17 day of April, 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. 76590 passed and adopted on the 31st day of March, 1942, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING

Talmadge Park Lighting District No. 4

THIS AGREEMENT, made and entered into this 21st day of April, 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:

JEAN DRIVE, for its entire length;
ADAMS AVENUE, between the westerly and the easterly lines of Talmadge Park Estates;
MADISON AVENUE, between the westerly and the easterly lines of Talmadge Park

Estates;
MONROE AVENUE, between the westerly and the easterly lines of Talmadge Park

Estates;
47TH STREET, between the south line of Talmadge Park Estates and Adams Avenue;
EUCLID AVENUE, between the south line of Talmadge Park Estates and Adams Avenue;
48TH STREET, between the south line of Talmadge Park Estates and Adams Avenue;
ESTRELLA AVENUE, between the south line of Talmadge Park Estates and Adams Avenue;
49TH STREET, between the south line of Talmadge Park Estates and Adams Avenue;
MIRACLE DRIVE, for its entire length; and
LORRAINE DRIVE, for its entire length;

Such furnishing of electric current shall be for a period of one year from and including April 1, 1942, to-wit, to and including March 31, 1943.

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 17, 1942, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Talmadge Park Lighting District No. 4 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 4 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

ATTEST: J. A. CANNON
Secretary

(SEAL)

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 AUGUST M. WADSTROM
Deputy

I hereby approve the form of the foregoing Contract, this 17 day of April, 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 Talmadge Park Lighting District No. 4; being Document No. 337869.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis S. Bowers 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 8th day of April, 1942.

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. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales
Principal

Total amount of premium charged, \$5.00

(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, }
County of San Diego. } ss

On this 8th day of April, in the year nineteen hundred forty-two, 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 17 day of April, 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. 76589 passed and adopted on the 31st day of March, 1942, 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.

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 1

THIS AGREEMENT, made and entered into this 21st day of April, 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:

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, 1942, to-wit, to and including March 31, 1943.

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 17, 1942, 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 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.

(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 AUGUST M. WADSTROM, Deputy

I hereby approve the form of the foregoing Contract, this 17 day of April, 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 Talmadge Park Lighting District No. 1 being Document No. 337870.

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

By Francis Patton 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 THREE HUNDRED FORTY-NINE DOLLARS (\$349.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of April, 1942.

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 President in Charge of Sales

Principal

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

THE AETNA CASUALTY AND SURETY COMPANY

By R. B. HILL

Resident Vice-President

Surety

Total amount of premium charged, \$5.00

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 8th day of April, in the year nineteen hundred forty-two, 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 17 day of April, 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. 76522 passed and adopted on the 24th day of March, 1942, require and fix the sum of \$349.00 as the penal sum of the foregoing Undertaking.

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 21st day of April, 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 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;

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, 1942, to-wit, to and including March 15, 1943.

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 24, 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 Three Hundred Ninety-four and 40/100 Dollars (\$1394.40) 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 "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 Three Hundred Ninety-four and 40/100 Dollars (\$1394.40) 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 Three Hundred Ninety-four and 40/100 Dollars (\$1394.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

(SEAL) ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice 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 AUGUST M. WADSTROM,
Deputy

I hereby approve the form of the foregoing Contract, this 17 day of April, 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 University Avenue Lighting District No. 2; being Document No. 337871.

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

By Francis J. Patterson Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 15th day of April, 1942, 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 M. H. GOLDEN, of the City of San Diego, California, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, 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 line is now established for the Bay of San Diego, distant 349.46 feet southeasterly from U. S. Bulkhead Station No. 185; thence at right angles north 33° 09' east a distance of 404.25 feet to a point; thence south 53° 47' 05" east a distance of 76.35 feet to a point; thence south 57° 27' 05" east, a distance of 73.77 feet to a point; thence south 33° 09' west a distance of 400.94 feet 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 60,204 square feet of tideland area.

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 349.46 feet southeasterly from U. S. Bulkhead Station No. 185; thence continuing along the said U. S. Bulkhead Line south 56° 51' east a distance of 150 feet to a point; thence at right angles south 33° 09' west a distance of 150 feet to a point; thence at right angles north 56° 51' west a distance of 150 feet to a point; thence at right angles north 33° 09' east a distance of 150 feet to the point or place of beginning.

The lands hereinabove described being shown on the map or plat thereof attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of ten (10) years, beginning on the 15th day of April, 1942, and ending on the 14th day of April, 1952, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of said term, the sum of one cent (1¢) per square foot per year, for the premises hereinbefore described as Parcel No. 1;

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 one cent (1¢) nor more than three cents (3¢) 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 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 hereinabove described as Parcel No. 1 shall be used only and exclusively for the purpose of casting concrete piling thereon, the repair and storage of equipment, and the storage of material in connection with the general contracting business of lessee.

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 such other structures as may be necessary or convenient for conducting and carrying on said general contracting 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 in the event a bulkhead is built and dredging done in the vicinity of said leased lands before the expiration of the term of this lease, the lessee shall remove any and all structures, including wharves, erected on said premises, at his own cost and expense.

(4) 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 his 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 him on said premises.

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

(6) That said City reserves the right to make such improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general plan of harbor improvement adopted by the Council of said City, or by the Harbor Commission of said City, and that the lessee will remove any structures or buildings placed or erected on said demised premises by the said lessee as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at his own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(7) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations undertaken by him 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, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the lessor requiring him to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and said lessee shall thereupon forthwith remove from said premises and shall have no further right or claim thereto, and said City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

(8) 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 hereunto subscribed his name, the day and year first hereinabove written.

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

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

M. H. GOLDEN Lessee

I hereby approve the form of the foregoing Lease, this 25th day of March, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL

Assistant City Attorney

EXHIBIT A. DRAWING NO. 156-B

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with M. H. Golden; being Document No. 337880.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis P. Patten Deputy

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 26th day of March, 1942, by and between THE CITY OF SAN DIEGO, acting by and through the Harbor Commission of said City, hereinafter referred to as the City, first party, and BENSON LUMBER COMPANY, a corporation, second party WITNESSETH:

WHEREAS, the City on or about the 5th day of September, 1940, entered into a lease of certain tidelands with Anthony C. Martinolich, doing business under the name and style of Martinolich Ship Building Company, for a period of ten years ending on the 31st day of August, 1950, which said lease is on file in the office of the City Clerk of said City bearing Document No. 323318, and is recorded in Book 11, page 35, Records of said City Clerk; and

WHEREAS, said lease has heretofore been assigned to Benson Lumber Company, a corporation, which is now the owner and holder thereof; and

WHEREAS, the City and said Corporation desire to amend said lease by enlarging the area of the premises covered in said lease to include a strip of tidelands fourteen (14) feet wide by three hundred seventy-five (375) feet long, lying east of the present lease and contiguous thereto;

NOW, THEREFORE, in consideration of the premises, it is mutually agreed as follows:

That the description of the premises described in the lease hereinabove referred to is hereby changed and amended to read as follows:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 655.26 feet northwesterly from U. S. Bulkhead Station 300; thence north 70° 50' east a distance of 294 feet to a point; thence at right angles north 19° 10' west a distance of 375 feet to a point; thence at right angles south 70° 50' west a distance of 864 feet to a point; thence at right angles south 19° 10' east a distance of 375 feet to a point; thence at right angles north 70° 50' east a distance of 570 feet to the point or place of beginning, containing an area of 324,000 square feet, together with improvements located thereon.

The lands hereinabove described being shown on the map or plat attached hereto, marked "Exhibit B," and made a part of this agreement.

Except as herein specifically amended, all of the terms and conditions in said lease of September 5, 1940, shall remain in full 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, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

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

BENSON LUMBER COMPANY Lessee
By FRANK C. LYNCH

President
(SEAL)

I hereby approve the form of the foregoing Agreement for Modification of Lease this 26th day of March, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL
Assistant City Attorney

Drawing No. 93-B-2

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Modification of Tideland Lease; being Document No. 337896.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Tatten 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 14th day of April, 1942.

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.

Total amount of premium charged, \$5.00.

(SEAL) ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales
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,)
County of San Diego,) ss

On this 14th day of April, in the year nineteen hundred forty-two, 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 18 day of April, 1942.
JACOB WEINBERGER City Attorney
By MOREY S. LEVENSON

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 76650 passed and adopted on the 7th day of April, 1942, 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

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 2.

THIS AGREEMENT, made and entered into this 21st day of April, 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:

HART DRIVE, for its entire length;

ARGOS DRIVE, for its entire length;

ALDER PLACE, for its entire length; and

JEFFERSON STREET, between the westerly line of Talmadge Park Unit No. 2 and its termination in Alder Place.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1942, to-wit, to and including March 31, 1943.

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 17, 1942, 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 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. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales.

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

THE CITY OF SAN DIEGO
FRED W. SIMPSON P. L. BENBOUGH
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 18 day of April, 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 Talmadge Park Lighting District No. 2; being Document No. 337901.

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

WHEREAS, Frank E. Melcher is the owner of Lot 10 Block B of Presidio Hills;

NOW, THEREFORE, this agreement, signed and executed this 10th day of April, 1942, by Frank E. Melcher that he will, for and in consideration of the permission granted to remove 32 feet of curbing on Presidio Drive between Arista Street and Marilouise Way, 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.

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

FRANK E. MELCHER
2476 Presidio Drive

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

On this 10th day of April, A.D. Nineteen Hundred and forty-two, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank E. Melcher known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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

I HEREBY approve the form of the foregoing agreement this 10 day of April, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 23 1942 46 min. past 4 P.M. in Book 1326 at page 481 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 removal agreement from Frank E. Melcher; being Document No. 337733.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patton 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 14th day of April, 1942.

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 and ADAMS AVENUE, within the limits and as particularly described in Resolution of Intention No. 75936, adopted by the City Council January 6, 1942, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Gas & Electric Company or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice President in Charge of Sales
Principal

(SEAL) ATTEST: J. A. CANNON
Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By R. B. HILL

Resident Vice-President

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

Surety

I hereby approve the form of the foregoing Undertaking this 18 day of April, 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. 76662 passed and adopted on the 7th day of April, 1942, require and fix the sum of \$210.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of the City of San Diego

STATE OF CALIFORNIA,

County of San Diego.

} ss

On this 14th day of April, in the year nineteen hundred forty-two, 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

CONTRACT FOR STREET LIGHTING.

Talmadge Park Lighting District No. 3

THIS AGREEMENT, made and entered into this 21st day of April, 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:

44TH STREET, between the southerly line of Talmadge Park Unit 3 and its termination in Highland Avenue;

HIGHLAND AVENUE, between the southerly line of Talmadge Park Unit 3 and its termination in 44th Street;

45TH STREET, between the northerly line of Monroe Avenue and the southerly line of Lot 464, Talmadge Park Unit 3;

MAX DRIVE, for its entire length;

MONROE AVENUE, between Fairmount Avenue and 47th Street;

47TH STREET, between Monroe Avenue and the northerly line of Talmadge Park Unit 3;

NORMA DRIVE, for its entire length;

CONSTANCE DRIVE, for its entire length;

NATALIE DRIVE, for its entire length; and

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

Such furnishing of electric current shall be for a period of one year from and including April 1, 1942, to-wit, to and including March 31, 1943.

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 17, 1942 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 Dollars (\$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 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.

(SEAL) ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales.

(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 18 day of April, 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 Talmadge Park Lighting District No. 3; being Document No. 337902.
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, James Kopecky and Frances Kopecky are the owners of Lot 748 Talmadge #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 26 day of March, by-----that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on 4743 Norma Drive adjacent to the above described property, bind James Kopecky and Frances Kopecky to, and known hereby by these presents agree 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.

James Kopecky further agrees that this agreement shall be binding on him 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 KOPECKY
FRANCES KOPECKY

(Address)

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 31st day of March, A.D. Nineteen Hundred and forty-two, before me, B. M. Gibson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James Kopecky and Frances Kopecky 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) Notary Public in and for the County of San Diego,
My Commission expires May 19, 1943 State of California

I hereby approve the form of the foregoing Agreement this 20th day of April, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED APR 23, 1942, 46 min. past 4 P.M. in Book 1326 at page 481 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 removal agreement from James and Frances Kopecky; being Document No. 337920.
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, Elsie W. Sullivan is the owner of Lots 23 & 24 Block 463 N Ex Hortons Add. 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 remove, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 17th day of April 1942, by Elsie W. S Sullivan that she will, for and in consideration of the permission granted her to remove 22 feet of curbing on West Pennsylvania Street adjacent to the above described property, bind herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs hereso to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

Elsie W. Sullivan 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.

ELSIE W. SULLIVAN
836 W. Penn Ave.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 17th day of April, A.D. Nineteen Hundred and forty-two, before me, Sybil I. Cockett a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elsie W. Sullivan 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 1, 1944 State of California

SYBIL I. COCKETT

I hereby approve the form of the foregoing agreement this 23rd day of April, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 30 1942 30 min. past 9 A.M. in Book 1331 at page 308 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 Elsie W. Sullivan; being Document No. 338021.

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

WHEREAS, C. V. Malone is the owner of Lot D in Block 28 New San Diego;

NOW, THEREFORE, this agreement, signed and executed this 18th day of April, 1942 by C. V. Malone that he will, for and in consideration of the permission granted to remove 15 feet of curbing on Columbia Street between Market and "G", 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.

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

C. V. MALONE
418 - 10th Ave. San Diego

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

On this 18th day of April, A.D. Nineteen Hundred and 42, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. V. Malone known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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

(SEAL) Notary Public in and for the County of San Diego,
My commission expires Aug. 28, 1942. State of California

I HEREBY approve the form of the foregoing agreement this 23rd day of April, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED APR 30 1942 30 min. past 9 A.M. in Book 1337 at page 280 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 C. V. Malone; being Document No. 338022.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

NOTICE OF RENEWAL OF LEASE FOR THE CITY OF SAN DIEGO,
A MUNICIPAL CORPORATION

N.B. To be served on, and a copy left with, the Lessor on or before April 30, 1942 in accordance with the terms of the lease and in no event later than the end of the business day of June 30, 1942.

THE UNITED STATES OF AMERICA
TO THE CITY OF SAN DIEGO, a Municipal Corporation

You are hereby notified that under the provisions of paragraph 5, of Lease No. W7034 qm-133 dated August 23, 1941, between the United States of America and The City of San Diego, a Municipal Corporation, San Diego, California for 0.9 acres, m/1 of Pueblo Lot 1311 at San Diego, California the United States of America elects to renew and extend for one fiscal year from and after July 1, 1942, and by these presents does extend and renew for such term the said Lease No. W 7034 qm-133, 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, 1942, and ending June 30, 1943.

THE UNITED STATES OF AMERICA
By R. B. DAUGHERTY

R.B. Daugherty, 1st Lt., Corps of Engineers,
Contracting Officer

Receipt of the above notice is acknowledged this 20th day of April, 1942.
THE CITY OF SAN DIEGO Lessor
By WALTER W. COOPER

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal of Lease on Portion of Pueblo Lot 1311 by the United States of America, being Document No. 338037.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

NOTICE OF RENEWAL OF LEASE FOR LAND (REPLACEMENT CENTER)

N.B.-To be served on, and copy left with, the Lessor on or before April 30, 1942 in accordance with the terms of the lease and in no event later than the end of the business day of June 30, 1942.

THE UNITED STATES OF AMERICA
To THE CITY OF SAN DIEGO

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 in San Diego County, California the United States of America elects to renew and extend for one fiscal year from and after July 1, 1942, 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, 1942, and ending June 30, 1943.

THE UNITED STATES OF AMERICA

By R. B. DAUGHERTY

R. B. Daugherty, 1st Lt., Corps of Engineers,
Contracting Officer

Receipt of the above notice is acknowledged this 20th day of April, 1942.

CITY OF SAN DIEGO Lessor

By WALTER W. COOPER

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal of Lease by United States of America on 710 acres of City land used for Replacement Center; being Document No. 338038.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That WALTER H. BARBER, 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 FIVE THOUSAND EIGHTY-ONE Dollars (\$5081.00), 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 17th day of April, 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 construction of the University Heights By-pass and the University Avenue tie-in, 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.

WALTER A. BARBER

ATTEST: HELENE TUTTLE

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
By GEO. H. MURCH, Attorney in Fact
Surety

ATTEST: MAY SHANNON

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 17th day of April, before me, Marston Burnham, in the year one thousand nine hundred and forty-two, 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

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

I hereby approve the form of the within Bond, this 18th day of April, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 20th day of April, 1942.

WALTER W. COOPER

City Manager

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That Walter H. Barber 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 TEN THOUSAND ONE HUNDRED SIXTY-ONE Dollars (\$10,161.00), 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 17th day of April, 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 construction of the University Heights By-pass and the University Avenue tie-in, 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. 336964, 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 Ten Thousand One Hundred Sixty-one Dollars (\$10,161.00), 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 name; and the said surety has caused these presents to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

WALTER H. BARBER

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)

By GEO. H. MURCH, Attorney in Fact
Surety

ATTEST: MAY SHANNON

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 17th day of April, before me, Marston Burnham, in the year one thousand nine hundred and forty-two, 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

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

I hereby approve the form of the foregoing Bond, this 18th day of April, 1942

JACOB WEINBERGER, City Attorney,

By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing Bond this 20th day of April, 1942.

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 17th day of April, 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 WALTER H. BARBER, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The construction of the University Heights By-pass and the University Avenue tie-in, 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. 336964, on file in the office of the City Clerk of said City.

Said contractor agrees to do and perform all of said work at and for the following price, to-wit: \$20,321.75; and if required by the City will perform all or any part of the following work at the unit prices stated, to-wit:

Hand excavation (including disposal of surplus material)	approx. 280 cu.yds.	
	Price/Cubic Yard	\$10.00
Machine excavation (including disposal of surplus material)	approx. 800 cu. yds.	
	Price/Cubic Yard	\$ 3.00
Sand backfill (in place)	approx. 370 cu. yds.	
Dirt backfill (" ")	265 " "	
	Price/Cubic yard	\$ 3.00
Breaking pavement	" 3680 sq. ft.	
	Price/Cubic Yard	\$ 1.00
	Price/Square Ft.	\$ 0.40
36" straight pipe (furnished, laid and connected)	approx. 661 lin. ft.	
	Price/Lin. Ft.	\$ 9.75
48" straight pipe (furnished, laid and connected)	approx. 235 lin. ft.	
	Price/Lin. Ft.	\$18.00
36" curved pipe 5° (furnished, laid and connected)	approx. 64 lin. ft.	
	Price/Lin. Ft.	\$10.00
48" curved pipe 5° (furnished, laid and connected)	approx. 48 lin. ft.	
	Price/Lin. Ft.	\$20.00

Said contractor agrees to commence said work within ten 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 forty-five 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: \$20,321.75, together with payments at the unit prices stated for such portions of the following work as the City may require the contractor to perform:

For hand excavation (including disposal of surplus material)	approx. 280 cu. yds.	Price/Cubic Yard	\$10.00
For machine excavation (including disposal of surplus material)	approx. 800 cu. yds.	Price/Cubic Yard	\$ 3.00
For sand backfill (in place)	approx. 370 cu. yds.	Price/Cubic Yard	\$ 3.00
For dirt backfill (" ")	265 " "	Price/Cubic Yard	\$ 1.00
For breaking pavement,	approx. 3680 sq. ft.	Price/Square Ft.	\$ 0.40
For 36" straight pipe (furnished, laid and connected)	approx. 661 lin. ft.	Price/Lin. Ft.	\$ 9.75
For 48" straight pipe (furnished, laid and connected)	approx. 235 lin. ft.	Price/Lin. Ft.	\$18.00
For 36" curved pipe 5° (furnished, laid and connected)	approx. 64 lin. ft.	Price/Lin. Ft.	\$10.00
For 48" curved pipe 5° (furnished, laid and connected)	approx. 48 lin. ft.	Price/Lin. Ft.	\$20.00

said sum to be paid as follows:

Upon completion of the work above described, and the acceptance of the same by the Engineer of The Water Distribution Department 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 herein-after 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 Engineer of Water Distribution 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 Engineer of the Water Distribution Department 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, workman 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>Rate per 8-hour day</u>
Blademen	\$ 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
Pipelayers	8.00
Powdermen	8.00
Pumpmen	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 day of 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 Engineer of the Water Distribution Department of said City 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. 76644 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

WALTER H. BARBER

I hereby approve the form of the foregoing contract, this 18th day of April, 1942.

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 W. H. Barber for construction of University Heights By-Pass and University Avenue Tie-in; being Document No. 337932.

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

By Francis T. Patton August

L E A S E

THIS INDENTURE, made in duplicate, this 1st day of March, 1942, 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,

W I T N E S S E T H

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 the 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, 1942, 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 increases the rate of insurance.

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

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

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

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

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 that 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.

A. A. GOETHALS

Lessor

THE CITY OF SAN DIEGO

WALTER W. COOPER

City Manager

Approved as to form JACOB WEINBERGER, City Attorney

By H. B. DANIEL

Asst. City Attorney

STATE OF CALIFORNIA

County of Los Angeles

} ss

On this 14th day of April, 1942, 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.

ELLA SCOTT

(SEAL)

Notary Public in and for Los Angeles County,

State of California

My commission expires April 21, 1945

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between A. A. Goethals and the City of San Diego; being Document No. 338039.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That KIMBALL-KROGH PUMP COMPANY DIVISION OF FOOD MACHINERY CORP. 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 THOUSAND EIGHT HUNDRED THIRTY DOLLARS (\$2,830.00) 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 22nd day of April, 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:

- 2 - 8", 2000 G.P.M. 25' head, pumps
- 2 -12", 4000 G.P.M. 25' head, pumps
- 3 -12", 6000 G.P.M. 27' head, pumps
- 1-1 1/4" 45 G.P.M. 50' head, pump

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.

KIMBALL-KROGH PUMP COMPANY DIVISION OF FOOD MACHINERY CORP.

VERNON EDLER Vice Pres.

ATTEST: A. W. DIESMAN Asst. Sec'y.

Principal (SEAL)

Countersigned by H. G. MALM, Atty in-Fact, 201 Broadway, San Diego.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By W. M. WALKER Attorney in Fact
Surety (SEAL)

ATTEST: THERESA FITZGIBBONS Agent

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, A.W.Diesman, certify that I am the Assistant Secretary of the corporation named as principal in the within bond; that Vernon Edler who signed the said bond on behalf of the principal, was then Vice President of said corporation; that I know his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed, and attested for and in behalf of said corporation by authority of its governing body.

A. W. DIESMAN (CORPORATE SEAL)

STATE OF CALIFORNIA,

County of Los Angeles

} ss

On this 22nd day of April, 1942, 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 February 18, 1946

I hereby approve the form of the within Bond, this 24th day of April, 1942.

JACOB WEINBERGER City Attorney

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

I hereby approve the foregoing bond this 24th day of April 1942.

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 24th day of April, 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 herein-after sometimes designated as the City, and Kimball-Krogh Pump Company Division of Food Machinery Corp., 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 - 8" pumps, 2000 G.P.M., 25' head
- 2 - 12" " 4000 G.P.M., 25' "
- 3 - 12" " 6000 G.P.M., 27' "
- 1 - 1-1/4" pump 45 G.P.M., 50' "

In accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 336909; provided, however, that motors may be furnished with either standard oil or grease lubrication.

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

2 - 8" pumps	@ \$1020.00 each	\$2040.00
2 -12" " 25' head	@ \$1618.94 "	\$3237.88
3 -12" " 27' "	@ \$1836.00 "	\$5508.00
1 -1-1/4" pump 50' "	@ \$ 203.00	\$ 203.00

\$ 10988.88

Plus California State Sales Tax

329.67

\$ 11318.55

Said contractor agrees to complete delivery of said material within sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Eleven Thousand Three Hundred Eighteen and 55/100 Dollars (\$11,318.55), 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 with held 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.76643 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
KIMBALL KROGH PUMP COMPANY
Division of Food Machinery Corp.
301 West Avenue 26
Los Angeles, California (SEAL)
VERNON EDNER Vice Pres.
Contractor

ATTEST: A. W. DIESMAN Asst. Secy.

I hereby approve the form and legality of the foregoing contract this 24th day of April, 1942.

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 Kimball Krogh Pump Co. Division of Food Machinery Corp. for sewage and trash pumps; being Document No. 338071.

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

WHEREAS, Mrs. Gurina Marquardt is the owner of North 50' of lot 1, Block 17, of Scripps Addition;

NOW, THEREFORE, this agreement, signed and executed this 20 day of April, 1942, by Mrs. Gurina Marquardt that she will, for and in consideration of the permission granted to remove 30 ft. of curbing on 711 Fern Glen between Eads and Draper, 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 times 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.

And further agrees 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.

MRS. GURINA MARQUARDT
7419 Cuyler, La Jolla

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

On this Apr 21 1942, A.D. before me, Howard F. Rowe, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Gurina Marquardt known to me to be the person described in and whose name-----subscribed to the within instrument, and acknowledged to me that-----executed the same.

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

(SEAL)
My commission expires Feb. 4, 1943
I HEREBY approve the form of the foregoing agreement this 24th day of April, 1942.
Notary Public in and for the County of San Diego,
State of California
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 30 1942 30 min. past 9 A.M. in Book 1337 at page 282 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 Mrs. Gurina Marquardt; being Document No. 338080.

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, The Dennstedt Co. is the owner of Lot 11 Block 1 Pac.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 24 day of April 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 1804 Oliver St. adjacent to the above described property, binding 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 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. M. S. Dennstedt
4110 El Cajon

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

On this 24th day of April, A.D. Nineteen Hundred and Forty two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. S. Dennstedt, Asst. Sec'y of The Dennstedt 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)
My commission expires Nov. 10, 1943

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

I HEREBY APPROVE the form of the foregoing Agreement this 24th day of April, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 30 1942 30 min. past 9 A.M. in Book 1337 at page 284 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 The Dennstedt Co.; being Document No. 338081.

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, The Dennstedt Co. is the owner of Lots 21 & 22 Block 216 Pac. 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 24 day of April 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 1776 Hornblend adjacent to the above described property, binding 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 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. M. S. DENNSTEDT
4110 El Cajon

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

On this 24th day of April, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. S. Dennstedt, Ass't. Sec'y of the Dennstedt 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)
My commission expires Nov. 10, 1943

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

I HEREBY APPROVE the form of the foregoing Agreement this 24th day of April, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 30 1942 30 min. past 9 A.M. in Book 1337 at page 285 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 The Dennstedt Co., being Document No. 338082.

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

WHEREAS, Glenn H. and Dorothy McDonald are the owners of Lots 13, 14, 15 Block 17 of Loma Alta;

NOW, THEREFORE, this agreement, signed and executed this 27th day of April, by Dorothy McDonald that she will, for and in consideration of the permission granted to remove 30 & 14 feet of curbing on Bolinas Street between Voltaire Street and Green Street, adjacent to the above described property, bind herself to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees 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.

MRS. DOROTHY MC DONALD
4420 Voltaire Street

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

On this 27th day of April, A.D. Nineteen Hundred and forty two, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dorothy McDonald 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.

AUGUST M. WADSTROM

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

My commission expires August 5, 1945

I HEREBY approve the form of the foregoing agreement this 29th day of April, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK,

Deputy City Attorney

RECORDED APR 30 1942 30 min. past 9 A.M. in Book 1340 at page 257 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 removal agreement from Glen H. and Dorothy McDonald; being Document No. 338191.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Ryan Deputy

A G R E E M E N T

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

WHEREAS, Mrs. Thomas Ryan is the owner of Lot 10 Block 17 of Unit #1 La Jolla Shores;

NOW, THEREFORE, this agreement, signed and executed this 27th day of April 1942, by Mrs. Thomas Ryan that she will, for and in consideration of the permission granted to remove 16 feet of curbing on 8448 La Jolla Shores Drive between Camino Del Collado and Camino Del Oro, 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.

And further agrees 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.

MRS. THOMAS RYAN

(Address)

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

On this 27th day of April, A.D. Nineteen Hundred and forty-two, before me, Fred C. Corey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Thomas Ryan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

FRED C. COREY

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

My commission expires Oct. 30, 1942.

I HEREBY approve the form of the foregoing agreement this 30th day of April, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED MAY 8 1942 35 min. past 11 A.M. in Book 1334 at page 497 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.

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 Mrs. Thomas Ryan; being Document No. 338217.

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

WHEREAS, Dr. Peter Van Winkle is the owner of Lot 6 Block 1, of Amalfi Addition;

NOW, THEREFORE, this agreement, signed and executed this 27th day of April 1942, by Dr. Peter Van Winkle that he will, for and in consideration of the permission granted to remove 24 feet of curbing on Torrey Pines Rd. between Coast Blvd. and Princess St., 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.

And further agrees 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.

PETER VAN WINKLE M.D.

1640 Torrey Pines Road

STATE OF CALIFORNIA

County of San Diego

} ss

On this 27th day of April, A.D. Nineteen Hundred and forty-two, before me, Mildred C. B. Wells, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Peter Van Winkle, 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 La Jolla San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires March 20, 1945

MILDRED C. B. WELLS
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 30th day of April, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 8 1942 35 min. past 11 A.M. in Book 1345 at page 180 of official records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

M. L. PAIGE

Copyist County 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 Dr. Peter Van Winkle; being Document No. 338218.

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 7th day of August, 1942, by and between the STATE PARK COMMISSION OF CALIFORNIA, party of the first part, hereinafter designated as "Commission" and THE CITY OF SAN DIEGO, a municipal corporation, organized and existing under and by virtue of the laws of the State of California, and acting by and through a majority of the members of its Council, hereinafter called the "City", party of the second part,

W I T N E S S E T H

WHEREAS, the said Commission has acquired certain real property in The City of San Diego as a part of its State Park System, which said real property is hereinafter more particularly described; and

WHEREAS, said Commission is permitted and authorized under the laws of the State of California to contract with cities and counties for the care, maintenance and control, for the purposes of the State Park System, of any real property owned or acquired by said Commission for park purposes; and

WHEREAS, it is the opinion of said Commission that a more advantageous use, care, maintenance and control of said real property hereinafter described, for the purposes of said State Park System, will be had and obtained if said real property is controlled, maintained and developed for a playground and recreational and amusement center, and public beach for recreational purposes, and, to that end, that the use, care, maintenance and control of said real property, for the purposes of the State Park System, be placed under the jurisdiction of said City and the expense of said care, maintenance and control be borne by the said City; and

WHEREAS, said City is desirous of having the care, maintenance and control of said real property for the purpose of same as aforesaid;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree as follows, to-wit:

That said City shall have, for a period of five (5) years from and after the date hereof, the care, maintenance and control of the real property herein described, together with all of the tenements, hereditaments and appurtenances thereunto appertaining, for the purposes of the State Park System, and to that end said City shall thereupon and during said period of years have jurisdiction of and over said property for the purposes of developing, maintaining, controlling, using and operating the same as and for a playground and recreational center and public beach for recreational purposes.

That said Commission, its successor, or such officer or person having authority to act in that behalf, if thereto requested, shall and will grant a further period or term of five (5) years for the use, control and management of said premises, upon the same conditions and covenants herein contained, and that said Commission, its successor, or

such officer or person having authority to act in that behalf, if thereto requested, shall and will grant other and further five-year periods or terms for the use, control and management of said premises, upon the same terms, conditions and covenants herein contained, if requested by the City so to do. It is the intent and purpose of this lease, and the Commission hereby covenants and agrees, in consideration of the faithful performance by said City of all of the terms and conditions on its part to be performed, to grant to the City the option of successive five-year period extension of the term of this lease, to the end that said City, if it should so desire, may continue in the use, control and management of the within described premises for a total period of not to exceed forty-five (45) years from and after the date of the execution of this lease.

That during said period of time said City shall pay or cause to be paid all and singular the costs of developing, maintaining, controlling, using and operating said real property for said purposes and said Commission shall not during said period be called upon or be liable for the cost of said development, maintenance, control, use or operation, or for any part or portion thereof.

That while said City develops, maintains, controls, uses and operates said real property as and for said recreational purposes, the same shall at all times be accessible and subject to the use and enjoyment of the citizens of the State of California and of all other persons permitted to use and enjoy the same, subject, however, in the matter of such use and enjoyment, to the jurisdiction of said City in conformity with this Agreement.

That said City, for and during said term, or the renewal thereof, if any, unless this Agreement is sooner terminated, does hereby agree to operate said property as and for a playground, recreational and amusement center, and public beach for recreational purposes, and for no other purpose.

That said City shall have the right to grant concessions in or upon said premises which are in keeping with the objects and purposes of said Park, as hereinbefore indicated.

That said City agrees to keep said premises and the buildings thereon in as good state and condition as the same are now, reasonable use and wear thereof and damage by the elements excepted, provided, however, that in the event said buildings the furnishings therein, machinery or other equipment therein, shall be damaged or destroyed either by fire or any other cause whatever, negligence of the duly authorized and designated agents of said City alone excepted, the City shall not be liable for the payment or restoration thereof;

IT IS FURTHER AGREED that said City shall not be liable for the payment of any liens whether or not such liens have now accrued or may accrue during the term, unless the same were caused by it or suffered to be made on account of its care, management and control of said property.

That said Commission, its successor, or such officer or person having authority to act in that behalf, if thereto requested, ninety (90) days before the expiration of the term herein specified, shall and will grant a further period, or term, of five (5) years for the use, control and management of said premises, upon the same conditions and covenants herein contained.

That whenever notice is required to be given by the City in compliance with the provisions of this agreement, such notice, when deposited in the United States Post Office, or any of its branches or mailing receptacles in The City of San Diego for mailing, addressed to said Commission, at San Francisco, California, shall be deemed a sufficient compliance.

IT IS FURTHER UNDERSTOOD AND AGREED between the parties hereto that this Agreement is subject to all the provisions of the Charter of said City and the general laws thereunto appertaining.

Said real property consists of the following tract or parcel of land situate, lying and being in The City of San Diego, County of San Diego, State of California, bounded and described as follows:

PARCEL NO. 1

Beginning at a point (at the intersection of the south line of Prado with the west line of the West Drive - also known as West Way of Mission Boulevard), which bears south 22° 18' 30" east a distance of 910.25 feet from the southwest corner of Block 96, Mission Beach, California, according to Map No. 1809, filed in the County Recorder's Office, San Diego County, California, as the true point of beginning; thence from the true point of beginning south 87° 12' west 446.33 feet to the westerly side of the seawall, and thence continuing to the mean high tide line; thence northerly along the mean high tide line to the point of intersection with the southerly line of Ventura Place produced westerly; thence north 87° 12' east along the said southerly line of Ventura Place produced westerly and the southerly line of Ventura Place to its intersection with the west line of the West Drive of Mission Boulevard; thence in a southerly direction along said west line of the West Drive of Mission Boulevard to the true point of beginning.

TOGETHER with any and all buildings and improvements thereon (except the Giant Dipper or Roller Coaster and structures thereunder, and except the Roller Skating Rink Building), and all furniture, fixtures, machinery and equipment situated therein, and which is owned by the Mission Beach Company, and the appurtenances thereto, and the reversion and reversions, remainder and remainders, rents, issues, incomes and profits thereof.

SUBJECT, however, to all leases, conditions and reservations contained in that certain conveyance executed by Mission Beach Company, a corporation, to the State of California, dated July 5, 1934, and recorded in Book 323 of Deeds, at page 340 et seq., Official Records of San Diego County, California.

PARCEL NO. 2

Beginning at the intersection of the north line of the subway with the west line of the West Drive (known also as West Way) of Mission Boulevard which point bears south 23° 40' 05" east a distance of 852.23 feet from the southwest corner of Block 96, Mission Beach, California, according to Map No. 1809, filed in the County Recorder's Office, San Diego County, California, as the true point of beginning; thence from the true point of beginning north 87° 12' east 16.83 feet to a point on the east line of the West Drive of Mission Boulevard; thence north 2° 48' west along the said east line of the West Drive of Mission Boulevard 40.25 feet to a point; thence north 87° 12' east 92.56 feet to a point; thence south 73° 3' east 35.92 feet to a point; thence north 87° 12' east 37.20 feet to a point; thence south 2° 48' east 28.83 feet to a point; thence north 87° 12' east 131.85 feet to the intersection with the mean high tide line, as shown on Miscellaneous Map No. 72, filed in the County Recorder's Office, San Diego County, California; thence along the said mean high tide line south 10° 57' east 27.74 feet to a point; thence south 87° 12' west 158.70 feet to a point; thence south 8° 32' west 9.25 feet to a point on the easterly line of the East Ramp; thence along the easterly line of the East Ramp south 2° 48' east 189.75 feet to the southeast corner of the said East Ramp; thence south 87° 12' west 138 feet to a point on the east line of the West Drive of Mission Boulevard; thence along the said east line of the West Drive of Mission Boulevard north 2° 48' west 198.9 feet to an intersection of the south line of the subway with the east line of the West Drive of Mission Boulevard; thence south 87° 12' west 16.83 feet to an intersection of the west line of the West Drive of Mission Boulevard with the south line of Subway; thence north 2° 48' west 27.20 feet to the true point of beginning.

TOGETHER with any and all buildings and improvements thereon not hereafter specifically excepted, and except machinery in the sub-station owned by San Diego Consolidated Gas and Electric Company.

EXCEPTING THEREFROM, that portion of the above described property lying within the 35 foot strip of land shown on Map No. 1651 of Mission Beach on file in the office of the County Recorder of said County as "Right of Way of Bay Shore Railroad Company (Private Property)," said 35 foot strip now including the operative right of way of the San Diego Electric Railway Company, the center line of said 35 foot strip being the center line of the San Diego Electric Railway Company's double track as now located and further described as being parallel to and midway between the east and west drives of Mission Boulevard.

EXCEPTING, also, the street railway tracks, side tracks, poles and overhead construction of San Diego Electric Railway Company as now existing situated on said conveyed premises, together with the perpetual right and easement of San Diego Electric Railway Company hereafter to maintain said reserved operative street railway property and all necessary replacements and renewals thereof on said premises and to operate its street railway thereon; and excepting and reserving an easement to the general public for access to the street railway waiting platform in the same manner as such access at present exists.

PARCEL NO. 3

A portion of Pueblo Lot 1803 of the Pueblo Lands of San Diego, California, according to map thereof made by James Pascoe in the year 1870, a copy of which is filed in the office of the County Recorder of San Diego County, California, more particularly described as follows, to wit: Beginning at the intersection of the southerly line of Ventura Place and the westerly line of Ocean Front Walk as shown on Map 1809 of Mission Beach, California, filed in the office of the County Recorder of San Diego County, California; thence northerly along the westerly line of Ocean Front Walk and its northerly prolongation to the northerly line of an unnamed Alley lying northerly of Blocks 247 and 248 of said Mission Beach, said northerly line of said unnamed Alley being also the southerly boundary line of Block 389 of Pacific Beach, as shown on said Map 1809; thence westerly along the westerly prolongation of the northerly line of said unnamed Alley to the mean high tide line; thence southerly along the mean high tide line to its intersection with the westerly prolongation of the southerly line of Ventura Place; thence easterly along the westerly prolongation of the southerly line of Ventura Place to the point of beginning.

EXCEPTING from the foregoing described parcel of land that portion granted to The City of San Diego for seawall construction and described in Deed to the said City of San Diego, dated October 9, 1926, and recorded in Book 1221 of Deeds, at page 475 of the Records of San Diego County, California.

IT IS UNDERSTOOD AND AGREED between the parties hereto that certain leases and agreements have heretofore been entered into respecting said Mission Beach Amusement Center, and that said property was acquired from the Mission Beach Company subject thereto. The following are the leases and agreements:

(a) Lease dated August 29, 1924, between Mission Beach Company, lessor, and Edward A. Kickham, lessee, for a term of Fifteen (15) years, expiring August 29, 1939, covering the Roller Skating Rink; said lease was modified by a written agreement dated April 23, 1936.

(b) Lease dated the 21st day of February, 1925, between Mission Beach Company and Prior and Church, a copartnership, for a term of Fifteen (15) years, expiring on February 21, 1940, which lease was assigned on August 13, 1926, by said lessees to Mission Beach Coaster Company a corporation; said lease covers a concession known as the Roller Coaster or Giant Dipper;

(c) Agreement dated November 29, 1925, between Mission Beach Company and Prior and Church, covering the operation of a miniature railroad.

(d) Concession agreement between the State Park Commission and Ernest Pickering, dated June 1, 1935.

IN WITNESS WHEREOF, this Agreement is executed by said Commission on behalf of the State of California, and by the City, acting by and through a majority of the members of the Council of said City, pursuant to Resolution No. 75985, adopted by said Council on the 13th day of January, 1942.

ATTEST: J. H. COVINGTON
Secretary

STATE PARK COMMISSION OF CALIFORNIA
By MATTHEW M. GLEASON
Chairman

APPROVED: KENNETH I. FULTON
Kenneth I. Fulton, Director
Department Natural Resources

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

APPROVED AS TO BUDGET: D. O. BLOOD
Departmental Accounting Officer

ATTEST: FRED W. SICK
City Clerk

(SEAL)

I hereby approve the form of the foregoing Agreement this 26th day of March 1942.

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 State Park Commission of California covering State Park Lands in Mission Beach; being Document No. 338206.

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

By Francis T. Patten Deputy

PROJECT AGREEMENT - 1942 FISCAL YEAR

THIRD 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,

WITNESS, THAT, WHEREAS, a second supplemental memorandum of agreement for expenditure of funds accruing during the fiscal year ending June 30, 1942, 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 March 24, 1942, and by the Department March 28, 1942, providing for the work described herein as projects 5(a), 5(b), 9(a), and 10; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to reduce the funds budgeted for construction under project 7 of the 1941 agreement by the amount of \$6,000.00, and to revise the limits of project 8 and provide additional funds therefor;
 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, and construct bridges:	
(a)	Work by Department		Surveys and plans (additional amount)	\$ 1,000.00
			Construction (additional amount)	31,679.25
(b)	Work by City		Acquire right of way (additional amount)	25,000.00
8	Harbor Drive, from Market St. to south city limits at Division St.	4.00	Acquire right of way (additional amount)	6,000.00
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)	11,192.23
10	Road XI-SD-198-H, realignment at San Vicente Dam		Grade and pave	109,693.75
Total				\$184,565.23

ARTICLE II. SURVEYS AND PLANS

The Department will make the surveys and plans designated in project 5(a).

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 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.

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), 9(a), and 10, 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), 9(a), and 10, 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), 9(a), and 10, will be charged for at the rental rates established by the Department.

ARTICLE V. FUNDS

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

Unexpended by reduction of amount budgeted for construction under project 7	\$6,000.00
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	\$184,565.23

The amount of \$184,565.23 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 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 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 set forth herein, after deducting therefrom any expenditures made or to be made by the Department for projects 5(a), 9(a), and 10, are fully discharged.

The Department will pay the cost of the work described in projects 5(a), 9(a), and 10 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) 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 show also 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), 9(a), and 10, 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 23rd day of April, 1942, and the Department on the 27th day of April, 1942.

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

CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

Approval recommended:
FRANK B. DURKEE
Attorney

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By G. T. MCLOY
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 Third Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax for Streets of Major Importance; being Document No. 338226.

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

WHEREAS, Stanley Cook is the owner of Portion of lots 15-17-18, Block 9, of First addition of South La Jolla;

NOW, THEREFORE, this agreement, signed and executed this 27th day of April 1942, by Stanley Cook that he will, for and in consideration of the permission granted to remove 16 ft. of curbing on 7145 Monte Vista between Arenas St. and Fern Glen, 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.

And further agrees 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.

STANLEY COOK
7145 Monte Vista, La Jolla

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

On this 29th day of April, A.D. Nineteen Hundred and Forty-two, before me, Agnes G. Ells, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Stanley Cook known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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)

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

I HEREBY approve the form of the foregoing agreement this 2nd day of May, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 8 1942 35 min. past 11 A.M. in Book 1334 at page 496 of official records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

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

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

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 Stanley Cook; being Document No. 338290.

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

By Francis T. Patton Deputy

THIS AGREEMENT, made and entered into this 29th day of April, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the City, first party, and WAYNE W. DAILARD and WARREN B. WORCESTER, second parties, WITNESSETH:

THAT WHEREAS, a certain agreement for the occupation of the Mission Beach Amusement Center was heretofore entered into between the City and second parties, including Curtis Coleman, dated the 14th day of May, 1940, a copy of which is on file in the office of the City Clerk under Document No. 321531, and recorded in Book 11, page 291, Records of said City Clerk, and extended to May 28, 1942, by agreement dated March 29, 1941, filed in the office of said City Clerk under Document No. 328454; and

WHEREAS, said City as first party, and Wayne W. Dailard, Warren B. Worcester and E. A. Wakelin, as second parties, did under date of the 29th day of April, 1942, enter into a new Concession and Operation Agreement for the operation of a portion of the premises in the Mission Beach Amusement Center; and second parties having by appropriate legal proceedings settled and determined between themselves and Curtis Coleman all rights and obligations arising out of the operation of said Amusement Center, and the said Curtis Coleman has no further interest, right or obligation under or by virtue of said contract dated May 14, 1940, or the extension thereof to May 28, 1942; and

WHEREAS, it is the intent and purpose of all parties hereto that upon the effective date of the Concession and Operation Agreement hereinabove referred to, to-wit, May 1, 1942, the same shall supercede in all respects the agreement of May 14, 1940, as extended to May 28, 1942;

NOW, THEREFORE, in consideration of the premises, it is mutually agreed as follows:

That from and after May 1, 1942, that certain agreement between the City as first party, and Wayne W. Dailard, Warren B. Worcester, and Curtis Coleman, as second parties, a copy of which is on file in the office of the City Clerk of said City under Document No. 321531, and extended to May 28, 1942, by agreement dated March 29, 1941, filed in the office of said City Clerk under Document No. 328454, shall terminate and be of no further force and effect, save and except that such termination shall not relieve second parties from the obligation to pay any sums that may be due and payable to the City thereunder prior to such termination.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, and said second parties have hereunto subscribed their names the day and year first hereinabove written.

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

WAYNE W. DAILARD
WARREN B. WORCESTER
Second Parties

I hereby approve the form and legality of the foregoing Agreement this 29th day of April, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement terminating Agreement with Wayne W. Dailard and Warren B. Worcester and Curtis Coleman for occupation of Mission Beach Amusement Center; being Document No. 338312.

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

By *Francis T. Stetten* Deputy

CONCESSION AND OPERATION AGREEMENT

THIS AGREEMENT, made and entered into this 29th day of April, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the City, first party, and WAYNE W. DAILARD, WARREN B. WORCESTER and E. A. WAKELIN, hereinafter sometimes designated as the Operators, second parties, WITNESSETH:

THAT WHEREAS, second parties are desirous of obtaining a concession from the City for the operation of a portion of the premises in Mission Beach Amusement Center (hereinafter called the "Amusement Center" or "Center"), at Mission Beach, in said City;

NOW, THEREFORE, in consideration of the matters and things hereinafter recited, the City does hereby grant to second parties, and second parties do hereby take and accept from the City, the concession to occupy and operate the premises and improvements (known as Mission Beach Amusement Center), described in that certain agreement dated August 7, 1937, between the State Park Commission of California and The City of San Diego, together with all amusement devices and equipment thereon or therein located belonging to the City, excepting:

- (a) Those parts or parcels leased to Edward A. Kickham for a skating rink;
- (b) Those parts or parcels leased to Mission Beach Roller Coaster Company, a corporation, for a roller coaster and miniature railroad; and
- (c) The bath house, including the swimming pool and its appurtenances. (The bath house, swimming pool and its appurtenances do not include rooms or spaces used by or for concessions separate and distinct from the operation of the swimming pool.)

The premises, improvements and amusement devices and equipment not so excepted constitute, and are hereinafter referred to as the "Concession."

The concession or rights hereby granted to second parties is upon the following terms and conditions:

(1) This concession shall be for a term beginning on the 1st day of May, 1942, and terminating on the 31st day of December, 1944.

(2) The operators shall pay to the City as compensation for the concession privileges hereby granted the sum of eleven thousand dollars (\$11,000.00) for the period from the 29th day of May, 1942, to the 31st day of December, 1942, which said sum shall be payable in four equal installments, payable June 1st, July 1st, August 1st and September 1st; provided, however, that in addition to such payments the operators shall expend the sum of not less than three thousand dollars (\$3,000.00) for permanent improvements in the ball room and amusement center premises on or before September 1, 1942. The work orders covering such improvements shall be subject to the approval of the City Manager of said City. In event the operators fail to make the said expenditure of three thousand dollars (\$3000.00) for permanent improvements in the ball room and amusement center premises by September 1, 1942, then the provision set forth in the immediately succeeding paragraph with respect to the percentage payments of fifty per cent (50%) of the gross receipts over and above thirty thousand dollars (\$30,000.00) shall be applicable.

(3) The operators shall pay to the City for the calendar years 1943 and 1944 eleven thousand dollars (\$11,000.00) each year, payable in five (5) equal installments, payable May 1st, June 1st, July 1st, August 1st and September 1st of each year during said term, together with an additional sum equal to fifty per cent (50%) of the gross receipts

over and above thirty thousand dollars (\$30,000.00) derived by the operators from the operation of said amusement center. For the purpose of this agreement the method of determining the gross receipts shall be as follows:

Gross receipts received by the operators from all sources not operated by them as principals, together with twenty per cent (20%) of the gross receipts in all cases where the operators operate as principals. Statements of receipts and payments of the percentage due the City under this paragraph must be made not later than the tenth day of the next succeeding month in which the percentage payments have accrued. The operators shall provide a system of accounts for operation of the premises and equipment granted to them hereunder separate and distinct from the system applying to any other enterprises operated by second parties. They shall furnish the City with a statement of gross receipts, certified by a certified public accountant for each year or portion of a year ending December 31st, within thirty (30) days thereafter, and also upon the expiration and termination of this agreement.

(4) The City will maintain the Amusement Center in good condition, and to that end will make all necessary repairs; provided, however, that should second parties desire to decorate, change or improve any of the structures to meet their requirements as such operators, the same shall be done at the cost and expense of the operators and not at the expense of the City; provided, further, that any such decorating, changing or improving shall first be approved by the City Manager.

(5) The City will pay for light and power not to exceed one hundred forty dollars (\$140.00) per month, and for water not to exceed sixty dollars (\$60.00) per month. All charges for light, power and water in excess of said amounts shall be paid by the operators.

(6) All Federal admission taxes must be collected and accounted for by the operators, and shall form no part or portion of the gross returns or revenues, as hereinbefore provided.

(7) The operators shall at their own expense maintain in a clean and sanitary condition all outside rest rooms (furnishing supplies therefor), streets, pavements and walks within the area shown on the map attached hereto, marked "Exhibit A," and made a part of this agreement, excepting therefrom Parcels A, B and C, as shown on said map.

(8) The City will furnish heat for the ball room for the sum of fourteen dollars (\$14.00) per day, after receiving written notice twenty-four (24) hours in advance of the date the heating service will be required.

(9) The operators shall at their own expense provide a watchman to patrol the grounds and punch time clocks in the manner provided for in the policy of insurance held by the City on the buildings in the amusement center.

(10) The operators agree to operate the premises and property covered by this agreement, or cause the same to be operated, continuously and uninterruptedly from May 29th to September 9th, 1942, and from May 1st to September 9th of each year thereafter during the term of this agreement, such period to be known as the "Season," and thereafter during the remainder of the term to operate or cause to be operated such parts of said premises as can be operated by them at a profit.

(11) In event the operators neglect to pay any of the charges for light, power and water payable by them under paragraph (5) hereof, upon presentation of bills therefor said charges shall be added to and become part of the compensation payable to the City by the operators, and shall bear interest at the rate of seven per cent (7%) per annum.

(12) The operators agree to maintain and operate the premises covered by this agreement at their own cost and expense, except as otherwise provided herein, and shall conduct the same for amusement purposes. The operators agree to maintain and operate, or cause to be maintained and operated, said amusement center and amusement devices and equipment at all times in conformity with the ordinances of The City of San Diego.

(13) Time is hereby declared to be of the essence of all of the terms, conditions and provisions of this agreement; and should any payment due to the City hereunder remain unpaid for a period of five (5) days after it becomes due, or should the operators fail to perform, keep or fulfill any of the other terms, provisions or conditions of this agreement in the manner herein specified, and such failure on their part should continue for ten (10) days after written notice thereof by the City, then and in either of such events the City may at its option at any time, at the expiration of said respective time limits and before such default is finally cured, re-enter and take possession of the premises and each and every part thereof and remove all persons therefrom, and/or terminate this agreement and all rights of the operators hereunder.

(14) The operators shall not sell, mortgage or assign this agreement or grant any concession privileges in the amusement center, without the written consent of the City Manager; provided, however, that the City shall exercise no discretion regarding the terms of concession agreements entered into by the operators.

(15) The operators shall not employ or use any person or persons known as hawkers, spielers or criers, or other noise-makers, as means of directing attention to the operators' business to the extent of creating a nuisance, and the operators shall not permit any intoxicated person to act as their employee, and shall, moreover, at all times cooperate with the Police Department of The City of San Diego in causing any intoxicated person or persons in or upon the premises operated by them to be promptly removed therefrom by the Police of said City.

(16) The operators shall not use, nor suffer or permit any person to use, in any manner whatsoever, the said premises, or any part thereof, or any buildings thereon, for any illegal, immoral or bawdy purposes, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, its officers and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the operators, their agents or employees.

(17) The operators shall within four (4) weeks after the termination of this agreement remove from the Center all their personal property, goods, chattels and effects, and on failure so to do the operators hereby authorize the City as their agent to consider said property, goods, chattels and effects to be abandoned by said operators and authorize the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

(18) The operators agree that no representation as to the condition of the premises has been made by said City, and that the operators have made a thorough inspection of said premises, and rely wholly on said inspection, and agree to accept them in the condition existing on the date hereof. The operators further agree to return the said premises to the City, at the expiration or other termination of this agreement, in as good condition as when received, reasonable wear and tear and damage by the elements excepted.

(19) All repairs, improvements, alterations, installations and construction in the said premises shall be subject to the approval of the City Manager, and all improvements of a permanent nature in or to the said premises shall revert to the City at the termination of this agreement.

(20) The City shall furnish and maintain all fire extinguishers, apparatus and appliances upon said premises at all times in good order and ready for immediate use, and shall instruct its employees in the proper use of such apparatus and appliances.

(21) The operators agree that should any building or structure upon the said premises be damaged by fire or any other cause whatsoever to a degree that prevents the operation thereof to the satisfaction of the City Manager, or during the season is commandeered or occupied by the armed forces of the United States, the City shall in such event grant a prorata reduction in the eleven thousand dollars (\$11,000.00) compensation provided to be paid in paragraphs (2) and (3) of this agreement, which reduction shall be based upon the revenue derived by the operators from such building or structure. If, however, such building or structure be damaged other than by fire as the result of some act or omission on the part of the operators, their employees or agents, the operators shall repair at their own cost and expense the building or structure so damaged, and upon the failure of the operators to make such repairs the City may, as agent of the operators, repair such damage at the cost and expense of the operators.

(22) The operators shall not use or store, or permit to be used or stored, on the said premises any substance, article or commodity in such a manner as to impair or render void any fire insurance upon any building or structure.

(23) The operators hereby expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the said premises, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the operators resulting from fire, water, tornado, civil commotion or riots; and the operators hereby expressly waive all rights, claims and demands, and forever release and discharge the said City and its officers and agents from any and all demands, claims, actions and causes of action arising from any of said causes.

(24) The operators hereby expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of said premises.

(25) The operators covenant to indemnify and hold harmless the City because of the violation by the operators, their agents or employees, of any law, ordinance, rule or regulation affecting or relating to the operation of said premises and/or because of any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, arising out of the operation of said premises, or the carelessness, negligence, or improper conduct of the operators, their agents or employees; and the operators shall reimburse the City, its officers and agents, for all expenses, costs or judgments arising therefrom.

(26) The operators shall secure at their own cost and expense, and file with The City of San Diego, the following policies of insurance written in companies permitted to do business in the State of California:

(1) A policy of Workmen's Compensation insurance covering all of the employees of the said operators.

(2) A Fidelity Bond in the amount of \$20,000.00.

(3) A Safe, Burglary and Hold-up Policy in an adequate amount to protect the City's interests.

(4) A policy similar to that called an Owners', Landlords' and Tenants' Public Liability policy for \$10,000/\$50,000 limits with The City of San Diego named as an additional assured to protect the City and its officers for liability imposed by Acts numbered 5149, 5150, 5618, 5619 of Deering's General Laws, covering operators' operation of the dance hall and any other concessions or parking lots that the operators shall operate themselves.

(5) The said operators shall also secure from and file with The City of San Diego the following policies of insurance for each sub-concessionaire or other person with whom they enter into a contract to operate in the said Amusement Center:

(a) A policy of Workmen's Compensation Insurance covering all of the employees of such person.

(b) A policy similar to that called an Owners', Landlords' and Tenants' Public Liability policy for not less than \$5,000/\$10,000 limits with The City of San Diego named as an additional insured, to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618 and 5619 of Deering's General Laws, covering the operation by such person of his concession, amusement device, or area. In the operation of mechanical amusement devices, shooting galleries, archery range and similar devices, the policy limits shall be not less than \$10,000/\$15,000.

(27) The City shall have a lien on all amusement devices and equipment of the operators on the said premises, with the right to take possession of and retain the same until all compensation due from the operators have been paid. None of said personal property shall be removed from the said premises without the written permission of the City Manager. In the event payments due from the operators under this agreement are not made, as hereinabove provided, the City may enforce its lien in any manner provided by the laws of the State of California. The operators, however, will be held liable for any deficiency in compensation remaining after the net proceeds realized from a sale of said personal property have been credited to the operators.

(28) Nothing herein contained shall create or be construed as creating a co-partnership between the City and the operators, or to constitute the operators as agents of the City.

(29) All notices, demands and orders given to the operators may be served by mailing the same by registered mail, postage prepaid, to the operators, at their last address, or by leaving a copy thereof at the office of the operators on the premises hereinabove described with any person or agent then in charge thereof.

(30) If at any time during the term of this agreement any petition in bankruptcy shall be filed by or against the operators, or the operators shall be adjudicated bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the operators, or if the operators shall make any assignment for the benefit of creditors, then this agreement shall immediately cease, terminate and expire, and the City shall have the right to forthwith, by force or otherwise, re-enter the premises and the same to have, repossess and enjoy, without any liability for damages, anything in this concession to the contrary notwithstanding.

(31) It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents, are acting in a representative capacity and not for their own benefit, and that neither the operators, nor any occupant, shall have any claim against them, or either of them, as individuals in any event whatsoever.

(32) It is expressly stipulated, understood and agreed by and between the parties hereto that in event it should be determined by a court of competent jurisdiction that the City in making this agreement acted without or beyond its legal right or authority, the City shall be under no liability whatsoever to the operators, their agents, employees or sub-concessionaires, and second parties do hereby expressly waive and disclaim any right to claim against the City any compensation, reimbursement or damages resulting from, arising out of, or directly or indirectly connected with the voidance of this agreement for the reasons in this paragraph mentioned.

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 second parties have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
Party of the first part.
By WALTER W. COOPER
City Manager

WAYNE W. DAILARD
WARREN B. WORCESTER
E. A. WAKELIN
Parties of the second part

I hereby approve the form and legality of the foregoing Agreement this 11th day of March, 1942.

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 Concession and Operation Agreement for Mission Beach Amusement Center with Wayne W. Dailard et al.; being Document No. 338313.

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

WHEREAS, Paul C. Markel is the owner of Lot 3 & 4 Block 32, of University Heights; NOW, THEREFORE, this agreement, signed and executed this 30th day of April 1942, by Paul C. Markel that he will, for and in consideration of the permission granted to remove 14 feet of curbing on 4641 Massachusetts between 6th St. Extension and Buchanan, 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.

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

PAUL C. MARKEL
3425 Lark St.

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

On this 2nd day of May, A.D. Nineteen Hundred and forty-two, before me, Roy F. Bleifuss, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul C. Markel known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

ROY F. BLEIFUSS
Notary Public in and for the County of San Diego
State of California

I HEREBY approve the form of the foregoing agreement this 4th day of May, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 8 1942 35 min. past 9 A.M. in Book 1351 at page 47 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. 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 Paul C. Markel; being Document No. 338337.

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

WHEREAS, R. E. Hazard, D. A. Dunbar and Bruce Hazard are the owners of Lots 13 and 14 Block 4, of Pendleton subdivision;

NOW, THEREFORE, this agreement, signed and executed this 5th day of May, by R. E. Hazard, D. A. Dunbar and Bruce Hazard that they will, for and in consideration of the permission granted to remove 100 feet of curbing on Barnett St. between Neville St. and Lytton 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.

And 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.

R. E. HAZARD
D. A. DUNBAR
BRUCE HAZARD by R. E. HAZARD
2548 Kettner Blvd, San Diego

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

On this 5th day of May, A.D. Nineteen Hundred and forty two, before me, S. Fred Littler, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. E. Hazard known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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. FRED LITTLER
Notary Public in and for the County of San Diego
State of California
My commission expires Aug. 3, 1944
I HEREBY approve the form of the foregoing agreement this 5th day of May, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED MAY 8 1942 35 min. past 11 A.M. in Book 1351 at page 46 of official records, San Diego Co., Cal. Recorded at request of Fred W. Sick.
ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
E. DRUMMOND
I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from R. E Hazard et al.; being Document No. 338389.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

L E A S E

THIS INDENTURE, made in duplicate, this 30th day of April, 1942, between SADIE PARKER INGLE and JERAULD INGLE, Trustees of the Estate of HEBER INGLE, deceased, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

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

Lots Four (4), Five (5), Six (6), Eight (8) and Nine (9), in Block Forty-one (41), Middletown, in the City of San Diego, according to Partition Map made by J. E. Jackson filed in the office of the County Clerk of San Diego County,

for the term of one year commencing on the first day of May 1942, and ending on the 30th day of April 1943.

Yielding and paying therefor the sum of Fifty and No/100 Dollars (\$50.00) per month only during said occupancy payable in advance on the first day of each and every month.

PROVIDED, that this lease shall, at the option of said Lessee be extended for an additional period of one year from the date of the termination hereof, upon like terms and conditions as herein set forth; PROVIDED FURTHER that the Lessee in the event that it shall desire to exercise said option for said additional one year term, shall give to the lessor a written notice thereof, not less than ninety (90) days prior to the expiration date of this lease.

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

1. It is agreed by the parties hereto that said premises consist of unimproved real property and shall be used by Lessee for the purpose of a storage yard;
2. Said premises or any part thereof shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than a storage yard and purposes connected therewith, without the written consent of the Lessor first obtained and endorsed hereon; and if so assigned, let or underlet, used or permitted to be used without such written consent, this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect, upon thirty days notice in writing to said Lessee;
3. That if the rent shall be due and unpaid for a period of thirty (30) days after the same shall become due and payable, this lease shall, at the option of the Lessor, become null and void, and Lessee shall be liable only for the monthly rent during the time said premises were occupied and used by said lessee.
4. It is expressly agreed by the parties hereto, that this lease may be terminated at any time herein by either party giving the other thirty (30) days notice in writing.
5. In case it shall be necessary for either party to give notice of any kind to the other, the same shall be given, and shall be complete, by sending such notice by United States registered mail, to the mailing address of the respective parties.

IN WITNESS WHEREOF, the Lessor has hereunto set his hand, and the Lessee, The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 76797 of the Council, authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

SADIE PARKER INGLE
JERAULD INGLE,
Trustees of the Estate of
HEBER INGLE, Deceased;
Lessor
THE CITY OF SAN DIEGO
By WALTER W. COOPER, City Manager
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 22nd day of April, 1942.
JACOB WEINBERGER, 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 between Sadie Parker Ingle et al and the City of San Diego; being Document No. 338405.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

R E L E A S E

KNOW ALL MEN BY THESE PRESENTS That we, HARRY WARBURTON and JESSIE M. WARBURTON, 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:

That portion of Lot 4, Block 5, El Retiro, according to the Map thereof No. 1996, filed in the Office of the County Recorder of said County of San Diego, particularly described as follows, to-wit:

Commencing at a point on the northwesterly line of Lot 4, said Block 5, which bears South 60° 21' 30" West 3.60 feet from the most northerly corner of said Lot 4; thence continuing South 60° 21' 30" West along the northwesterly line of said Lot 4 a distance of 9.58 feet to an intersection with the easterly line of College Avenue; formerly College Way, formerly Gilcher Street, as shown on said Map of El Retiro, said last described point being also a point on a curve whose center bears South 74° 46' 07" East 500.00 feet therefrom; thence southerly along the arc of said curve, being also along the easterly line of said College Avenue a distance of 39.86 feet to the point of a compound curve whose center bears South 79° 20' 10" East 50.00 feet from said last described point; thence southerly along the arc of said compound curve being also along the easterly line of College Avenue as established by deed of easement from Geo. M. Hawley Investment Company, a corporation, and Maud F. Mitchell, to The City of San Diego, a municipal corporation, dated June 7, 1928, recorded June 20, 1928, in Book 1493, of Deeds, at page 148, records of said County Recorder, a distance of 35.17 feet to a point of tangency on said easterly line of said College Avenue; thence North 7° 42' 46" East a distance of 22.20 feet to an angle point; thence North 8° 47' 34" East a distance of 56.21 feet to the point of commencement.

for all damages sustained by, or on account of, the severance of said lands from the remaining parcels of which they were a part; 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.

IN WITNESS WHEREOF, we have hereunto set our hands this 22nd day of April, 1942.

HARRY WARBURTON

JESSIE M. WARBURTON

I HEREBY APPROVE the form of the foregoing Release this 20 day of April, 1942.

MOREY LEVENSON

Deputy City Attorney

STATE OF CALIFORNIA }
County of San Diego } ss

On this 22 day of April A.D., Nineteen Hundred and Forty Two, before me Gladys C. Barnes, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry Warburton and Jessie M. Warburton, 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.

Witness My Hand and Official Seal the day and year in this certificate first above written.

(SEAL)

My commission expires Nov. 14, 1944

RECORDED MAY 14 1942 40 min. past 1 P.M. in Book 1343 at page 302 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

Copyist 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 from Liability and Damage, from Harry and Jessie M. Warburton; being Document No. 338419.

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, Mrs. W. W. Pascal is the owner of Lot 9 Block 55 Roseville (3319 Garrison 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 Twenty-seventh day of April 1942, by Mrs. W. W. Pascal that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Garrison Street adjacent to the above described property, binding him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

MRS. W. W. PASCAL

(Address)

I hereby approve the form of the foregoing agreement this 7th day of May, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 1st day of May, A.D. Nineteen Hundred and Forty Two, before me Thomas M. Reardon, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. W. W. Pascal 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) Notary Public in and for the County of San Diego,
My commission expires Dec. 12, 1944 State of California

RECORDED MAY 14 1942 40 min. past 1 P.M. in Book 1354 at page 2 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 Mrs. W. W. Pascal; being Document No. 338429.

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, Tifal & King are the owners of Lots 7 and 8 Block 7 Roseville Heights (3327 Trumbull 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 Nineteenth day of January, 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Trumbull Street 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, 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 for TIFAL & KING
2880 El Cajon Avenue

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 20th day of January, A.D. Nineteen Hundred and forty-two, before me, Helen Chamberlain, 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,
887 State of California

My commission expires March 4, 1945

I hereby approve the form of the foregoing agreement this 7th day of May, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED MAY 14 1942 40 min. past 1 P.M. in Book 1354 at page 2 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 Tifal & King; being Document No. 338430.

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 5th day of May, 1942.

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 and RIDGEWAY, within the limits and as particularly described in Resolution of Intention No. 76132, adopted by the

Council February 3, 1942, 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 President in Charge of Sales
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, }
County of San Diego. } ss

On this 5th day of May, in the year nineteen hundred forty-two, 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 11 day of May, 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. 76776 passed and adopted on the 28th day of April, 1942, require and fix the sum of \$405.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING.

Kensington Manor Lighting District No. 1

THIS AGREEMENT, made and entered into this 12th day of May, 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:

KENSINGTON DRIVE, between Jefferson Avenue and Hilldale Road;
CANTERBURY DRIVE, for its entire length;
SUSSEX DRIVE, for its entire length;
WESTMINSTER TERRACE, for its entire length;
NORFOLK TERRACE, between Kensington Drive and the easterly line of Kensington Manor Unit No. 1;
ROCHESTER ROAD, for its entire length;
LYMER DRIVE, for its entire length;
MARLBOROUGH DRIVE, between Jefferson Avenue and Palisades Road;
EDGEWARE ROAD, between the westerly prolongation of the southerly line of Lot 10, Block 13, Kensington Park and Canterbury Drive, and between Middlesex Drive and Bedford Drive;

HEMPSTEAD CIRCLE, for its entire length;
HILLDALE ROAD, for its entire length;
MIDDLESEX DRIVE, for its entire length;
BEDFORD DRIVE, for its entire length;
HASTINGS ROAD, for its entire length;
BRISTOL ROAD, for its entire length;
ROXBURY ROAD, for its entire length;
BRAEBURN ROAD, for its entire length;
PALISADES ROAD, for its entire length; and
RIDGEWAY, between Marlborough Drive and Lane.

Such furnishing of electric current shall be for a period of one year, from and including May 1, 1942, to-wit, to and including April 30, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Kensington Manor Lighting District No. 1", filed February 14, 1942, 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."

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 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.

(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 AUGUST M. WADSTROM,
Deputy

I hereby approve the form of the foregoing Contract, this 11 day of May, 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 Kensington Manor Lighting District No. 1; being Document No. 338485.

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

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 Director of War Housing for the San Diego War Housing Commission; and

WHEREAS, pursuant to such authorization, the City Manager has heretofore, to-wit: On July 29, 1941, on October 9, 1941, and on January 28, 1942, entered into contracts with George B. White for his services as Director of War Housing, which said contracts terminated, respectively, on October 31, 1941, January 31, 1942, and April 30, 1942; and

WHEREAS, the San Diego War Housing Commission and the City Manager desire to continue the services of said George B. White, as Director of War Housing, for an additional period of two (2) months beginning May 1, 1942, and terminating June 30, 1942; and

WHEREAS, said George B. White is desirous of serving as Director of War Housing under the rules and regulations of the San Diego War 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 the period beginning May 1, 1942, and terminating June 30, 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 May 20, 1942.

Failure of the 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 War 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 War 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 War 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 11th day of May, 1942.

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 22d day of April, 1942.

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 George B. White for services as Director of War Housing; being Document No. 338498.

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

By Francis T. Patten Deputy

COOPERATIVE AGREEMENT
FOR INVESTIGATION OF WATER RESOURCES

Surface Water

THIS AGREEMENT supplements the agreement on the same subject dated the first day of July 1938, and is to provide for an enlarged program during the remainder of the fiscal year ending June 30, 1942.

Paragraph 2 of the former agreement is hereby modified by the addition of \$200.00 from the City of San Diego, party of the second part, and \$200.00 from the United States Geological Survey, party of the first part, making the total amount of cooperation for the fiscal year 1942, \$2,000.00 by the party of the first part, and \$2,000.00 by the party of the second part.

April 27, 1942

UNITED STATES GEOLOGICAL SURVEY
By W. C. MENDENHALL
Director

CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

I hereby approve the form and legality of the foregoing Modified Agreement this 13th day of April, 1942.

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 Cooperative Agreement with United States Geological Survey for investigation of water resources; being Document No. 338499.

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 Gas & Electric Co. is the owner of the real property Lot F Block 135 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 1st day of May, 1942, by San Diego Gas & Electric Co. that it will, for and in consideration of the permission granted it to remove 40 feet of curbing on L Street adjacent to the above described property, bind itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

It further agrees that this agreement shall be binding on San Diego Gas & Electric Co., its heirs and assigns, and that any sale of the property there in mentioned and described shall be made subject to the condition and agreements herein named.

SAN DIEGO GAS & ELECTRIC CO.
By S. R. ROBINSON, Purchasing Agent
Box 1831, San Diego, California

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 1st day of May, A.D. Nineteen Hundred and Forty Two, before me, Nell W. Molley a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. R. Robinson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 will expire May 13, 1945

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

I HEREBY APPROVE the form of the foregoing Agreement this 11th day of May, 1942.

JACOB WEINBERGER, City Attorney,
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 14 1942 40 min. past 1 P.M. in Book 1343 at page 304 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

Copyist County 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 Gas & Electric Company; being Document No. 338500.

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, Ralph E. Hurlburt is the owner of Portion Lot 3 Block 450 Old Town and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The
City of San Diego, California, prohibit the removal of any curbing or the installation of
any driveway on any city street prior to signing an agreement with the City to replace any
curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 8th day of May, 1942, by Ralph E. Hurlburt
that he will, for and in consideration of the permission granted him to remove 16 feet of
curbing on Sunset 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.

Ralph E. Hurlburt 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.

RALPH E. HURLBURT

923 - 7th Avenue

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 8th day of May, A.D. Nineteen Hundred and forty two, before me, Marybelle
Carter, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Ralph E. Hurlburt known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.

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

MARYBELLE CARTER

(SEAL) Notary Public in and for the County of San Diego,
My commission expires April 22, 1944 State of California

I HEREBY APPROVE the form of the foregoing Agreement this 13th day of May, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 21 1942 15 min. past 10 A.M. in Book 1346 at page 338 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 Ralph E. Hurlburt; being Document No. 338556.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

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. N0d-1957, dated April 1, 1941, between The City of San Diego, California and
the United States of America for premises, viz:

A portion of land containing approximately 32 acres 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 Corps Rifle Range, Rental \$1.00
per annum.

the United States of America this 7th day of May, 1942, elects to renew the said lease for
the period of one year from and after June 30, 1942, and by these presents does renew, ex-
tend, and adopt the said lease and all the terms and conditions thereof for the period begin-
ning July 1, 1942, and ending June 30, 1943.

The lessor is requested to acknowledge receipt hereof.

MR. WALTER W. COOPER, City Manager
City of San Diego, San Diego, California

THE UNITED STATES OF AMERICA,

By L. C. BRATTON

Acting Judge Advocate General of the
Navy Acting under the direction of the
Secretary of the Navy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
form of renewal of government lease on portion of Marine Corps Rifle Range; being Document
No. 338577.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

L E A S E

THIS AGREEMENT, made and entered into this 27th day of April, 1942, 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 SAN DIEGO GAS & ELECTRIC COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That pursuant to and under the authority of the provisions of Ordinance No. 2388 (New Series) of the ordinances of The City of San Diego, passed and adopted by the Council of said City on February 24, 1942, the said City does by these presents lease, demise and let unto the said Lessee the following described property situate in the City of San Diego, County of San Diego, State of California, to-wit:

All that portion of Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego, described as follows:

Commencing at a point on the northerly line of said Pueblo Lot 1311, distant thereon North 89° 36' 45" East, 1084.08 feet from the northwesterly corner thereof, said point being also Engineer's Station 287 plus 10.10 on the center line of State Highway as shown on California State Highway Commission's plans for the grading of Torrey Pines Road, Rose Canyon Highway and La Jolla-Miramar Road, District VII, Route 2, Section "E", Sheet 4, Records of said San Diego County; thence along said center line of State Highway in a southerly direction following the arc of a curve concave toward the east, the central point of which bears North 83° 03' 12" East, 1500.0 feet through a central angle of 16° 03' 12" a distance of 420.28 feet to the end of said curve; thence continuing along said center line of State Highway, South 23° 00' East, a distance of 156.42 feet to its intersection with the center line of the Miramar-La Jolla Road as shown on Sheet 15 of the afore-mentioned plans; thence along the said center line of the Miramar-La Jolla Road, South 60° 57' West, a distance of 90.79 feet to the beginning of a curve concave toward the southeast; thence along the arc of said curve, having a radius of 350.0 feet through a central angle of 3° 35' a distance of 21.89 feet; thence along a radial line of said curve, South 32° 38' 00" East, a distance of 30.0 feet to the intersection of the southeasterly right-of-way line of the said Miramar-La Jolla Road and the southwesterly right-of-way line of the said Rose Canyon Road, said point being the true point of beginning; thence along the southwesterly right-of-way line of the said Rose Canyon Road, South 29° 03' East, a distance of 39.54 feet to a point; thence South 60° 57' West, a distance of 60.0 feet; thence North 29° 03' West, a distance of 30.0 feet to a point on the said southeasterly right-of-way line of the Miramar-La Jolla Road; thence northeasterly along said southeasterly right-of-way line following the arc of a curve concave toward the southeast the central point of which bears South 43° 31' 29" East, 320.0 feet through a central angle of 10° 53' 39" a distance of 60.85 feet to the true point of beginning; containing an area of 2145 square feet, more or less.

All as particularly shown on plat attached hereto, marked Exhibit "A", and by reference thereto incorporated herein and made a part hereof.

For a term of five (5) years, beginning on the 25th day of August, 1942, and ending on the 24th day of August, 1947, at the following rentals: Fifteen Dollars (\$15.00) per month, payable monthly in advance at the office of the Lessor during said term; provided that said Lessee may pay in advance at one time the entire annual rental of \$180.00.

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 only of installing and maintaining thereon a gas meter station, together with incidental equipment and structures, 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; provided, however, that said Lessee may authorize and permit the Southern Counties Gas Company, a corporation, or its successors, to use said premises jointly with lessee, for the purposes authorized in this lease.

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, structures and the metering equipment in good repair and slightly condition, 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.

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 thirty (30) 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, together with an amount of money sufficient to pay Lessee the damages proximately caused by said cancellation.

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

Tenth: It is further agreed by and between the parties hereto that said City, at the cost and charges of the said Lessee, if thereto requested by it six months before the expiration of the term hereby demised, shall and will grant a further lease of said premises to the said Lessee for the further term of five (5) years, to commence from the expiration of the term hereby granted, with like covenants as herein contained and for the rents then to be fixed.

Eleventh: At the termination of this lease, or any renewal thereof, either by notice or by expiration of the term, or for any cause hereunder, the Lessee may, if all rental hereunder has been paid, remove from the premises leased hereunder or under any subsequent lease, all buildings, machinery, fixtures and other property of the lessee erected or placed on said premises by it, all of which is hereby regarded by both parties hereto as personal property. Such removal to be at the sole cost and expense of said Lessee and without any cost or expense to said City.

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, and the said Lessee has caused this instrument to be executed by its proper officers thereunto duly authorized the day and year first hereinabove written.

Approved as to form.

LUCE FORWARD LEE & KUNZEL, Counsel
By E. A. LUCE

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
SAN DIEGO GAS & ELECTRIC COMPANY,
By H. R. PECKHAM Vice Pres.
Lessee

(SEAL)
ATTEST: J. A. CANNON
Secretary

I HEREBY APPROVE the form and legality of the foregoing lease this 14th day of May, 1942.

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 Lease with San Diego Gas & Electric Company on portion of Pubelo Lot 1311; being Document No. 338579.

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

By Francis T. Allen Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 13th day of May, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, first party; hereinafter designated as the City, and CHARLES P. WILLIAMS, second party, WITNESSETH:

WHEREAS, pursuant to the authority of Resolution No. 74392, adopted June 10, 1941, the City entered into a contract with the said Williams for the rendition of certain engineering services in and about the construction of San Vicente Dam for a period ending May 31, 1942; and

WHEREAS, said resolution authorized the continuance of said employment beyond the period of one year for such further time as the City may require the rendition of said services up to and including the date of issuance of a certificate of approval of the San Vicente Dam by the State of California; and

WHEREAS, the City desires to continue to retain the services of the said Williams beyond May 31, 1942; NOW, THEREFORE,

In consideration of the premises, it is hereby mutually agreed that the contract heretofore entered into between the City and Charles P. Williams, dated June 10, 1941, be, and the same is hereby extended to May 31, 1943, upon the same terms and conditions in every respect provided in said original contract.

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. 76899, adopted by the City Council on May 12, 1942, 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 and legality of the foregoing agreement this 13th day of May, 1942.

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 with Charles P. Williams for engineering services at San Vicente Dam; being Document No. 338627.

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

By Francis T. Allen Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of No. 1/2 of Lot 13 Block H Starkeys Prospect 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 15th day of May 1942, by themselves that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Tyrian Street 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.

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.

TIFAL & KING SCOTT KING
2880 El Cajon Avenue

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 15th day of May, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, 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 Nov. 10, 1943

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

I hereby approve the form of the foregoing Agreement this 19th day of May, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 21 1942 15 min. past 10 A.M. in Book 1350 at page 236 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

L. SHANNON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Tifal & King; being Document No. 338700.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fawcett Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of No. 1/2 of Lot 14 Block H Starkeys Prospect 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 15th day of May 1942, by Tifal & King that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on Gravilla Pl. 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.

Tifal & King further agree that this agreement shall be binding on themselves, heirs 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 15th day of May, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, 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 Nov. 10, 1943

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

I hereby approve the form of the foregoing Agreement this 19th day of May, 1942.

JACOB WEINBERGER, City Attorney,

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 21 1942 15 min. past 10 A.M. in Book 1346 at page 338 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. 338701.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fawcett Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of No. 1/2 of Lot 16 Block H Starkeys Prospect 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 15th day of May 1942, 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, 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.

Tifal & King further agree that this agreement shall be binding on themselves, heirs 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 15th day of May, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, 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 Nov. 10, 1943

I hereby approve the form of the foregoing Agreement this 19th day of May, 1942.

MARIE D. SPARKS

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

JACOB WEINBERGER, City Attorney,

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 21 1942 15 min. past 10 A.M. in Book 1346 at page 334 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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

O. HARBAUGH #18

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Tifal & King; being Document No. 338702.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Statten Deputy

A G R E E M E N T

WHEREAS, Tifal & King are the owners of No. 1/2 of Lot 15 Block H Starkeys Prospect 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 15th day of May 1942, 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, 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.

Tifal & King further agree that this agreement shall be binding on themselves, heirs 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 15th day of May, A.D. Nineteen Hundred and Forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Scott King 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

I hereby approve the form of the foregoing Agreement this 19th day of May, 1942.

MARIE D. SPARKS

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

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 21 1942 15 min. past 10 A.M. in Book 1346 at page 333 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. 338703.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Statten Deputy

NOTICE OF RENEWAL

API 2125
MAY 14 1942

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, as amended, the terms and conditions of which provide for this notice and the leasing by you to the Government of a tract of land, containing 64.787 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, 1942, and ending with June 30, 1943, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instruments, as originally provided therein, shall remain in full force and effect for the said extended period, except as otherwise modified.

Very truly yours,

JOSEPH HALEY

For the Secretary of Agriculture.

This renewal is conditioned upon the passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States upon failure of Congress so to appropriate.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with United States Department of Agriculture for 64.787 acres of land; being Document No. 338746.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

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-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 30th day of April, 1942, elects to renew the said lease for the period of one year from and after June 30, 1942, 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, 1942, and ending June 30, 1943.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA

By E. C. BRATTON

Acting Judge Advocate General of the Navy,
Acting under the direction of the
Secretary of the Navy.

MR. F. A. RHODES, City Manager,
City of San Diego,
San Diego, California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with The United States of America for Naval Reserve Armory space in the Police Department Headquarters Building; being Document No. 338747.

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 CONTRACT, entered into this 27th day of May, 1942, between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the City Manager of said City, party of the first part, and SAM FERRY SMITH COMPANY, a corporation, party of the second part, WITNESSETH:

WHEREAS, said Sam Ferry Smith Company was the owner in fee simple of an undivided one-half interest in that certain parcel of property described as follows:

All of Lot "C" of the Subdivision of a portion of Lot 70, of the Rancho Mission of San Diego, in the County of San Diego, State of California, according to the Partition Map thereof filed in Case No. 15191, in the office of the County Clerk of San Diego County; and,

WHEREAS, by reason of tax delinquencies and a sale to the State of California for delinquent county taxes The City of San Diego did on the 22nd day of April, 1940, purchase from the County of San Diego a tax deed to said property for the sum of \$808.10, which deed was recorded in the office of the County Recorder of San Diego County on the 23rd day of May, 1940, in Book 1023, page 359, of official records; and

WHEREAS, the United States of America filed a suit in eminent domain condemning a portion of the above-described property; and

WHEREAS, a controversy exists between The City of San Diego and the said Sam Ferry Smith Company, and it is the intention and desire of the parties hereto to determine and clarify the interests of the parties hereto in the above described property; and

WHEREAS, it has been stipulated between the United States of America and the parties claiming an interest in the above described parcel of property in that certain action, entitled, "United States of America, Plaintiff, vs. 19,298.25 Acres of Land, More or Less, etc., et al., Defendants," No. 105 S.D. Civil, in the District Court of the United States in and for the Southern District of California, Southern Division, that the value of an undivided one-half interest in the above-described parcel is fixed at twenty-eight hundred dollars (\$2800.00);

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions hereinafter contained, it is mutually agreed and understood between the parties hereto as follows:

(1) Sam Ferry Smith Company hereby agrees to remise, release and forever quit-claim to The City of San Diego all of its right, title and interest in and to that portion of the following described property, of which it is seized:

All of Lot "C" of the Subdivision of a portion of Lot 70, of the Rancho Mission of San Diego, in the County of San Diego, State of California, according to the Partition Map thereof filed in Case No. 15191, in the office of the County Clerk of San Diego County.

(2) That as a consideration therefor, and pursuant to the stipulation entered into between the United States Government and the parties claiming an interest in said parcel, as above referred to, the said Sam Ferry Smith Company shall receive the sum of nineteen hundred ninety-one and 90/100 dollars (\$1991.90), and The City of San Diego shall receive, pursuant to said stipulation, the sum of eight hundred eight and 10/100 dollars (\$808.10).

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, thereunto duly authorized by resolution of the Council of said City, and the said Sam Ferry Smith 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, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

SAM FERRY SMITH COMPANY

By HAZEL MURPHY-SMITH

Vice-President

ATTEST:

HELEN HAWLEY SMITH Sec. (SEAL)

I hereby approve the form and legality of the foregoing Contract this 11 day of May, 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 with Sam Ferry Smith Company for undivided one-half interest in Lot "C" of Sub. of Lot 70 Rancho Mission; being Document No. 338886.

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

By Francis T. [Signature] Deputy

May 25th 1942

CITY OF SAN DIEGO, SAN DIEGO, CALIFORNIA

THIS IS TO CERTIFY that the Employer named in the following schedule is at this date insured with PACIFIC INDEMNITY COMPANY under policy described in the following schedule covering the Employer's obligation for Compensation as imposed upon the said Employer by the provisions of the Compensation Law in effect in the state indicated in the said schedule.

DESCRIPTIVE SCHEDULE

Employer GRIFFITH COMPANY

Address of Employer LOS ANGELES RAILWAY BUILDING, LOS ANGELES, CALIFORNIA

Description of work covered: COVERING ALL OPERATIONS OF THE ASSURED

(The following is a copy of Endorsement attached to the below numbered policy)

"It is hereby understood and agreed that the policy to which this endorsement is attached may not be cancelled nor the amount of coverage thereof reduced until five days after receipt by the insured of written notice of such cancellation or reduction in coverage. State where work is being done. PAVING OF MISSION BEACH lying south of the Amusement Center, San Diego County, California.

Policy No. PCU-11492

Effective Date: 7-1-41

Date of expiration 7-1-42

Should the above mentioned policy be canceled or changed during the above named policy period in such manner as to affect this Certificate the Company will endeavor to give written notice to the above named holder of this Certificate; but failure to give such notice shall impose no obligation or liability of any kind upon the Company.

PACIFIC INDEMNITY COMPANY
P. M. JOHNSON President

Countersigned by SWETT & CRAWFORD
By W. B. Heun

Authorized Agent.

I hereby approve the form of the foregoing Bond, this 27th day of May, A.D. 1942.

JACOB WEINBERGER
City Attorney of the City of San Diego, California
By J. H. MCKINNEY Deputy

May 25th 1942

THIS IS TO CERTIFY that the Insured named in the following schedule is at this date insured with Pacific Indemnity Company, under policy described in the following schedule covering the liability as imposed by law upon the Insured for damages, as in the policy defined, and subject to the terms and conditions of said policy.

DESCRIPTIVE SCHEDULE

Insured GRIFFITH COMPANY

Address of Insured LOS ANGELES RAILWAY BUILDING, LOS ANGELES, CALIFORNIA

Name of holder of this Certificate CITY OF SAN DIEGO

Address of holder of this Certificate SAN DIEGO, CALIFORNIA

Form of Insurance		Policy No.	Policy Begins	Policy Expires	Limits of Liability	
PUBLIC LIABILITY		CL-13016	7-1-41	7-1-42	\$100,000.00	\$300,000.00
					Property Damage	\$ NIL

LOCATION OF WORK

Paving of Mission Beach lying south of the Amusement Center, San Diego County, California.

DESCRIPTION OF WORK

Covering all operations of the assured. (The following is a copy of endorsement attached to the above numbered policy)

"It is hereby understood and agreed that the policy to which this endorsement is attached may not be cancelled nor the amount of coverage thereof reduced until five days after receipt by the insured of written notice of such cancellation or reduction in coverage.

Should the above mentioned policy be canceled, assigned or changed during the above named policy period in such manner as to affect this Certificate, the Company will endeavor to give written notice to the above named holder of this Certificate; but failure to give such notice shall impose no obligation or liability of any kind upon the Company.

Countersigned at Los Angeles, California
SWETT & CRAWFORD BY W. B. HEUN,

PACIFIC INDEMNITY COMPANY
P. M. JOHNSON President

Authorized Agent

I hereby approve the form of the foregoing Bond, this 27th day of May, A.D. 1942.

JACOB WEINBERGER
City Attorney of the City of San Diego, California
By J. H. MCKINNEY, Deputy

May 25th 1942

THIS IS TO CERTIFY that the Insured named in the following schedule is at this date insured with Pacific Indemnity Company, under policy described in the following schedule covering the liability as imposed by law upon the Insured for damages, as in the policy defined, and subject to the terms and conditions of said policy.

Insured GRIFFITH COMPANY AND/OR PIRU ROCK COMPANY, LTD.

Address of Insured 1060 SOUTH BROADWAY, LOS ANGELES, CALIFORNIA

Name of holder of this Certificate CITY OF SAN DIEGO

Address of holder of this Certificate SAN DIEGO, CALIFORNIA

Form of Insurance		Policy No.	Policy Begins	Policy Expires	Limits of Liability	
PUBLIC LIABILITY		CLP-35947	7-1-40	7-1-43	\$100,000.00	\$300,000.00
					Property Damage	\$ 5,000.00
					(AGGREGATE)	\$ 50,000.00)

LOCATION OF WORK

Paving of Mission Beach lying south of the Amusement Center, San Diego County, California.

DESCRIPTION OF WORK

Covering all operations of the Assured (The following is a copy of a portion from Endorsement attached to the above numbered Policy) "This Policy may be cancelled at any time by either of the parties upon giving thirty (30) days written notice to the other party stating that thirty (30) days thereafter cancellation shall be effective and the date of such cancellation shall then be the end of the policy period."

Should the above mentioned policy be canceled, assigned or changed during the above named policy period in such manner as to affect this Certificate, the Company will endeavor to give written notice to the above named holder of this Certificate; but failure to give such notice shall impose no obligation or liability of any kind upon the Company.

Countersigned at LOS ANGELES, CALIFORNIA

SWETT & CRAWFORD

By W. B. HEUN

PACIFIC INDEMNITY COMPANY

P. M. JOHNSON

President

Authorized Agent

I hereby approve the form of the foregoing Bond, this 27th day of May A.D. 1942.

JACOB WEINBERGER

City Attorney of the City of San Diego, California

By J. H. McKINNEY,

Deputy

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH COMPANY, a corporation, as Principal and NATIONAL SURETY CORPORATION 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-FIVE DOLLARS (\$875.00), 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 May, 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 grading and surfacing of a portion of Mission Beach, lying south of the Amusement Center, in the City of San Diego, California, having an area of approximately 79,450 square feet, 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: CATHERINE ROBERTSON

Ass't Secretary

GRIFFITH COMPANY

(SEAL)

S. M. GRIFFITH

President

Principal

NATIONAL SURETY CORPORATION

(SEAL)

By T. W. WISDOM

Attorney-in-fact

Surety

I hereby approve the form of the within Bond, this 27th day of May, 1942.

JACOB WEINBERGER City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 27th day of May 1942.

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA

County of Los Angeles } ss

On this 25th day of May, in the year one thousand nine hundred and 42, before me Juliette Serrano a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared T. W. Wisdom known to me to be the duly authorized Attorney in Fact of National Surety Corporation, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Corporation, and the said T. W. Wisdom acknowledged to me that he subscribed the name of National Surety Corporation thereto as principal, and his own name as Attorney in Fact.

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

JULIETTE SERRANO

(SEAL)

Notary Public in and for said County and State

My commission expires Dec. 14, 1944

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH COMPANY, a corporation, as Principal and NATIONAL SURETY CORPORATION 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 FIFTY DOLLARS (\$1750.00), 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 May, 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 grading and surfacing of a portion of Mission Beach, lying south of the Amusement Center, in the City of San Diego, California, having an area of approximately 79,450 square feet; all as more particularly and in detail set forth in those certain plans and specifications therefor contained in Document No. 337983, 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 One Thousand Seven Hundred Fifty Dollars (\$1750.00), 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; and the said surety has caused these presents to be executed and its corporate name and seal to be hereunto attached by its proper officer thereunto duly authorized, the day and year first hereinabove written.

ATTEST: CATHERINE ROBERTSON

Ass't Secretary

GRIFFITH COMPANY, (SEAL)
By S. M. GRIFFITH President

NATIONAL SURETY CORPORATION (SEAL)
By T. W. WISDOM Attorney-in-fact
Surety

STATE OF CALIFORNIA

County of Los Angeles

ss

On this 25th day of May, in the year one thousand nine hundred and 42, before me JULIETTE SERRANO a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared T. W. Wisdom known to me to be the duly authorized Attorney in Fact of National Surety Corporation, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Corporation, and the said T. W. Wisdom acknowledged to me that he subscribed the name of National Surety Corporation thereto as principal, and his own name as Attorney in Fact.

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

JULIETTE SERRANO

(SEAL)

Notary Public in and for said County and State

My commission expires Dec. 14, 1944.

The rate of premium on this bond is \$10.00, per \$1,000. Total Premium Charged is \$35.00.

I hereby approve the form of the foregoing Bond, this 27th day of May, 1942.

JACOB WEINBERGER, City Attorney,
By J. H. McKINNEY Deputy City Attorney

I hereby approve the foregoing Bond, this 27th day of May, 1942.

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 25th day of May, 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 GRIFFITH 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 all tools, labor transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The grading and surfacing of a portion of Mission Beach, lying south of the Amusement Center, in the City of San Diego, California, having an area of approximately 79,450 square feet; all as more particularly and in detail set forth in those certain plans and specifications therefor contained in Document No. 337983, 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 Five Hundred Dollars (\$3500.00).

Said contractor agrees to commence said work within ten 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 thirty 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 sum of Three Thousand Five Hundred Dollars (\$3500.00); 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 it will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees that it will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Council of said City. Further, that it will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of 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 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 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 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:

<u>Trade or Occupation</u>	<u>Per Day of 8 Hours</u>
Blademan	\$ 6.00
Compressor operator	9.00
Crane operator	12.00
Jackhammerman	7.00
Laborer	6.00
Road grader operator	10.00
Roller operator	10.00
Shovel operator	12.00
Shovel fireman & watchman	8.00
Shovel oiler	7.40
Teamster	5.00
Tractor operator	10.00
Timekeeper	6.00
Truck driver, 15,000 lbs. and under	5.60
Truck driver, over 15,000 lbs.	6.40
Skilled laborer	8.00

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.

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. 76950 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

GRIFFITH COMPANY, Contractor (SEAL)

By S. M. GRIFFITH

President

ATTEST: CATHERINE ROBERTSON
Ass't Secretary

I hereby approve the form of the foregoing Contract, this 27th day of May, 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 Griffith Company for paving in Mission Beach; being Document No. 338891.

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, Consolidated Aircraft Corporation is the lessee of that portion of City Tidelands described in Document No. 323041 filed in the office of the City Clerk of the City of San Diego, California and,

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

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

WHEREAS, the Zoning Committee of said City has by Resolution No. 116 suspended the provisions of said ordinance with respect to said property and has granted permission to the undersigned to erect a temporary office 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 temporary office building from said front property line back to the line established and designated by the said City of San Diego. NOW, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 26th day of May, 1942, by Consolidated Aircraft Corporation that it will, for and in consideration of the permission granted it to erect a temporary office building on the above described property to the front property line, bind itself to, and does hereby by these presents agree, to move any temporary office building erected in pursuance hereof back from the front property line to the established line designated by the City of San Diego, and at such time as the City of San Diego directs it to move said temporary office building to the line designated; that it will move said temporary office building and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

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

CONSOLIDATED AIRCRAFT CORPORATION

By WM. A. MALONEY Plant Engineer

San Diego, California

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 26 day of May A.D. Nineteen Hundred and Forty-two, before me, Jean Henley Plesierre a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wm. A. Maloney 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.

JEAN HENLEY PLESIERRE

(SEAL)

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

My commission expires July 9, 1944

RECORDED JUN 4 1942 35 min. past 9 A.M. in Book 1361 at page 68 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER W. SHOME, County Recorder

By Deputy H. I. ERB

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

E. BAEPLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement with Consolidated Aircraft Corporation to move building when Pacific Highway is widened; being Document No. 338906.

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

WHEREAS, Citrus Soap Co. Inc. is the owner of Lot A, Block 24, of New San Diego;

NOW, THEREFORE, this agreement, signed and executed this 26th day of March 1942, by Citrus Soap Co. Inc. that we will, for and in consideration of the permission granted to remove 16 feet of curbing on Market Street between Union and extension of State 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-----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.

And further agree that this agreement shall be binding on Citrus Soap 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.

CITRUS SOAP CO. INC.

By R. G. NEWBEGIN Secty.

Room 1004 S D Trust Sav. Bldg.

San Diego

I HEREBY approve the form of the foregoing agreement this 28th day of May, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK

Deputy City Attorney

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

On this 26th day of March, 1942, before me, Geo. L. Coffee a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared R. G. Newbegin known to me to be the Sec'y of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission expires April 9, 1944

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

RECORDED JUN 4 1942 35 min. past 9 A.M. in Book 1359 at page 76 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.
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 Citrus Soap Co. Inc.; being Document No. 338915.

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

WHEREAS, Ernestine Rumble is legal the owner of Lot seven, Block fourteen, of Mission Hills;

NOW, THEREFORE, this agreement, signed and executed this 29 day of May, by Ernestine Rumble that she will, for and in consideration of the permission granted to remove 16 feet of curbing on Stephens between Lewis and Fort Stockton Drive, adjacent to the above described property, bind-----to, and-----hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her 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 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.

ERNESTINE RUMBLE
1704 Ft. Stockton Dr. San Diego, Calif.

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

On this 29th day of May, A.D. Nineteen Hundred and Forty two, before me, Esther Caldwell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ernestine Rumble 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 Mar. 18, 1946

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

I HEREBY approve the form of the foregoing agreement this 29th day of May, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 4 1942 35 min. past 9 A.M. in Book 1359 at page 81 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.
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 Ernestine Rumble; being Document No. 338937.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

CONFORMED COPY

CONTRACT BETWEEN THE UNITED STATES OF AMERICA (HEREIN CALLED THE "GOVERNMENT" AND THE CITY OF SAN DIEGO, CALIFORNIA (HEREIN CALLED THE "CITY")

WHEREAS, pursuant to Public No. 849, 76th Congress - the Lanham Act, as amended (herein referred to as the "Act"), the Federal Works Administrator (herein referred to as the "Administrator") is authorized to develop housing to accommodate persons engaged in national defense activities (as defined in the Act); and

WHEREAS, the Administrator has authorized the development of such housing, consisting of approximately 3000 Units to be located in the City of San Diego (identification No. Cal. 4092 and herein referred to as the "Development");

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. The City will furnish to the Development and the tenants of the Development complete garbage, ash and trash collection services such as are furnished by the City to other dwellings and inhabitants of the City.

2. Upon presentation of properly certified vouchers, the Administrator will pay monthly to the City for the services herein agreed to be furnished by the City the sum of fifty cents (\$.50) times the average number of occupied dwelling units in the Development during the preceding calendar month. Such average number of dwelling units shall be determined by ascertaining the total number of occupied units in the Development on the first and last days of each month adding the numbers ascertained and dividing by two. The result thus arrived at shall be regarded as the average number of occupied dwelling units for such month.

3. It is contemplated that there will hereafter be negotiated between the Government and the City an agreement for payment by the Administrator to the City of certain sums in lieu of taxes and that said agreement may include a provision that the City will furnish services of the nature herein provided for in consideration of such payments. In the event that an agreement for payment in lieu of taxes covering services similar to those herein provided for shall be entered into, this contract shall cease to have any force and effect from the effective date of such agreement. If said effective date is prior to the date of the actual execution of such agreement then any payments on account of this contract, which may be made to the City by the Administrator, for services rendered by the City, between said effective date and the date of actual execution of such agreement, shall be deemed to have been made on account of such payment in lieu of taxes and the agreed on payment in lieu of taxes shall be diminished by the amount paid hereunder.

4. This contract shall continue in full force and effect with respect to the Development so long as title thereto is held by the Government and so long as the emergency declared by the President on September 8, 1939, to exist, continues; provided, however, that so long as title to the Development is held by the Government after said emergency has terminated this contract shall continue in full force and effect until sixty days after either party has given to the other written notice that the contract shall terminate at the end of said sixty days.

5. Upon the sale by the Government of any part or parts of the Development, the part or parts so sold shall, from the date of sale, no longer be considered part of the Development.

6. No Member of or Delegate to the Congress of the United States of America shall participate in the funds made available under this contract.

IN WITNESS WHEREOF the City and the Government have respectively caused this Contract to be executed as of this 19th day of May, 1941.

(SEAL)
ATTEST: (Sgd) Ellen V. Nash

UNITED STATES OF AMERICA
Federal Works Administrator
By (Sgd) John N. Edy
John N. Edy
Executive Assistant
DEAC
A.J. per RHM

ATTEST: (Sgd) Fred W. Sick
City Clerk (SEAL)

CITY OF SAN DIEGO
By (Sgd) Walter W. Cooper
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract between United States and the City of San Diego for rubbish and garbage collection at Linda Vista; being Document No. 338931.

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

By Francis T. [Signature] Deputy

WHEREAS, Bryan C. Clark is the owner of Lot 64 Kensington Heights Unit #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 8th day of March, 1938, by Bryan C. Clark that he will, for and in consideration of the permission granted him to remove 18 feet of curbing on Bedford Drive adjacent to the above described property, bind himself to, and he hereby by these presents agrees, to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

BRYAN C. CLARK
5157 Bedford Drive

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 8th day of March, A.D. Nineteen Hundred and 38, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bryan C. Clark known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of May, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED JUN 4 1942 35 min. past 9 A.M. in Book 1359 at page 80 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.

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 Bryan C. Clark; being Document No. 338935.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Ratten Deputy

C O N T R A C T

THIS AGREEMENT, made this 1st day of June, 1942, by and between THE KARPARK CORPORATION, a corporation organized and existing under the laws of the State of Delaware, 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:

RECITALS.

A. Under date of August 26, 1941, the Corporation and the City entered into an agreement covering the furnishing and installation within the City of five hundred (500) Model H-PPN automatic parking meters, manufactured by or for the Karpark Corporation, at the total price of \$54.00 per meter, and provided for the payment of the purchase price out of revenues of said meters in the event that the City did not exercise its right to order the meters removed at the expiration of a trial period of six (6) months.

B. Said meters were installed pursuant to the terms of the contract and are now in operation.

C. Said contract provided, among other things:

"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."

D. The City now desires to exercise the foregoing option to the full extent of five hundred (500) meters.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual obligations matters and things hereinafter set forth, it is hereinafter 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. The time and coin combination of these meters shall be as follows:

12 minutes for 1 cent
24 minutes for 2 cents
36 minutes for 3 cents
48 minutes for 4 cents
60 minutes for 5 cents or 1 nickel
120 minutes for 2 nickels

In addition the Corporation will furnish and deliver to the City seventy-five (75) of said meters without charge; it being understood, however, that if the City shall require the Corporation to install said seventy-five (75) additional meters the City will pay for such installation the sum of two dollars (\$2.00) per meter.

It is understood and agreed that the mechanical specifications of the Karpark meters to be furnished under this agreement are hereby attached, marked "Exhibit A," and made a part of this agreement; said specifications being drawn on a steel housing to encase the mechanism instead of a Zamac housing which encased the mechanism of the first installations; and that the said corporation warrants the said meters will operate satisfactorily under temperatures and climatic variations typical to the City.

(2) The Corporation agrees to maintain the said meters in good operating condition for a period of six (6) months from the date of the installation thereof; and in this connection will furnish to the City five (5) complete parking meter housings and fifteen (15) complete meter mechanism units, for the purpose of replacement, 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 (New Series) as amended, and during said six (6) months' 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 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 the services of a skilled representative to supervise the installation of said meters and to train one or more of the City's employees to service the same during the period when they are being installed.

(4) The Corporation agrees that it will furnish meter parts to the City for the period of two (2) years from the date hereof at 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.

(5) The Corporation agrees that it will make shipment within one hundred (100) days after the execution of this agreement, unless prevented from so doing 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.

(6) The Corporation reserves the right to sublet to a reliable local contractor the actual work of installation of said meters.

(7) 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.

(8) 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.

(9) 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.

(10) The Corporation hereby agrees that on or before the anniversary date of the \$10,000.00 faithful performance bond posted by the Company pursuant to the terms of its contract with the City dated August 26, 1941, hereinabove referred to, it will cause said bond to be continued in full force and effect for an additional year.

(11) 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 fifth 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.

(12) 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.

(13) 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.

(14) 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.

(15) 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.

(16) 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, thereunto duly authorized by resolution of the Council 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.

(SEAL)
ATTEST: J. S. WOODHOUSE Ass't Sec.

THE KARPARK CORPORATION
By FREDERICK H. BUTCHER Exec. V.P.

(SEAL)
ATTEST: FRED W. SICK City Clerk

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

I hereby approve the form and legality of the foregoing Contract this 9th day of May, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL Assistant City Attorney

THE KARPARK CORPORATION SPECIFICATIONS & INFORMATION MODEL K - PN
and K - PPN AUTOMATIC PARKING METERS.

HOUSING

Material. The mechanism compartment is drawn from #14 gauge STEEL sheet, having a tensile strength of 120,000 lbs. per square inch. The wall thickness of the housing is .080". The coin compartment is made from a section of the regular 2-1/2" heavy duty standard which has a wall thickness of 3/16". The coin compartment is bolted to the mechanism compartment with three 5/16" bolts that are arc welded to the coin compartment. Since the entire housing is made of steel, and because of the characteristics of that metal it can readily be seen that the steel housing will withstand a great deal more punishment and abuse than a die cast type housing.

Finish. Housings are chemically rust proofed with a zinc coat and the small accessory parts on the inside are rust proofed by cadmium electro plate. The entire housing, both inside and out, is finished with two coats of baked enamel.

Door. The mechanism is enclosed in the housing by the upper half that locks down over the lower half. This eliminates the possibility of door leakage.

The coin compartment door is a section of heavy duty 2-1/2" iron pipe, as is the rest of the coin compartment. The coin compartment door is locked into place by a heavy two directional expanding safe type locking mechanism. Since the coin compartment and the mechanism compartment are bolted together, the bottom of the mechanism compartment is left solid with the exception of the three bolt holes and a slot which permits the coins to pass from one compartment to the other. Because of this construction it is impossible to gain access to the coin compartment thru the mechanism compartment or to gain access to the mechanism compartment from the coin compartment.

Lock. The coin compartment and the mechanism compartment are both equipped with Pick-proof eight tumbler locks. Coin receptacle locks are one series; meter mechanism locks are of another series; separate keys are, therefore, required for the two compartments, preventing service employees from opening the coin receptacle compartment and the coin collectors from opening the mechanism compartment.

Dial opening. The signal windows are located at the top of the mechanism compartment. Each window is 4-3/8" long by 1-1/4" wide. Dials and hands are located on both sides of the meter 1/4" behind the dial opening. Double strength glass 1/8" thick is sealed in the dial opening with a heavy channeled rubber gasket and held securely in place by a heavy metal frame secured by six screws. Dial windows are moisture and dust proof.

Coin Inspection Window. The coin inspection window is 1" in diameter and plainly shows the last coin deposited. Glass is sealed in place with a rubber gasket and supported by a heavy metal frame and held in place by two clamps.

Mounting on Standard. A welded steel extension at the bottom of the coin compartment section is fitted into the 2-1/2" standard. A 1/2" rod is welded into the standard about 1-1/4" from the top so that part of this extension straddles the rod and prevents the housing from turning. A 3/8" eye-bolt is held by the rod and projects through an opening in the base of the coin compartment. A nut is then used to draw the housing tight to the standard. This device is accessible only from within the coin compartment.

Mechanism Mounting. The mechanism is secured in the housing by means of two quick-opening clamps and no tools are required.

Standard. The meter standard has an outside diameter of 2-7/8" and is sunk 12" into concrete wherever possible. It extends 35-1/4" above the pavement. Over vault locations, a floor flange is fastened to the bottom of the standard and is securely anchored to the pavement. The standards are finished with two coats of high grade paint.

Coin Receptacle. The coin receptacle is made of light weight rust-proof metal, enameled finish. Each receptacle has provisions for sealing with either paper seals or wire and lead. The slot is shake-proof.

MECHANISM

Construction. The mechanism is a heavy duty precision instrument, built mostly of solid brass and stainless steel. The plates are made of high grade clock brass .081" thick. All gears and pinions are machine cut from extra heavy material. All bearings are countersunk to hold oil. The main spring is made of highest grade spring steel, highly polished and is 3/4" wide, .018" thick and 52" long.

Finish. All brass parts are acid dipped and lacquered so that they will not corrode. All essential steel parts are made of stainless steel. Other steel parts are plated or otherwise weather-proofed. The main spring is made of high grade spring steel and is encased in grease within a closed barrel. The front and back movement plates are spot finished and lacquered to protect the material and finish.

Rustproof. The mechanism is completely rustproof.

Operation. The operation of the Karpark automatic Penny-Nickel meter is fool-proof. The coin slot is so constructed that it will accept either a one cent or a five cent coin, and only designated coins or metal tokens the exact size of the coin to be used will operate the meter. Deposit of a one cent coin will provide a legal parking signal for twelve minutes. Deposit of a five cent coin will provide a legal parking signal for one hour. This meter can be furnished to operate on any number of pennies up to five providing for 12 minutes for each penny. It can also be furnished to provide a two hour signal for one five cent coin, for five one cent coins and one five cent coin, or for two five cent coins. The coin slot is provided with a safety gate that locks the release mechanism out of operating position as long as the gate is open. In order to operate the release mechanism, the safety gate must close behind the coin after it has been inserted, and has taken its proper position in the coin slot. This prevents operation of the meter with a wire, a knife blade or any similar tool. A coin or token smaller than the one designated will drop through the coin slot without releasing the mechanism. The Dial completely covers the dial opening, which has an area of 4-1/4 square inches. At the expiration of the legal parking period, the dial is covered by a red violation signal which completely covers the dial opening. There is a dial opening on two opposite sides of the meter and the dial or violation flag can be easily seen from either side. The mechanism will operate 120 hours, which equals two weeks normal operation, on one winding of the main spring.

Overtime parking is clearly indicated on the red violation flag. Each meter can be equipped with a counter to check the number of coins deposited. This counter is optional equipment. The counter is located in the mechanism compartment and is not accessible nor can it be seen from the coin compartment.

Timing Unit. The timing unit is both rugged and accurate. It utilizes a pendulum escapement, used in all scientific work where extreme accuracy and unfailing dependability are necessary. In using the pendulum escapement, the delicate parts of the lever escapement (watch type escapement) are eliminated. The pendulum escapement is free starting because the teeth of the escape wheel always rest on the impulse face of the anchor when the escapement is at rest.

SERVICE

The escapement is demountable and adjustable. If the standard is bent by accident the escapement is immediately adjustable to the new position, so that the meter will not be out of operation pending installation of a new standard. Practically all service work can be done on the street without removing the meter to the shop.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with The Karpark Corporation for parking meters; being Document No. 338944.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 28th day of May, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and OLIVER V. SEXSON, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to

the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Pueblo Lot 1329 of the Pueblo Lands of San Diego, according to the Map thereof by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 36 in the office of the County Recorder of San Diego County, California, subject to any adverse claims of title caused by an overlap of Map of Sorrento Lands & Townsite upon a portion of said Pueblo Lot; subject to all easements, encumbrances and liens of every kind, nature and description whatsoever existing against or in respect to said property; being 93 acres of land, more or less;

for a term of five (5) years, beginning on the 23rd day of May, 1942, and ending on the 22nd day of May, 1947, at the following rentals: One Hundred Twenty-five Dollars (\$125.00) per year payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of 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. That the lessee shall have the right and privilege of subletting for agricultural purposes an area of the lands hereby leased aggregating approximately twelve (12) acres.

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

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 2452 (N.S.) 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 V. SEXSON
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 2nd day of June, 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 lease with Oliver V. Sexson on Pueblo Lot 1329; being Document No. 338978.

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

By Francis T. [Signature] Deputy

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. N0d-1290, dated October 25, 1939 between 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 acres, more or less,

Additional facilities for the Naval Hospital, Balboa Park, San Diego, California,

Rental, \$1.00 per annum.

the United States of America this 30th day of May, 1942, elects to renew the said lease for the period of one year from and after June 30, 1942, 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, 1942, and ending June 30, 1943, or until title is vested in the United States of America.

The lessor is requested to acknowledge receipt hereof.

THE CITY MANAGER
City of San Diego,
San Diego, California

THE UNITED STATES OF AMERICA

By L. E. BRATTON

Acting Judge Advocate General of the Navy, Acting
Under the 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 certain land in Balboa Park adjoining Naval Hospital; being Document No. 339053.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

LEASE BETWEEN THE CITY OF SAN DIEGO 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-1977, dated May 28, 1941, between The City of San Diego and the United States of America for 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,

As a central venereal prophylactic station for the Navy, including the Marine Corps, and also the Army personnel,

Rental \$1.00 per annum.

the United States of America this 2nd day of June, 1942, elects to renew the said lease for the period of one year from and after June 30, 1942, 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, 1942, and ending June 30, 1943.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA,

By L. E. BRATTON, Acting Judge Advocate
General of the Navy, Acting Under the
direction of the Secretary of the Navy.

Mr. Walter Cooper, City Manager,
San Diego, California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease between the City of San Diego and United States; covering Old City Jail; being Document No. 339078.

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 June, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and T. O. DIERDORFF, 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 June 1, 1942, second party will faithfully perform the services and duties of District Water Bill Collector at 529 University Avenue, 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 the 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

By WALTER W. COOPER City Manager

T. O. DIERDORFF

Second Party

I HEREBY APPROVE the form of the foregoing Contract this 8th day of June 1942.

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 T. O. Dierdorff as district water bill collector; being Document No. 339098.

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 June, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and C. W. POLZER 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 June 1, 1942, second party will faithfully perform the services and duties of District Water Bill Collector at 2859 University Avenue, as the same are hereinabove described, at the rate of SEVENTY and No/100 Dollars (\$70.00) 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 SEVENTY and No/100 Dollars (\$70.00) 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 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

C. W. POLZER
Second Party

I HEREBY APPROVE the form of the foregoing Contract this 8th day of June 1942.

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 covering the services of C. W. Polzer as district water bill collector; being Document No. 339099.

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 11th day of June, 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 TIFAL AND KING 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 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 pumphouse, cottage and garage for Alvarado Pumping Plant in the County of San Diego, State of California, being and as per Schedule III 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 12th day of May, 1942, marked "Document No. 338516, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications for Pumphouse Cottage and Garage for Alvarado Pumping Plant said plans consisting of 4 sheets and said specifications consisting of 71 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:

<u>Trade of Occupation</u>		<u>Per 8-hour day</u>
Bricklayers		\$ 12.00
Carpenters		9.00
Electricians		10.00
Laborers, Common		6.00
Lathers	6-hour day	9.00
Materialmen		6.00
Painters		8.00
Plasterers	6-hour day	9.00
Plasterer Tenders	6-hour day	8.00
Plumbers		11.00
Sheet Metal Workers		10.00
Truck Drivers, 15,500 pounds and under		5.60
Truck Drivers, over 15,500 pounds		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, 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 of 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 these presents the day and year first hereinabove written.

(SEAL)
ATTEST: FRED W. SICK
City Clerk

ATTEST: ARTHUR H. MC KEE

THE CITY OF SAN DIEGO
By L. F. WEGGENMAN
FRED W. SIMPSON
PAUL J. HARTLEY
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

TIFAL & KING
CHAS. H. TIFAL
SCOTT KING
2880 El Cajon Avenue

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 6th day of June, 1942.
JACOB WEINBERGER, City Attorney
By H. B. DANIEL

Ass't City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Tifal and King as principal, and United States Fidelity & 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 Six Thousand Eight Hundred and Fifty Dollars (\$6850.00) (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 June 1942.

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 pumphouse, cottage and garage for Alvarado Pumping Plant 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 12th day of May, 1942 marked Document No. 338516 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Pumphouse, Cottage

and Garage at the Alvarado Pumping Plant said plans consisting of 4 sheets, and said specifications consisting of 71 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 3rd day of June 1942, 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: ARTHUR H. MC KEE

TIFAL & KING
By CHAS. H. TIFAL
SCOTT KING

Principal

ATTEST: R. M. BARR

UNITED STATES FIDELITY AND GUARANTY COMPANY
By K. N. DUNLOP Its Attorney in Fact

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 6th day of June, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL Asst. City Attorney

STATE OF CALIFORNIA

}ss

County of San Diego

On this 3rd day of June in the year one thousand nine hundred and forty-two, 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.

D. S. ZENZ

(SEAL)

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

My Commission expires June 6, 1945

Approved by a majority of the members of the Council of The City of San Diego
this 11th day of June, 1942.

FRED W. SIMPSON

L. F. WEGGENMAN

PAUL J. HARTLEY

HARLEY E. KNOX

A. E. FLOWERS

Members of the Council

(SEAL)

ATTEST: FRED W. SICK

City Clerk

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That Tifal and King as principal, and United States Fidelity & 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 Three Thousand Four Hundred and Twenty Five Dollars (\$3425.00), 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 3rd day of June 1942.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish materials, and furnish labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Pumphouse, cottage and garage at Alvarado Pumping Plant 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 12 day of May, 1942, marked Document No. 338516 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Pumphouse, cottage and garage at Alvarado Pumping Plant said plans consisting of 4 sheets and said specifications consisting of 71 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 Three Thousand Four Hundred and Twenty Five Dollars (\$3425.00), 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 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 June 1942, 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: ARTHUR H. MC KEE

TIFAL & KING
By CHAS H. TIFAL, SCOTT KING
2880 El Cajon Avenue
Principal

UNITED STATES FIDELITY AND GUARANTY COMPANY
By K. N. DUNLOP Its Attorney-in-Fact
Surety (SEAL)

ATTEST: R. M. BARR

STATE OF CALIFORNIA }
County of San Diego } ss

On this 3rd day of June in the year one thousand nine hundred and forty-two, 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
Notary Public in and for San Diego County,
State of California
My Commission expires June 6, 1945
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 6th day of June, 1942.
JACOB WEINBERGER, City Attorney
By H. B. DANIEL
Asst. City Attorney

Approved by a majority of the member_ of the Council of The City of San Diego this 11th day of June 1942.

FRED W. SIMPSON
L. F. WEGGENMAN
PAUL J. HARTLEY
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

(SEAL) ATTEST:
FRED W. SICK
City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Tifal & King for construction of pumphouse, cottage and garage at the Alvarado Pumping Plant; being Document No. 339144.

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

A G R E E M E N T

WHEREAS, H. E. Whittemore is the owner of Lot 258 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 26 day of March, by ----- that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on 3504 Yosemite Street adjacent to the above described property, bind H. E. Whittemore to, and known 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.

H. E. Whittemore 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. E. WHITTEMORE
2607 Evergreen S.D.

STATE OF CALIFORNIA }
County of San Diego } ss

On this 1st day of April, A.D. Nineteen Hundred and Forty two, before me, Robert O. Zumwalt, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. 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-----executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 O. ZUMWALT
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing Agreement this 29th day of May, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED JUN 4 1942 35 min. past 9 A.M. in Book 1355 at page 181 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.
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 H. E. Whittemore; being Document No. 338936.

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, Louise Fuller is the owner of 3679 Mt. View Dr. (lot & residence) Lot 17 Block 44 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 30th day of March, 1937, by Louise Fuller that she will, for and in consideration of the permission granted her to remove 9 feet of curbing on Mt. View drive adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

She further agrees that this agreement shall be binding on Louise Fuller, 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.

LOUISE FULLER
3679 Mt. View Dr.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 30th day of March, A.D. Nineteen Hundred and thirty-seven, before me, Vera B. Hazen a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louise Fuller 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) VERA B. HAZEN
Notary Public in and for the County of San Diego,
State of California

RECORDED JUN 10 1942 45 min. past 1 P.M. in Book 1364 at Page 79 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb cutting agreement from Louise Fuller; being Document No. 339126.

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 Dennstedt Co. are the owners of South 50' Lot 2 Block 4 North Shore Highlands and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 May 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 4756 Everetts St. adjacent to the above described property, binding 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 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 19th day of May, A.D. Nineteen Hundred and Forty-two, 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, 1945.

I hereby approve the form of this agreement this 9th day of June, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK,

Deputy City Attorney

RECORDED JUN 10 1942 45 min. past 1 P.M. in Book 1349 at page 355 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 The Dennstedt Co.; being Document No. 339127.

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, Converse & Donahoe are the owners of Lot 10 Block 5 North Shore Highlands and,

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

THIS AGREEMENT, signed and executed this 1st day of June 1942, by Converse & Donahoe that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Fanuel Street adjacent to the above described property, binds Converse & Donahoe 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.

Converse & Donahoe further agree that this agreement shall be binding on Converse & Donahoe, 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.

CONVERSE & DONAHOE

By G. W. CONVERSE

3910 El Cajon Blvd.

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 2d day of June, A.D. Nineteen Hundred and forty two, before me, J. G. Mitchell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. W. Converse 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)

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

I hereby approve the form of this agreement this 9th day of June, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED JUN 10 1942 45 min. past 1 P.M. in Book 1349 at Page 356 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

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 Converse & Donahoe; being Document No. 339128.

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, Converse & Donahoe are the owners of Lot 11 Block 5 North Shore Highlands and,

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

THIS AGREEMENT, signed and executed this 1st day of June, 1942, by Converse & Donahoe that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Fanuel Street adjacent to the above described property, binds Converse & Donahoe 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.

Converse & Donahoe further agree that this agreement shall be binding on Converse & Donahoe, 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.

CONVERSE & DONAHOE By G.W. Converse

3910 El Cajon Blvd.

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 2d day of June, A.D. Nineteen Hundred and forty two before me, J. G. Mitchell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. W. Converse 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)

J. G. MITCHELL

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

I hereby approve the form of this agreement this 9th day of June, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

Recorded jun 10 1942 45 min. past 1 P.M. in Book 1349 at page 357 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 Converse & Donahoe; being Document No. 339129.

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

WHEREAS, Samuel Campbell is the owner of Lot Three (3) Talmadge Park, No. 4255 Adams Ave. San Diego Cal. of Talmadge Park;

NOW, THEREFORE, this agreement signed and executed this 5th day of June, by Samuel Campbell that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Van Dyke between Adams and Madison adjacent to the above described property, bind-----to, and I hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him 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 agrees that this agreement shall be binding on Samuel Campbell 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.

SAMUEL CAMPBELL

4508 Terrace Dr.

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 5th day of June, A.D. Nineteen Hundred and Forty-two, before me, May J. Sheedy, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Samuel Campbell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

MAY J. SHEEDY

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

My commission expires November 30, 1945

I HEREBY approve the form of the foregoing agreement this 9th day of June, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED JUN 10 1942 45 min. past 1 P.M. in Book 1362 at page 130 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

C. JOHNSON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Samuel Campbell; being Document No. 339130.

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, C. F. Berger is the owner of Lot 769 Unit 3 Talmadge Park and,

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

THIS AGREEMENT, signed and executed this 2 day of April, 1942, by the above named owner that he will, for and in consideration of the permission granted him to remove 17 feet of curbing on Norma Drive adjacent to the above described property, binds himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

He further agrees that this agreement shall be binding on 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.

C. F. BERGER

4263 - 40th St.

CURB REMOVAL AGREEMENT

STATE OF CALIFORNIA

County of San Diego

On this 14 day of April, A.D. Nineteen Hundred and Forty two, before me, Frances Valleau, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. F. Berger known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 23, 1944

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of June, 1942.
FRANCES VALLEAU
Notary Public in and for the County of San Diego,
State of California
JACOB WEINBERGER, City Attorney,
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 17 1942 35 min. past 10 A.M. in Book 1361 at page 182 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 H. ZERVAS
E. BAEPLER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from C. F. Berger; being Document No. 339175.

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

By Francis T. Bacon Deputy

A G R E E M E N T

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

WHEREAS, Wm. T. Watterson and Lutie B. Watterson is the owner of Lot So. 60 ft Lots 23-24, Block 11, of L. W. Kimball's Add.;

NOW, THEREFORE, this agreement, signed and executed this 12 day of June 1942, by W. T. and Lutie B. Watterson that we will, for and in consideration of the permission granted to remove 16 feet of curbing on 355 - 24 Street between J & K, 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-----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.

And further agree that this agreement shall be binding on ourselves 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.

WILLIAM T. WATTERSON
LUTIE B. WATTERSON
355 - 24 St San Diego Cal

STATE OF CALIFORNIA,

County of San Diego,

On this 12 day of June, A.D. Nineteen Hundred and Forty-two, before me, N. Steinmetz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William T. Watterson & Lutie B. Watterson, 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)

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

I HEREBY approve the form of the foregoing agreement this 13th day of June 1942.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 17 1942 35 min. past 10 A.M. in Book 1361 at page 184 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 H. ZERVAS
E. BAEPLER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Wm. T. and Lutie B. Watterson; being Document No. 339183.

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

By Francis T. Bacon Deputy

A G R E E M E N T

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

WHEREAS, Ned E. Randall is the owner of Lot 5, Gilbert's Hillcrest Addition;
NOW, THEREFORE, this agreement, signed and executed this 12th day of June, 1942, by Ned E. Randall that he will, for and in consideration of the permission granted to remove 14 feet of curbing on Front Street between Lewis Street and Montecito Street, adjacent to the above described property, bind himself to and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own

expense and with no cost or obligation on the part of The City of San Diego.

And 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.

NED E. RANDALL
4110 Front St., San Diego, Calif.

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

On this 12 day of June, A.D. Nineteen Hundred and Forty Two, before me, Helen C. Polk, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ned E. Randall known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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 Jan. 28, 1945

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

I HEREBY approve the form of the foregoing agreement this 13 day of June, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 17 1942 35 min. past 10 A.M. in Book 1361 at page 183 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

E. 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 Ned E. Randall; being Document No. 339184.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

OCCUPANCY AGREEMENT

In authorizing the occupancy of that building in Balboa Park, known as the Japanese Tea Pavilion, the Park Department herein after known as the party of the first part, and The San Diego Chapter of the American Red Cross, herein after known as the party of the second part, agree as follows:

In consideration of the use of the above building for the purposes of conducting a recreation room for military personnel, the party of the second part agrees to operate the above building without cost to The City of San Diego.

It further agrees that the sale, if any, of commodities within this building shall be handled by the park concessionaire, and that it will not sublet or change the use of this building without an agreement in writing from the party of the first part.

It further agrees that it will return the building to the Park Department in the condition in which it was accepted, ordinary wear and tear excepted.

W. ALLEN PERRY Park Director
Park Department

C. H. LYMAN
American Red Cross

Approved JUN 11 1942 WALTER W. COOPER City Manager

Dated June 10, 1942

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Occupancy Agreement with American Red Cross for occupancy of Japanese Tea Pavilion; being Document No. 339187.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis 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 5th day of June, 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, from time to time, as ordered or required by the City:

Richfield Ethyl Gasoline	{ 78 octane minimum
Hi-Octane Gasoline	{ 73 octane minimum
Flash Gasoline	{ 64 octane minimum

during the period beginning July 1, 1942 and ending June 30, 1943,

Specifications of bidder are made subject to the following provisions:

Specifications are subject to change by reason of governmental regulation or inability to obtain composite ingredients of the product bid upon; provided, however, that in the event the resultant product is not suitable to your use you may be privileged to terminate this agreement.

It is understood that since the date of submission of the bid, by reason of restrictions on the use of tetraethyl of lead and similar products by order of the War Production Board and other Federal authorities, the octane rating of Richfield's Hi-Octane gasoline is 70 octane minimum, and the octane rating of Richfield's Flash gasoline is 62 octane minimum.

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: CLEVE B. BONNER
RICHFIELD OIL CORPORATION (SEAL)
E. C. WINDER for General Sales Manager
Principal

SAINT PAUL MERCURY INDEMNITY COMPANY (SEAL)
By M. E. DITTMAN Its Attorney-in-Fact
Surety

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 5th day of June 1942, 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.

(SEAL)

PAUL W. ROSTER, JR.
Notary Public

My commission expires July 26, 1945

I hereby approve the form of the within Bond, this 12th day of June, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 12th day of June 1942

WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of June, 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 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 (78 octane minimum)
Hi-octane gasoline, (73 octane minimum)
and Flash gasoline (64 octane minimum),

during the period beginning July 1, 1942 and ending June 30, 1943.

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. 338141.

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

FOR TANK TRUCK DELIVERY:	PER GALLON
Richfield ethyl gasoline.....	\$ 0.10
Hi-octane gasoline (second structure).....	\$ 0.09
For truck and trailer delivery of Hi-octane in quantity of 5000 gallons or more, deduct discount of \$0.0025 per gallon.	
Flash gasoline (third structure)	\$ 0.0875

Deliveries of said gasoline, at the price for the several grades as hereinabove specified, shall be made to the City storage tanks located within the City limits of the City of San Diego 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, Torrey Pines Pumping Station, Chollas Station and San Vicente Dam.

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 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, 1942 to June 30, 1943, 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 parties agree that there shall be no obligation to deliver or to receive or use the said products when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

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. 76952 of the Council authorizing such execution, and the contractor has caused these presents to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By WALTER W. COOPER

City Manager

RICHFIELD OIL CORPORATION (SEAL)

By E. C. WINDER

For General Sales Manager

ATTEST: CLEVE B. BONNER

Specifications of bidder are made subject to the following provisions:

Specifications are subject to change by reason of governmental regulation or inability to obtain composite ingredients of the product bid upon; provided, however, that in the event the resultant product is not suitable to your use you may be privileged to terminate this agreement.

It is understood that since the date of submission of the bid, by reason of restrictions on the use of tetraethyl of lead and similar products by order of the War Production Board and other Federal authorities, the octane rating of Richfield's Hi-Octane gasoline is 70 octane minimum, and the octane rating of Richfield's Flash gasoline is 62 octane minimum.

I hereby approve the form of the foregoing Contract this 12th day of June, 1942.

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 Richfield Oil Corporation for furnishing gasoline; being Document No. 339201.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton 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 ELEVENTH STREET PIPE LINE CONNECTION, WHICH SAID CONTRACT IS DATED JANUARY 5, 1942, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 335208.

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 January 5, 1942, and is on file in the office of the City Clerk of said City as Document No. 335208, 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 June 12, 1942.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on June 16, 1942, 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 16th day of June, 1942.

THE CITY OF SAN DIEGO (SEAL)

By FRED W. SICK

City Clerk

RECORDED JUN 17, 1942 25 min. past 9 A.M. in Book 1363 at page 186 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.

W. J. MC CARTHY

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of work and materials Eleventh Street Pipe Line Connection; being Document No. 339261.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED SEVENTY-NINE Dollars (\$679.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of June, 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: 12 - 16" Rich #202 flanged 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 ELHWRIGHT

MISSION PIPE & SUPPLY COMPANY (SEAL)

PAUL O. VANCE, Pres.

Principal

ATTEST: J. V. HAWKINS

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
By M. SHANNON Attorney in Fact
Surety

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 16th day of June, before me, Marston Burnham, in the year one thousand nine hundred and forty-two, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. Shannon 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 M. Shannon 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, 1946

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

I hereby approve the form of the within Bond, this 17th day of June, 1942.

JACOB WEINBERGER City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 17th day of June 1942.

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 June, 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 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: 12 - 16" Rich #202 flanged gate valves, faced and drilled, 125# American Standard, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338523.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 12 - 16" Rich #202 flanged gates valves @ \$226.57 ea. \$2718.84. Said price includes the California States Sales Tax.

Said contractor agrees to complete said delivery on or before the day of 19 , conditioned on A-1-j or higher Preference Rating.

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 Eighteen and 84/100 Dollars (\$2718.84), said payments to be made as follows:

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 77003 of the Council authorizing such execution, and the contractor has caused these presents to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

ATTEST: ARTHUR F. H. WRIGHT

MISSION PIPE & SUPPLY COMPANY (SEAL)

PAUL O. VANCE, Pres.

Contractor

I hereby approve the form and legality of the foregoing contract this 17th day of June, 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 Mission Pipe & Supply Company for 12 - 16" flanged gate valves; being Document No. 339280.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Posen Deputy

KNOW ALL MEN BY THESE PRESENTS, That O'CONNELL BROTHERS, a partnership composed of Lawrence O'Connell, and Raymond O'Connell, as Principal and THE METROPOLITAN CASUALTY INSURANCE COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED TWELVE Dollars (\$1112.00), 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 13th day of June, 1942,

The condition of 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 - used Allis Chalmers WHD-7 Diesel Tractor, Serial No. WHD-7-788, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338517, 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.

O'CONNELL BROTHERS, a partnership,
composed of LAWRENCE O'CONNELL and
RAYMOND O'CONNELL

By LAWRENCE O'CONNELL

Principal

THE METROPOLITAN CASUALTY INSURANCE
COMPANY OF NEW YORK (SEAL)

By H. W. MILLER

Attorney-in-Fact
Surety.

ATTEST: RHODA HESTER

STATE OF CALIFORNIA

County of San Diego

} ss

On this 17th day of June in the year One Thousand Nine Hundred and Forty Two before me, Dorothy R. Daniels, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H. W. Miller known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of The Metropolitan Casualty Insurance Company of New York (a Corporation) and acknowledged to me that he subscribed the name of said Corporation thereto as surety and his own name as attorney in fact.

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

DOROTHY B. DANIELS

(SEAL)

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

My Commission expires April 24, 1945

I hereby approve the form of the within Bond, this 18th day of June, 1942.

JACOB WEINBERGER City Attorney

By J. H. MCKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 18th day of June 1942.

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 13 day of June, 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 O'CONNELL BROTHERS, a partnership composed of Lawrence O'Connell, and Raymond O'Connell, 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 - Used Allis Chalmers WHD-7 diesel tractor, Serial No. WHD-7-788, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338517.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: The sum of Four Thousand Four Hundred Forty-six and 70/100 Dollars (\$4446.70). Said price includes the California State Sales Tax, freight on tractor from Brawley, California, to San Diego, California, via Pacific Freight Lines and cost of faithful performance bond.

Said contractor agrees to complete delivery on or before the 30th day of June, 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: Four Thousand Four Hundred Forty-six and 70/100 Dollars (\$4446.70), 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 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. 77005 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
O'CONNELL BROTHERS, a partnership,
composed of Lawrence O'Connell and
Raymond O'Connell.
By LAWRENCE O'CONNELL
Contractor

ATTEST: RHODA HESTER

I hereby approve the form and legality of the foregoing contract this 18th day of June, 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 O'Connell Brothers for Diesel tractor; being Document No. 339301.

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

By Francis T. Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC CLAY PRODUCTS, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego State of California, in the sum of EIGHT HUNDRED SIXTY-THREE Dollars (\$863.00), 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 June, 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:

204 lin. ft. 8" vitrified clay sewer pipe
4610 " " 10" " " "
2310 " " 12" " " "

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: MARTHA D. REAK
PACIFIC CLAY PRODUCTS (SEAL)
A. T. WINTERSGILL W.P.
Principal
UNITED STATES FIDELITY AND GUARANTY COMPANY (SEAL)
By C. W. COAKLEY Its Attorney in Fact
Surety

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 17th day of June in the year one thousand nine hundred and forty-two, before me, Agnes L. Whyte a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D. W. Coakley, known to me to be the duly authorized Attorney-in-fact of the United States Fidelity and Guaranty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said D. W. Coakley duly acknowledged to me that he subscribed the name of the United States Fidelity and Guaranty Company thereto as Surety and his own name as Attorney-in-fact.

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

(SEAL) AGNES L. WHYTE
Notary Public in and for Los Angeles County,
My Commission expires Feb. 26, 1945. State of California
I hereby approve the form of the within Bond, this 19th day of June, 1942.
JACOB WEINBERGER, City Attorney
By H. B. DANIEL, Asst. City Attorney
I hereby approve the foregoing bond this 19th day of June 1942.
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 17th day of June, 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 PACIFIC CLAY PRODUCTS, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

204 lin. ft. 8" vitrified clay sewer pipe
4610 " " 10" " " "
2310 " " 12" " " "

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338345.

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

204 lin. ft. 8"	vittrified clay sewer pipe @ \$0.352 per ft.	\$ 71.81
4610 " " 10"	" " " " " " @ \$0.493 " "	\$2272.73
2310 " " 12"	" " " " " " @ \$0.634 " "	\$1464.54
		<u>\$3809.08</u>
Plus California State Sales Tax		114.27
		<u>\$3923.35</u>

Said contractor agrees to begin delivery of said material within 10th days from and after the date of the execution of this contract, and to complete said delivery on or before the 25th day thereafter, 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 Nine Hundred Twenty-three and 35/100 Dollars (\$3923.35), said payments to be made as follows:

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 77037 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
PACIFIC CLAY PRODUCTS
A. T. WINTERSGILL V.P.
Contractor

ATTEST: MARTHA D. REAK

I hereby approve the form and legality of the foregoing contract this 19th day of June, 1942.

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 Pacific Clay Products, for furnishing vittrified clay sewer pipe; being Document No. 339317.

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

KNOW ALL MEN BY THESE PRESENTS, That GRAYBAR ELECTRIC 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 ONE HUNDRED FIFTY-EIGHT DOLLARS (\$1158.00), 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 June, 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 certain electrical equipment and supplies as particularly itemized in and 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.

GRAYBAR ELECTRIC COMPANY (SEAL)
By H. E. HARPER Pacific District Manager
Principal
UNITED STATES GUARANTEE COMPANY (SEAL)
By ESTHER M. DANIELS Attorney-in-Fact
By DELORUS E. CLARK Attorney-in-Fact
Surety

ATTEST: C. E. CRANE

STATE OF CALIFORNIA }
County of Los Angeles } ss
On this 18th day of June, A.D. 1942, before me, M. P. Joseph, a Notary Public in and for the said County and State, personally appeared Esther M. Daniels and Delorus E. Clark known to me to be the persons whose names are subscribed to the within instrument, as the Attorneys-in-Fact of United States Guarantee Co. and acknowledged to me that they and each of them subscribed the name of United States Guarantee Company thereto as principal and their own names as Attorneys-in-Fact.

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

(SEAL) M. P. JOSEPH
Notary Public in and for said County and State
My commission expires June 3rd, 1945.

I hereby approve the form of the within Bond, this 22nd day of June, 1942
JACOB WEINBERGER, City Attorney
By J. H. McKINNEY, Deputy City Attorney
I hereby approve the foregoing bond this 23rd day of June 1942.
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 18th day of June, 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 GRAYBAR ELECTRIC 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: Certain electrical equipment and supplies, as itemized in and in accordance with the specifications on file in the office of the City Clerk of said City under Document No. 338662.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Four Thousand Four Hundred and Ninety-three Dollars and Sixty Cents, (\$4,493.60), plus the California State Sales Tax in the sum of One Hundred Thirty-four Dollars and Eighty-one Cents (\$134.81).

Said contractor agrees to begin delivery of said material within two days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of August, 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: Four Thousand Six Hundred Twenty-eight and 41/100 Dollars (\$4,628.41), 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 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. 77052 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
GRAYBAR ELECTRIC COMPANY
By H. L. HARPER Pacific District Manager
Contractor

ATTEST: C. E. CRANE

I hereby approve the form and legality of the foregoing contract this 22nd day of June, 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 Graybar Electric Company for electrical equipment; being Document No. 339417.

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

By Francis T. Fadden 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 COMPANY, as Principal and COLUMBIA CASUALTY CO., a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND TWO HUNDRED FIFTY-FIVE Dollars (\$1255.00), 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 23 day of June, 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: 6 - 16" #98 Clayton reducing 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: MARION B. HART
ATTEST: E. A. POKRANT
STATE OF CALIFORNIA, }
County of San Diego } ss
On this 23rd day of June, in the year 1942, 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) E. A. POKRANT
My commission expires 1/30/44
Notary Public in and for said County and State
co-partners, doing business under the firm name
and style of INDUSTRIES SUPPLY COMPANY
Principal
COLUMBIA CASUALTY COMPANY (SEAL)
315 Montgomery Street,
San Francisco, California
By A. H. ANDERSON Attorney-in-Fact
Surety

STATE OF CALIFORNIA, }
County of San Diego } ss
On this 23rd day of June, 1942, before me Leone Reddish 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, Jr. personally known to me to be the person whose name is subscribed to the within instrument and he duly acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.
(SEAL) LEONE REDDISH
My commission expires Sept. 25, 1945
Notary Public in and for the County of San Diego,
State of California

STATE OF CALIFORNIA, }
City and County of } ss
San Francisco }
On this 20th day of June, 1942, before me, Ruth Natusch, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Paul B. Rayburn, one of the co-partners, doing business under the firm name and style of INDUSTRIES SUPPLY 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 Industries Supply Company.
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) RUTH NATUSCH
My commission expires
December 28, 1942
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 23rd day of June, 1942.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney
I hereby approve the foregoing bond this 23rd day of June, 1942.
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 23d day of June, 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 PAUL B. RAYBURN and PAUL B. RAYBURN JR., co-partners doing business under the firm name and style of INDUSTRIES SUPPLY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:
That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 6 - 16" #98 Clayton reducing valves, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338523.
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 6 - 16" #98 Clayton reducing valves @ \$836.53 ea \$5,019.18. Said price includes the California State Sales Tax.
Said contractor agrees to complete said delivery on or before the day of 19 , conditioned upon receipt of A-1-j Priority Rating.
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 Nineteen and 18/100 Dollars (\$5019.18), said payments to be made as follows:
Upon delivery of said material, and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California . When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by

virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as 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 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. 77004 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, JR.
PAUL B. RAYBURN
co-partners, doing business under the firm name
and style of INDUSTRIES SUPPLY COMPANY
Contractor

ATTEST: MARION B. HART

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

On this 23rd day of June, 1942, before me, Leone Reddish 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, Jr. personally known to me to be the person whose names 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) LEONE REDDISH
Notary Public in and for the County of San Diego,
My commission expires Sept 25, 1945 State of California

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

On this 20th day of June, 1942, before me, Ruth Natusch, a Notary Public, in and for the City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Paul B. Rayburn, one of the co-partners, doing business under the firm name and style of INDUSTRIES SUPPLY 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 Industries Supply Company.

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) RUTH NATUSCH
Notary Public in and for the City and County
My commission expires of San Francisco, State of California
December 28, 1942

I hereby approve the form and legality of the foregoing contract this 23rd day of June, 1942.

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 Industries Supply Company for controll valves; being Document No. 339418.

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

By Francis T. Gordon Deputy

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, THE CITY OF CORONADO, CALIFORNIA, AND THE CITY OF SAN DIEGO, CALIFORNIA, PROVIDING FOR THE CONSTRUCTION OF A TRUNK SEWER LINE ACROSS AND IN THE STREETS OF THE CITY OF CORONADO, CALIFORNIA, AND IN THE CITY OF SAN DIEGO, CALIFORNIA, TO CONNECT WITH THE SAN DIEGO INTERCEPTOR SEWER LINE.

THIS AGREEMENT, made and entered into this 6th day of June, 1942, by and between THE UNITED STATES OF AMERICA, hereinafter designated as the "Government", THE CITY OF CORONADO, a chartered municipal corporation of the State of California, hereinafter designated as "Coronado", and THE CITY OF SAN DIEGO, a chartered municipal corporation of the State of California, hereinafter designated as "San Diego".

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

A.
The Government, acting through its Navy Department, is now engaged in the construction of a new sewage collection systems at the various Naval activities in San Diego, California, for the purpose of carrying the raw sewage therefrom into the City of San Diego sewage disposal plant, thus eliminating the pollution of San Diego Bay due to the raw sewage now being dumped therein.

B.
A study of the several methods of disposing of sewage from the Naval Air Station indicates that the most economical method is to carry the sewage across the causeway to the City of Coronado and there pump the sewage through a submarine line to a point at or near the foot of Pacific Highway in San Diego where same would connect with the trunk sewer line of the City of San Diego and which line will carry the sewage to the new disposal plant being constructed by the City of San Diego adjacent to the Destroyer Base. The City of

Coronado has requested that the Navy Department permit the disposal of sewage from Coronado through the same pipe line carrying Naval Air Station sewage to San Diego, which request has been granted by the Navy Department.

C.

The City of Coronado, by special election held July 29, 1941, voted to levy a special tax for a two-year period making available a sum of approximately \$25,000 for connecting the Coronado sewerage system to the Navy's sewage disposal line.

D.

It is essential that this work be done immediately for sanitary reasons and for the protection of health of the population of the Naval Air Station, the City of Coronado, the City of San Diego and their many Government employees. The City of Coronado and the City of San Diego are willing to cooperate with the Government in the improvement of these conditions by the immediate construction of said sanitary sewer by granting permission to the Government to enter upon and excavate certain streets within their respective jurisdictions for construction of said sanitary sewer.

E.

The City of San Diego, through Resolution No. 74763 dated 29 July, 1941, authorized and empowered the City Manager "**** to execute, for and on behalf of the City of San Diego, a contract providing for the transportation of sewage from the point of connection with the San Diego system to the Treatment plant and the treatment and disposal of the sewage of the U. S. Naval Air Station at North Island and the City of Coronado, at and for the price of \$11.00 per million gallons; such price, however, to be subject to further adjustment depending upon the actual cost of sewage disposal. Said contract shall provide that the City of Coronado and the U. S. Government shall pay the cost of connecting with the San Diego system and for the installation of meters, as well as all cost of maintenance of the line to the point of connection with San Diego system".

The Government by and through its Navy Department is able and willing to provide funds for the project and to control and let bids for the construction of said work with the exception of the repaving of the trenches through the streets of Coronado, which work is to be performed by the City of Coronado, and is not to be included in the Navy Department's plans and specifications for the project.

NOW, THEREFORE, in consideration of the premises, the parties hereto have agreed and by these presents agree, that the Government, the City of Coronado, and the City of San Diego shall join and cooperate in the project above outlined in accordance with and subject to the following terms and conditions and pursuant to the plans attached hereto and made a part of this agreement.

ARTICLE I

GENERAL DESCRIPTION AND LOCATION OF THE WORK TO BE DONE

(a) The work of constructing the sanitary sewer system under the terms of this agreement consists of the complete installation of the Navy sewage disposal line in Coronado and providing openings in said line for the connection of the present Coronado sewage collection system to the Navy sewage disposal line at points indicated on the attached map, and where pavements have been removed, the paving of trenches after work is completed, commencing at the easterly end of the causeway leading from North Island to Coronado at Station 1166+20.8 of the San Diego and Arizona Railway, as shown on the Right of Way and Track Map of said railway, and running thence easterly and northeasterly along the southeasterly side of said railway and not to exceed thirty (30) feet from the center line thereof to a point which is 200 feet westerly at right angles from the western line of Alameda Street; thence northerly parallel to the western line of Alameda Street to a point which is twenty (20) feet distant, northerly at right angles from the center line of said railway; thence easterly to a point on the northerly extension of the western line of Alameda Boulevard six (6) feet north of the northern line of First Street; thence easterly parallel to the northern line of First Street, seventy-two (72) feet; thence easterly to a point on the northerly extension of the eastern line of Alameda Boulevard, two (2) feet south of the northern line of First Street; thence easterly along First Street and two (2) feet distant from the northerly line thereof to a point twenty (20) feet westerly from the easterly line of "C" Avenue prolonged northerly; thence northerly on an easement across private property along "C" Avenue prolonged northerly for a distance of approximately three hundred and eighty (380) feet to a point near the shore line of San Diego Bay.

(b) The work also includes the construction of a submarine line across San Diego Bay on a line parallel to and distant easterly from the center lines of Pacific Highway, San Diego, prolonged southerly one hundred and fifty (150) feet at right angles therefrom to the shore line of the City of San Diego; and the complete installation of the sewer line in San Diego; and, where pavements have been removed, the paving of trenches after work is completed, commencing at the shore line of the City of San Diego; thence continuing 84.48 feet to a manhole to be constructed; thence easterly at right angles 400.89 feet to a point twenty-two (22) feet easterly from the southerly extension of the western line of Kettner Boulevard; thence northerly along a line parallel to and twenty-two (22) feet easterly from the southerly extension of the western line of Kettner Boulevard, a distance of 675 feet, more or less, to a point 323.20 feet southerly from the southern line of Market Street; thence at right angles easterly 365.0 feet, more or less, to a junction with the proposed intercepting sewer of the City of San Diego.

(c) The work also includes the installation of meters for determining the amounts of sewage contributed by the Government and by the City of Coronado.

(d) The City of Coronado and the City of San Diego approve and agree to the improvements on the portions of the above-named streets and municipal lands under their respective jurisdictions.

ARTICLE II

EASEMENTS AND RIGHTS OF WAY

(a) The City of Coronado agrees to obtain necessary easements for the sewer line through privately owned property in Coronado.

(b) The City of Coronado and the City of San Diego agree to and do hereby grant to the Government permission to operate on any and all of the above-named streets and municipal lands. It is understood and agreed that all work shall conform to the requirements of the City of Coronado and the City of San Diego specifications for such work as it progresses. The Government shall have the right to terminate all easements and rights of way at any time, and the Government agrees promptly upon such termination to restore the ground to substantially the original grade if this right is executed. As used in the paragraph, "easements and rights of way" shall be construed to mean permission to enter upon the streets or portions thereof hereinbefore specified for the purpose of doing the work hereby contemplated.

ARTICLE III

DETAIL OF CONTEMPLATED CONSTRUCTION

The construction considered under this contract shall be the cutting and removing of all pavement over the trench, the excavation of the trench to the depth shown on the profile and plans; the shoring of the trench; the laying of the sewer pipe; backfilling of the trench, the tamping, flooding, and rolling of the backfill; the removal of all shoring and the preparation of the trench surface for paving, and the paving of the trench with material similar to that removed; the construction of tunnels, consisting of the excavation,

shoring, and backfilling of the entire tunnel after the pipe is laid; the removal of the shoring to be optional with the Government; the construction of proper measuring devices to determine the quantity of sewage contributed by the Government and by the City of Coronado; and openings for connecting the present Coronado sewage collection system to the Navy sewage disposal line at points indicated on the attached map, and the complete construction of the submarine line across the bay from Coronado to San Diego, together with a proper measuring device located in the City of San Diego near the connection with the San Diego interceptor line to determine the total amount of sewage contributed by the Government and the City of Coronado.

ARTICLE IV

PLANS, SPECIFICATIONS, SURVEYS AND ENGINEERING DETAILS

Plans, specifications, surveys and engineering details for all construction contemplated under the terms of this agreement shall be furnished and supplied by the Government. All plans and specifications furnished for the work shall be subject to the approval of the City of Coronado and the City of San Diego where the work to be done is on the portions of the streets and lands named herein coming under their respective jurisdictions, and this approval shall be furnished without expense to the Government.

ARTICLE V

CONSTRUCTION AND SUPERVISION

(a) The Government by and through its Navy Department shall furnish all funds, labor and materials necessary for the completion of the work under this agreement with the exception that the City of Coronado shall furnish all funds, labor and material, necessary for the repaving of the trenches in the streets of Coronado. The City of Coronado, at its own cost, shall provide pretreatment and pumping plant required, of a character satisfactory to the Navy, to inject Coronado sewage into the Navy's sewer line.

(b) It is understood and agreed that the City of San Diego shall not be obligated to expend or furnish any funds in connection with such construction as is to be done by the Government and by the City of Coronado as outlined above.

ARTICLE VI

MAINTENANCE

(a) The City of Coronado agrees to maintain all of the streets in Coronado shown on the plans. The Government agrees to maintain all portions of the trenches under excavation or that are excavated and any other portion of the roadway disturbed or affected by the sewer project during the continuance of the construction work under this contract, and to maintain the Navy sewage disposal line.

(b) The Government agrees to exercise reasonable care to maintain properly any encroachments placed in the streets and to exercise reasonable care in making good any injury to any portions of the streets, including any necessary re-oiling or replacing of shoulders or pavement surface which occurs as a result of the maintenance of the encroachment in the streets or as a result of the work done under this agreement.

(c) It is further agreed that upon the completion of the construction of the facility covered by this agreement that the City of Coronado and the City of San Diego will maintain and keep in a state of repair at its own expense that portion of the facility under their respective control and jurisdiction.

ARTICLE VII

POLICING AND TRAFFIC CONTROL

(a) The City of Coronado shall furnish all necessary policing and traffic control of the streets of Coronado. The Government agrees to furnish such barricades, lights, signs, flagmen and watchmen as are necessary around the actual construction work of placing the sewer line in the streets of Coronado and San Diego.

(b) In the event that any claim for liability is made against the City of Coronado or the City of San Diego by reason of the death or injury to any person or the loss, destruction or damage to any property in connection with the construction of the facility covered by this agreement occasioned in whole or in part by the acts or omissions of the Government, its agents, employees or servants, 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 City of Coronado and the City of San Diego in whole or in part as the circumstances warrant.

(c) In the event that any claim for liability is made against the Government by reason of the death or injury to any person or the loss, destruction or damage to any property in connection with the operation or maintenance of that portion of the facility covered by this agreement which is under the control or jurisdiction of the City of Coronado occasioned in whole or in part by the acts or omissions of the said City, its agents, employees or servants, the City of Coronado agrees to indemnify and save harmless the Government from and against any loss, expense, claims or demands to which the Government may be subjected as a result of such death, loss, destruction or damage. This provision shall apply in like manner to the City of San Diego for the acts or omissions of the said City, its agents, employees or servants in connection with the operation and maintenance of that portion of the facility covered by this agreement which is under the control and jurisdiction of the said city.

ARTICLE VIII

AFFECT OF EXISTING RIGHTS

The execution of this agreement by the Government, the City of Coronado, and the City of San Diego shall not under any circumstances be interpreted or construed as a relinquishment by the Government or the City of Coronado or the City of San Diego of any claim of title or existing rights in the land covered thereby or involved therein which the Government or the City of Coronado or the City of San Diego, might have or assert.

ARTICLE IX

OPERATION OF PRETREATMENT AND PUMPING PLANTS AND READING OF METERS IN CORONADO

The City of Coronado shall maintain and operate the pretreatment and pumping plants in Coronado. It shall also maintain, operate and read the meters located in Coronado for measuring the amounts of sewage so contributed by the Naval Air Station and by the City of Coronado.

ARTICLE X

PAYMENTS FOR SERVICE

(a) Payments to the City of San Diego for the transportation, treatment and disposal of the sewage of the United States Naval Station at North Island shall be based upon the readings of the master meter located in San Diego, the meter located at the Naval Air Station and the meter located in the City of Coronado. The Government and the City of Coronado shall pay separately for this service as determined by the City of San Diego from such readings. Meters shall be read monthly before the fifth day thereof, and all meters shall be read on the same day. Division of the monthly bill between the Government and the City of Coronado shall be determined by the City of San Diego from the reading of the master meter located in the City of San Diego by proportioning the master meter reading in accordance with the respective meter readings as made by the City of Coronado and by the Government.

Payments for the service rendered by the City of San Diego shall be based, in the case of the Government, on actual net costs of transportation, treatment and disposal estimated, for the purpose of initial payments, to be the basic rate of \$11.00 per 1,000,000 gallons. Such rate does not include any payment on account of costs of construction of pipelines, pumping plant or treatment plant as the Government has made a contribution towards the cost of such construction.

(b) Payments for the services rendered by the City of San Diego for the transportation, treatment and disposal of the sewage of the City of Coronado shall be based on actual net cost of transportation, treatment and disposal estimated, for the purpose of initial payments, to be the basic rate of \$11.00 per 1,000,000 gallons. To said basic rate of \$11.00 per 1,000,000 gallons, there shall be added \$2.90 per 1,000,000 gallons, the same to cover interest and depreciation upon facilities constructed at the cost of San Diego but required for the services rendered to the City of Coronado. The basic rate to be paid to San Diego for services rendered during the first six months of the life of this contract shall be as set forth above, namely: In the case of the Government, \$11.00 per 1,000,000 gallons for all sewage metered and charged to the Government; in the case of the City of Coronado, \$11.00 per 1,000,000 gallons for all sewage metered and charged to the City of Coronado, plus an additional or surcharge of \$2.90 per 1,000,000 gallons, or a total of \$13.90 per 1,000,000 gallons. At the end of six months operation, and thereafter semi-annually, these basic rates (but not the additional or surcharge of \$2.90 per 1,000,000 gallons in the case of the City of Coronado) may be adjusted and revised whenever in the opinion of the City Manager of San Diego the cost of operation and maintenance, as determined by the City of San Diego, may require such revision and adjustment in order that they may equal the costs of maintenance and operation of San Diego's sewage treatment plant, as evidenced by certified statement in accordance with schedule of items involved thereunder acceptable to the Commandant, Eleventh Naval District, and filed therewith as a part of this agreement.

(c) Monthly meter readings made by the City of Coronado, as provided herein, shall be delivered to the City of San Diego immediately upon their determination and bills shall be rendered by the City of San Diego by the tenth day of each month for services rendered during the previous month and shall be paid to the City of San Diego on or before the thirtieth day of the month rendered.

(d) In the event that in the future more complete treatment for odor control or other reasons is required by any agencies of the City of San Diego, County of San Diego, State of California, or Federal Government, the parties to this agreement shall pay the proportional expense of such additional treatment, and the rates for services herein set forth shall be increased in proportion to the increased cost of such treatment.

(e) Provided, however, that the future payment of any expenses or for any adjustments in service rate increases covered by the provisions contained in the preceding paragraph shall be made by the Government out of such funds as are available therefor or out of any such funds as have been appropriated by the Congress of the United States for such purpose.

ARTICLE XI TERMINATION OF LIABILITY

The City of Coronado, California, and the City of San Diego, California, each agrees that it will, immediately upon the completion of the work herein contemplated, make an inspection of the streets which have been opened up by trenching operations and subsequently re-surfaced, and inform the Government, in writing, whether the repair work is satisfactory.

ARTICLE XII

The City of San Diego shall hold and save harmless the Government, its officers and agents from and against all demands of any nature or kind for or on account of the use of any patented article, combination or process which may affect the services to be performed by said City or any plant equipment furnished in connection with such services rendered to the Government under the terms of this agreement.

ARTICLE XIII

No Member of or Delegate to Congress nor any person holding any office or appointment under the Navy Department is or shall be admitted to any share or part of this agreement or to any benefit to arise therefrom: Provided that this provision shall not be construed to extend to this agreement if the same is made by an incorporated company for the general benefit of such company.

After acceptance of this work, no further liability shall attach to the Government for the construction or repair of any of the streets and their appurtenances herein referred to.

Dated June 10, 1942

UNITED STATES OF AMERICA

By W. C. BRATTON

Acting Judge Advocate General of the Navy, acting under the direction of the Secretary of the Navy

Date May 20, 1942

(SEAL)

ATTEST: A. W. MATHEWSON
City Clerk

THE CITY OF CORONADO, CALIFORNIA

By C. W. INCE Mayor

Under authority of a Resolution 1573 adopted May 19 1942.

Date MAR 20 1942

(SEAL)

ATTEST: FRED W. SICK
City Clerk

THE CITY OF SAN DIEGO, CALIFORNIA

By WALTER W. COOPER

Under authority of a Resolution adopted July 29, 1941

I hereby approve the form and legality of the foregoing Agreement this 20th day of March, 1942.

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 United States and Cities of San Diego and Coronado for construction of trunk sewer line across certain streets; being Document No. 339428.

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, Charles J. Conkling is the owner of Lots 5 & 6 Block 1 No. Highland Park and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation

of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 11th day of June, by Charles J. Conkling that he 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 Charles J. Conkling 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 J. Conkling 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 conditions and agreements herein named.

CHARLES J. CONKLING
3277 El Cajon Blvd.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 11th day of June, A.D. Nineteen Hundred and forty-two, before me, M. E. Williams, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles J. Conkling known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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 Aug. 6, 1945

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

I HEREBY APPROVE the form of the foregoing Agreement this 15th day of June, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 17 1942 35 min. past 10 A.M. in Book 1355 at page 313 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 removal agreement from Charles J. Conkling; being Document No. 339246.

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, Addie E. McCloskey is the owner of Lot 17 Block 2 Monte Mar Vista and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 10th day of June, 1942, by Addie E. McCloskey that she will, for and in consideration of the permission granted her to remove 15 feet of curbing on Meade Street adjacent to the above described property, binds Addie E. McCloskey 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.

Addie E. McCloskey further agrees that this agreement shall be binding on Addie E. McCloskey, 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.

ADDIE E. MC CLOSKEY
160 Brightwood Ave., C.V.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 12th day of June, A.D. Nineteen Hundred and forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Addie E. McCloskey known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

J. A. KRUMHOLZ
Notary Public in and for the County of San Diego
State of California

I hereby approve the form of the within Agreement this 15th day of June, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 17 1942 35 min. past 10 A.M. in Book 1355 at page 314, 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 removal agreement from Addie E. McCloskey; being Document No. 339247.

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 T. Holt and Ray Smith are the lessees of a portion of Pueblo Lot 243 of the Pueblo Lands of San Diego, in the city of San Diego, county of San Diego, state of California, according to Map thereof made by James Pascoe in May 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 27 day of May, 1942, by John T. Holt that they will, for and in consideration of the permission granted them to remove 146 feet of curbing on Midway Drive adjacent to the above described property, bind-----to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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 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 T. HOLT

1114 S. D. Trust and Savings Bldg.,

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 27 day of May, A.D. Nineteen Hundred and Forty-two, before me, Louise Cord, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John T. Holt known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

LOUISE CORD

(SEAL)

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

I HEREBY APPROVE the form of the foregoing Agreement this 15th day of June, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 17 1942 35 min. past 10 A.M. in Book 1355 at page 315 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 removal agreement from John T. Holt and Ray Smith; being Document No. 339251.

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

For and in consideration of being given permission to use a portion of the building in the rear of 3128 University Avenue, San Diego, California, located on the West 34 feet of Lots 25-28, Block 209, University Heights, for living quarters, I, Leonard Freshour, owner in fee title of the above described property, do hereby covenant and agree that no portion of said building lying within ten feet of the rear property line of said property shall be used for living quarters or sleeping purposes nor so used as to be in violation of the provisions of Ordinance No. 8924, as amended, of the ordinances of the City of San Diego, California. I further agree that all portions of said building lying within ten feet of the rear property line of said property will at all times be used as a garage or wash room or other accessory use.

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

June 16, 1942

LEONARD FRESHOUR, owner

Witness to the signature of Leonard Freshour

RAY N. KILGORE

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 16th day of June in the year one thousand, nine hundred and forty two, A.D. before me Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ray N. Kilgore personally known to me to be the same person whose name is subscribed to the within instrument as a subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Leonard Freshour personally known to him to be the same person described in and whose name is subscribed to the within instrument as a party thereto sign and execute the same; and that he, the affiant, then and there subscribed his name to said instrument as a witness.

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

FRED W. SICK

(SEAL)

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

My commission expires May 22, 1943

RECORDED JUN 17 1942 35 min. past 10 A. M. in Book 1355 at page 316 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

M. METHENY - 16

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement of Leonard Freshour re use of property at 3128 University Avenue; being Document No. 339257.

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

WHEREAS, Van Parker is the owner of Lot 6 Block 66, of Roseville;

NOW, THEREFORE, this agreement, signed and executed this 19th day of June 1942, by Van A. Parker that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Willow St. between Garrison and Hugo Sts., adjacent to the above described property, bind myself to, and I 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 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 my or 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.

VAN A. PARKER
1363 India

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

On this 19th day of June, A.D. Nineteen Hundred and forty two, before me, Earleen J. Matthews, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Van A. Parker known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires Dec. 11, 1943

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

I HEREBY approve the form of the foregoing agreement this 22nd day of June, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 24 1942 35 min. past 3 P.M. in Book 1368 at page 144 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Van A. Parker; being Document No. 339373.

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

WHEREAS, R.W.Abbott is the owner of Portion C of Lot 45 Block A, of Cabrillo Terrace;

NOW, THEREFORE, this agreement, signed and executed this 20th day of June 1942, by R. W. Abbott that he will, for and in consideration of the permission granted to remove 16 ft of curbing on Akron Street between Trumbull & Canon St. adjacent to the above described property, bind him to, and he 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.

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

R. W. ABBOTT
1155 Akron

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

On this 20th day of June, A.D. Nineteen Hundred and 42, before me Thomas M. Reardon a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. W. Abbott known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires Dec. 12, 1944

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

I HEREBY approve the form of the foregoing agreement this 22nd day of June, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 24 1942 35 min. past 3 P.M. in Book 1368 at page 143 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 removal agreement from R. W. Abbott; being Document No. 339374.

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

WHEREAS, H. B. Whitesel is the owner of Lot C Block 97, of Horton Add;

NOW, THEREFORE, this agreement, signed and executed this 19th day of June, 1942, by H. B. Whitesel that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Sixth Street between Island and Market, 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 further agrees that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

H. B. WHITESEL
541 6th.

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

On this 19th day of June, A.D. Nineteen Hundred and forty two, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. B. Whitesel known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 May 4, 1945 State of California
I HEREBY approve the form of the foregoing agreement this 22nd day of June, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 24 1942 35 min. past 3 P.M. in Book 1356 at page 409 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 H. B. Whitesel; being Document No. 339375.

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

WHEREAS, Claude J. & Audrey L. Sanborn is the owner of Lot 6 Block 60, of Culverwell & Taggart's Addition;

NOW, THEREFORE, this agreement, signed and executed this 19 day of June by Claude J. & Audrey L. Sanborn that they will, for and in consideration of the permission granted to remove 11 feet of curbing on G Street 30 foot walk between 19 and 20, adjacent to the above described property, bind them to, and do 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.

And further agrees 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.

CLAUDE J. & AUDREY L. SANBORN
707 - 19th St.

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

On this 19th day of June, A.D. Nineteen Hundred and Fourty-two before me, Andrew Nielsen, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Claude J. & Audrey L. Sanborn known to me to be the person described in and whose name is subscribed to the within instrument and acknowledged to me that the executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 Aug. 21, 1943 State of California
I HEREBY approve the form of the foregoing agreement this 22nd day of June, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED JUN 24 1942 35 min. past 3 P.M. in Book 1356 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.
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 Claude J. and Audrey L. Sanborn; being Document No. 339376.

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

WHEREAS, E. R. Stanford is the owner of Lot 19 - 20 - 21 Block 113, of University Heights;

NOW, THEREFORE, this agreement, signed and executed this 16th day of June, by E. R. Stanford that he will, for and in consideration of the permission granted to remove 12 feet of curbing on Illinois St. between El Cajon Blvd & Mead Ave., 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.

And further agrees that this agreement shall be binding on E. R. Stanford and Norma Stanford, 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.

E. R. STANFORD
3258 El Cajon Ave.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 16th day of June, A.D. Nineteen Hundred and forty two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. R. 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Mar. 20, 1943

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

I HEREBY approve the form of the foregoing agreement this 22nd day of June, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED JUN 24 1942 35 min. past 3 P.M. in Book 1356 at page 407 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 E. R. Stanford; being Document No. 339377.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT AMENDING THE CONTRACT GOVERNING THE CONNECTION OF AN
OUTFALL SEWER LINE OF THE CITY OF LA MESA WITH THE SEWAGE SYSTEM
OF THE CITY OF SAN DIEGO

THIS AGREEMENT, entered into this 23rd day of June, 1942, by and between the City of San Diego, a municipal corporation in the State of California, hereinafter referred to as San Diego, and the City of La Mesa, a municipal corporation in the State of California, hereinafter referred to as La Mesa, WITNESSETH:

RECITALS

A.

Under date of July 30, 1940, San Diego and La Mesa entered into a contract, the original of which is on file in the office of the City Clerk of the City of San Diego, bearing document No. 321583, recorded in Book 11, Page 323, records of said City Clerk, under which La Mesa agreed to construct an 18 inch sewage line entirely within the corporate boundaries of San Diego for a distance of 19,300 feet, which sewage line when completed will constitute a part of the sewage system of San Diego and be available for use of the inhabitants of San Diego within the territory through which the line is to be installed. The cost of construction of this line is to be entirely borne by La Mesa. In return, La Mesa is permitted to connect the terminus of this line to an existing sewer line of San Diego with the result that the sewage collected by La Mesa will be disposed of through the sewage collection and disposal system of San Diego.

B.

San Diego is constructing a sewage disposal plant and upon completion of the plant and of the sewer line to be constructed by La Mesa, San Diego undertakes to treat the sewage from La Mesa at an agreed price of \$10.00 per million gallons, for five years, and thereafter, at a price to be determined. La Mesa agrees to pay to San Diego 5% of the estimated cost of construction of the disposal plant, or a total of \$20,300.00, payable by La Mesa in ten (10) annual equal installments of \$2,030.00, beginning on the first day of May, 1941.

C.

Due to war emergency conditions now existing, La Mesa has been unable to construct the proposed outfall sewer line and in all probability will not be able to do so during the existence of the war emergency and will, therefore, derive no benefit from the construction of San Diego's sewage disposal plant until after the War, but will be compelled during such period, to avail itself of existing sewage disposal facilities.

D.

The sewage disposal plant of San Diego will not be completed for a number of months and San Diego is not, therefore, in a position presently to dispose of the sewage from La Mesa as contemplated by the existing agreement, even if La Mesa were in a position to deliver the same.

E.

In the circumstances, La Mesa desires to have the first of the ten annual installments due under said contract on May 1, 1941, postponed to May 1, 1943, and San Diego is willing to consent to such postponement.

NOW THEREFORE, in consideration of the matters and things contained in the foregoing recitals, it is hereby mutually agreed between the parties hereto, that the contract described in Recital A. hereof is modified in the following respect, but none other:

"1. COST OF CONSTRUCTION.

It is anticipated that the cost to the City of San Diego in the construction of the proposed treatment and disposal plant into which the sewage of the City of La Mesa will

be conducted, will approximate Four Hundred Six Thousand Dollars (\$406,000.00), of which the share of the City of Mesa should be five per cent (5%), or a total of Twenty Thousand Three Hundred Dollars (\$20,300.00), and the City of LasMesa hereby agrees to pay to the City of San Diego, and the City of San Diego hereby agrees to accept from the City of La Mesa as full payment for the proportion of the costs of the construction of said treatment and disposal plant to be borne by the City of La Mesa, a sum equal to five per cent (5%) of the actual cost of such construction when fully completed, but in no event to be more than a total sum of Twenty Thousand Three Hundred Dollars (\$20,300.00), payable in ten (10) annual equal installments of Two Thousand Thirty Dollars (\$2,030.00), beginning on the 1st day of May, 1943, and continuing annually thereafter on the 1st day of May, until the same shall be entirely paid. Should five per cent (5%) of the actual cost of construction on final completion be less than said sum of \$20,300.00, then said payments shall cease when said City of La Mesa shall have so paid a sum equal to five per cent (5%) of the actual cost of construction."

In all respects, except as herein specifically stated, the said contract of July 30, 1940, as to all of its terms and conditions shall continue in full force and effect.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through a majority of the members of its City Council, under and pursuant to a resolution authorizing said execution, and is executed by the City of La Mesa, acting by and through the members of its City Council, under and pursuant to a resolution authorizing such execution.

CITY OF SAN DIEGO, A Municipal Corporation
P. J. BENBOUGH
FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
HARLEY E. KNOW
A. E. FLOWERS

(SEAL)
ATTEST: FRED W. SICK
City Clerk

CITY OF LA MESA, A Municipal Corporation
BENJAMIN POLAK
OLIVER F. SCHULTZ
PERCY A. DANIELS
ERNEST W. WRIGHT
ROY MORGAN

(SEAL)
ATTEST: L. L. FREEMAN
City Clerk

I hereby approve the form and legality of the foregoing Agreement.

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 outfall sewer line connection; from La Mesa to City of San Diego; being Document No. 339337.

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, George W. Converse is the owner of Lot 20 Block 6 North Shore Highlands 1304 Missouri 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 22nd day of June 1942, by George W. Converse that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Fanuel Street adjacent to the above described property, binds George W. Converse 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.

George W. Converse further agrees that this agreement shall be binding on George W. Converse, 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 W. CONVERSE
3910 El Cajon

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 22nd day of June, A.D. Nineteen Hundred and forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George W. Converse known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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
I HEREBY APPROVE the form of the foregoing Agreement this 25th day of June, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 27 1942 9 min. past 9 A.M. in Book 1364 at page 255 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.

Copyist County 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 George W. Converse; being Document No. 339411.

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, George W. Converse is the owner of Lot 1 Block 6 North Shore Highlands 1305 Chalcedony 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 22nd day of June 1942, by George W. Converse that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Fanuel Street adjacent to the above described property, binds George W. Converse 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.

George W. Converse further agrees that this agreement shall be binding on George W. Converse, 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 W. CONVERSE
3910 El Cajon

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 22nd day of June, A.D. Nineteen Hundred and forty-two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George W. Converse known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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

I HEREBY APPROVE the form of the foregoing Agreement this 25th day of June, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 27 1942 9 min. past 9 A.M. in Book 1364 at page 256 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.
V. OSGOOD

Copyist County 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 George W. Converse; being Document No. 339412.

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

By Francis T. Patten Deputy

DECLARATION OF RESTRICTIONS, AFFIDAVIT AND AGREEMENT
REGARDING CONSTRUCTION OF AN AUXILIARY BUILDING

STATE OF CALIFORNIA }
County of San Diego } ss

I, the undersigned affiant, being first duly sworn, deposes and say:
That I am the owner of the hereinafter described real property:
Lots 31-34 inclusive Block 403 Subdivision of Pueblo Lot 1122 located at 3450 Kite Street, San Diego, California.

That I desire to move onto the above described property a 12 x 16 foot auxiliary building.

That I, in consideration of permission granted by the Office of the City Planning Commission of the City of San Diego to move onto the above described property said auxiliary building, do hereby promise, covenant and agree to and with said City of San Diego, a Municipal Corporation, and said Office of said City, that said building will not be used for commercial purposes nor in violation of Ordinance No. 12988 which places said property in zone R-1 as defined by Ordinance No. 8924, as amended, and will at all times be used only as an accessory building in connection with the permitted uses in said zone R-1.

That this covenant shall run with the land and be part of a general plan for the protection and benefit of each and every one and that if I should hereafter convey said real property to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

Dated: This 26th day of June, 1942.

Subscribed and sworn to before me this 26th day of June, 1942.
S. A. CUMMINGS
CLARK M. FOOTE JR.

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

My commission expires March 20, 1943
RECORDED JUN 27 1942 9 min. past 9 A.M. in Book 1364 at page 257 of Official
Records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

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

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

Copyist 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 and agreement re auxiliary building from S. A. Cummings; being Document No. 339444.

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

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, that UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED SIXTY-THREE Dollars (\$863.00), 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 23rd day of June, 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: Cast iron pipe and fittings for the Beardsley Street Sewer Pumping Station and Sewage Disposal Plant, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: H. A. HOOVER
Asst. Secty

UNITED STATES PIPE & FOUNDRY COMPANY
By D. B. STOKES Vice-President
Principal (SEAL)

ATTEST: ANNA GIBSON

UNITED STATES GUARANTEE COMPANY
By CHARLES SEELEY Attorney-in-fact
And G. W. BELL Attorney-in-fact
Surety (SEAL)

I hereby approve the form of the within Bond, this 2d day of July, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney

I hereby approve the foregoing bond this 3rd day of July, 1942.

WALTER W. COOPER
City Manager

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

On this 23rd day of June, in the year nineteen hundred and forty-two, 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 Charles Seeley 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
My commission expires Mar. 10 1946 Notary Public in and for the City and County of San Francisco, 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 23d day of June, 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 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: Cast iron pipe and fittings for the Beardsley Street Sewer Pumping Station and Sewage Disposal Plant, as itemized and in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338519.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Three Thousand Four Hundred Forty-nine and 56/100 Dollars (\$3,449.56). Said price includes the California State Use and/or Sales Tax, and is based on shipping direct from contractor's foundry/foundries located within the Birmingham District, Alabama, via all-rail, 40,000 pounds minimum carloading.

All delivery and/or shipping promises are quoted subject to governmental control as to priorities and allocation of materials.

Said contractor agrees to complete said delivery on or before the 10th day of October, 1942, conditioned upon receipt of A-1-j Priority Rating.

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 Forty-nine and 56/100 Dollars (\$3449.56), said payments to be made as follows:

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City,

acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 77036 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

UNITED STATES PIPE & FOUNDRY COMPANY

(SEAL)

D. B. STOKES Vice-President

Contractor

ATTEST: H. A. HOOVER

Asst. Secty

I hereby approve the form and legality of the foregoing contract this 2d day of July, 1942.

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 for 16" cast iron pipe; being Document No. 339563.

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, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Edwin A. Spencer, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2456 (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, 1942, 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 50/100 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, 1942 and ending June 30, 1943.

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 6th day of July, 1942.

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 of Employment with Edwin A. Spencer as Organ Tuner Balboa Park; being Document No. 339617.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That Herman Chilton d/b/a HERMAN GOLDBERGER AGENCY, of Boston Massachusetts, 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 NINETY-TWO Dollars (\$392.00), 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 June, 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 to said City: Magazines and newspaper subscriptions for the period beginning September 1, 1942 and ending August 31, 1943, 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 ALISON O'HARE

HERMAN GOLDBERGER AGENCY
HERMAN CHILTON

Principal
AMERICAN SURETY COMPANY OF NEW YORK
By W. I. WHITLEY, Resident Vice
President
Surety (SEAL)

Countersigned at Los Angeles, Calif.
By H. C. PERK Resident Licensed Agent

ATTEST: E. KIBBY, Resident Assistant Secretary

I hereby approve the form of the within Bond, this 7th day of July, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney
WALTER W. COOPER
City Manager

I hereby approve the foregoing bond this 8th day of July 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 June, 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 herein-after sometimes designated as the City, and Herman Chilton d/b/a/ HERMAN GOLDBERGER AGENCY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Magazine and newspaper subscriptions for the period beginning September 1, 1942 and ending August 31, 1943, all in accordance with the specifications therefor contained in Document No. 338671, on file in the office of the City Clerk of said city, which said document is by reference hereto made a part of this contract as fully as though written out and incorporated into the body hereof.

Said Contractor hereby agrees to furnish and deliver said magazines and newspapers hereinabove described at and for the price of One Thousand Five Hundred Sixty-six and 95/100 Dollars (\$1566.95).

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said Contractor undertaken by it to be performed, and the acceptance by the City as herein provided, will pay said Contractor, in warrants drawn upon the proper fund of said City, the sum of One Thousand Five Hundred Sixty-six and 95/100 Dollars (\$1566.95), as follows:

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

Said Contractor agrees that it 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. 77123 of the Council authorizing such execution, and the contractor has caused this contract to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER

City Manager

HERMAN GOLDBERGER AGENCY,
By HERMAN CHILTON

ATTEST: ALISON O'HARE

I hereby approve the form of the foregoing contract, this 7th day of July, 1942.

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 Herman Goldberger Agency for magazine and newspaper subscriptions; being Document No. 339657.

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

By Francis T. Fellers Deputy

L E A S E

THIS INDENTURE OF LEASE made and entered into this 9th day of July, 1942, 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 SOLAR AIRCRAFT COMPANY, a corporation, as Lessee, hereinafter sometimes called the Corporation, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let 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, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying

under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; the said lands hereby leased being more particularly described as follows, to-wit:

Beginning at Station No. 461, on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego; thence north $63^{\circ} 21' 52''$ east a distance of 469.67 feet to the true point or place of beginning, said true point being a point on a curve on the northwesterly boundary of that 200-foot tideland strip dedicated to the public use as and for a public street by Resolution No. 227, proceedings of the Harbor Commission of The City of San Diego, said curve being concave to the southwest and having a radius of 1600 feet, the center of which bears south $63^{\circ} 12' 58''$ west; thence northwesterly along the arc of said curve an arc distance of 612.22 feet, to a point of intersection with the southwest-erly prolongation of the southeasterly line of Juniper Street, according to Municipal Tide-lands Subdivision Tract No. 1, filed as Document No. 100007 in the office of the City Clerk of The City of San Diego; thence along the southeasterly line of Juniper Street and its southwesterly prolongation to its intersection with the southwesterly line of Belt Street, according to said Document No. 100007; thence south $20^{\circ} 11' 20''$ east along the said south- westerly line of Belt Street a distance of 580.20 feet to a point; thence at right angles south $69^{\circ} 47' 40''$ west a distance of 148.42 feet, more or less, to the true point or place of beginning, containing 127,492 square feet of tideland area.

The lands hereinabove described being shown on Drawing No. 59-B-3, dated June 12, 1942, attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said Corporation for a period of ten (10) years, beginning on the 1st day of August, 1942, and ending on the 31st day of July, 1952, unless sooner terminated as herein provided, at the following rentals:

For the first five (5) years of said term, the sum of three cents (3¢) 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 five cents (5¢) 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.

If at any time during the term of this lease the tenancy hereunder shall inter- fere 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 in- consistent with the trust under which the said tidelands are held from the State of Cali- fornia, 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 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.

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 principally for the manufacture and sale of aircraft, aircraft engines and aircraft parts, together with any necessary opera- tions in connection therewith; and incidentally for the manufacture and sale of such metal products as stamped, welded or machined parts, or products otherwise formed by processes or machines generally used in the production of airplanes, airplane engines, or parts thereof.

(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 term- ination thereof, except upon a termination for a cause entitling the Corporation 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 Cor- poration, said Corporation shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been construct- ed by it on said premises.

(4) At no time during the life of this lease shall The City of San Diego or said Harbor Commission be required to make any improvement of any nature or description whatsoever on or for the benefit of the said leased premises.

(5) At no time during the life of this lease shall billboards be erected or main- tained on the leased premises.

(6) That said City reserves the right to make such improvements for the develop- ment 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 Corporation will remove any structures or buildings placed or erected on said demised premises by the said Corporation 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 Corporation shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(7) Said Corporation further agrees that if said City, without fault on its part, should be made a party to any action brought against the Corporation, and arising out of the acts or defaults of the Corporation, its agents, servants or employees, or in connection with said Corporation's occupation of said demised premises, then and in that event said Corporation covenants and agrees with said City to pay, indemnify and save harmless the said City against all reasonable expense incurred by the City in defending such suit or action.

(8) The Corporation agrees that it will not record this lease without the written consent of the City.

(9) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein; and the Corporation does hereby expressly covenant that it will in all respects abide by all such laws, and further that it will in the use and occupancy of said leased premises and in all business conducted thereon strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(10) That this lease shall not be assignable without the consent of the Harbor

Commission of said City evidenced by resolution duly passed; and no portion of said leased premises shall be underlet or sublet without the consent of said Harbor Commission, likewise evidenced by resolution duly passed; provided, however, that consent is hereby given the Corporation to sublet space in one of the buildings located upon the leased premises to California Packing Corporation, for the purpose of storing machinery and equipment belonging to said California Packing Corporation.

(11) In the event the Corporation 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, including the prompt payment when the same shall be due of all rentals reserved herein, then and in that event after ten (10) days' written notice to the Corporation demanding the performance, remedying or curing of the same, and upon the failure, neglect or refusal of the Corporation so to do within said ten (10) days, this lease shall terminate, and said Corporation shall have no further rights hereunder, and shall forthwith remove from said premises and shall have no further right or claim thereto or interest therein; and the City shall immediately thereupon without recourse to the courts, have the right to re-enter and take exclusive possession of said premises, and said Corporation shall forfeit all rights and claims thereto and thereunder. Said Corporation in accepting this lease hereby acknowledges the right of said City so to do.

In the event the City takes possession of the leased premises under the provisions of this paragraph, or otherwise, it may remove any further and other personal property in the leased premises and place the same in storage in any warehouse, or other suitable place, in The City of San Diego, for the account and at the expense of the Corporation, who hereby agrees to save the City harmless from any cost, loss or damage occasioned thereby. In connection the Corporation expressly waives all claims for damages that may be caused by the City re-entering and taking possession of the premises and removing property therefrom, as herein provided.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said Corporation 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, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

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

SOLAR AIRCRAFT COMPANY (SEAL)
Lessee

By C. S. MARSTON Vice Pres.
JACK D. OATMAN Assistant Secretary
JACOB WEINBERGER City Attorney
By H. B. DANIEL Assistant City Attorney

I hereby approve the form of the foregoing Lease this 9th day of July, 1942.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease from Solar Aircraft Company; being Document No. 339673.

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

WHEREAS, Dan E. Thomas is the owner of Lot 257 of Crown Point;

NOW, THEREFORE, this agreement signed and executed this 25th day of June, 1942, by Dan E. Thomas that he will, for and in consideration of the permission granted to remove 55' feet of curbing on Ingraham Street between Lacima and La Mancha, 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.

And 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.

DAN E. THOMAS
3405 Ingraham

STATE OF CALIFORNIA }
County of San Diego } ss

On this 25th day of June, A.D. Nineteen Hundred and forty two, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dan E. Thomas known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 August 5, 1945
I HEREBY approve the form of the foregoing agreement this 26th day of June, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 3 1942 5 min. past 10 A.M. in Book 1359 at page 401 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
curb removal agreement from Dan E. Thomas; being Document No. 339451.

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

WHEREAS, Harriet Louise Phelps and Hubbard V. Phelps is, they the owners of Lots
14 & 15 Block 10 Birdrock Addition La Jolla, Calif.;

NOW, THEREFORE, this Agreement, signed and executed this 24th day of June 1942,
by Harriet Louise Phelps that-----will, for and in consideration of the permission granted
to remove 16 feet of curbing on Midway between Taft and Linda Rosa, adjacent to the above des-
cribed property, bind her to, and she 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 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.

And 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.

HARRIET LOUISE PHELPS
806 Midway

STATE OF CALIFORNIA }
County of San Diego } ss

On this 24 day of June, A.D. Nineteen Hundred and 42, before me, Doris Smylie, a
Notary Public in and for said County, residing therein, duly commissioned and sworn, person-
ally appeared Harriet Louise Phelps 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 July 25, 1945 State of California

I HEREBY approve the form of the foregoing agreement this 26th day of June, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 3 1942 5 min. past 10 A.M. in Book 1366 at page 280 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. L. PAIGE

Copyist County 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 Harriet Louise and Hubbard V. Phelps; being Document No.339452.

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

WHEREAS, Giovanni Canepa is the owner of Lot 1, Block 30, of Middletown;

NOW, THEREFORE, this Agreement, signed and executed this 16th day of June, by
Giovanni Canepa that he will, for and in consideration of the permission granted to remove
20 feet of curbing on Date Street between Ketner and India St, adjacent to the above de-
scribed property, bind himself to and does hereby by these presents agree to remove any
driveway constructed in pursuance hereto, and to replace the curbing at such time as the
City Council of San Diego directs me so to do, and comply therewith at my own expense and
with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself, Giovanni Canepa
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.

GIOVANNI CANEPA
1673 Kettner Blvd.

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

On this 16th day of June, A.D. Nineteen Hundred and forty two, before me, Marcos
Martinez, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Giovanni Canepa known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 3, 1945 State of California

I HEREBY approve the form of the foregoing agreement this 26th day of June, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 3 1942 5 min. past 10 A.M. in Book 1359 at page 403 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Giovanni Canepa; being Document No. 339453.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Sutter Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this sixth day of July, 1942, 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, 1942, and ending June 30, 1943; 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, 1942, and ending June 30, 1943, 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, 1942.

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

GEORGE B. BUCK

Party of the Second Part

I hereby approve the form of the foregoing Agreement this 26th day of June, 1942.

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 with George B. Buck as consulting actuary for City Employees' Retirement System; being Document No. 339683.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Sutter Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 8th day of July, 1942, 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 1942-1943, beginning on the 1st day of July, 1942, and ending on the 30th day of June, 1943, 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 continued services in 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 1942-1943, 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. 77226, adopted by the Council of said City on the 7th day of July, 1942, 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 and legality of the foregoing Contract this 8 day of July, 1942.

JACOB WEINBERGER
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 \$3600.00 plus allowable expenses.

Dated July 8 1942

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of Water Development FAA 235

Memo. Phil D. Swing, Water Counsel Res. 77226

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. 339691.

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 9th day of July, 1942, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, first party, hereinafter sometimes referred to as the "City," and LESLIE S. EVERTS and CARL M. ESENOFF, second parties, hereinafter sometimes designated as the "Auditors," WITNESSETH:

WHEREAS, the City desires to engage the services of competent certified public accountants to make the annual audit of all accounts and books of all the departments of the City, pursuant to the provisions of Section 111 of the City Charter, and to perform certain other work as hereinafter mentioned; and

WHEREAS, second parties are willing to undertake and perform said work;

NOW, THEREFORE, the parties do hereby agree together as follows:

(1) The City does hereby employ the said second parties to make the annual audit required under Section 111 of the City Charter, covering a period of one year from July 1, 1941, to June 30, 1942, 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 1st day of July, 1942, and to fully complete the same on or before the 31st day of December, 1942.

(4) The City agrees to pay to said Auditors for said completed audit the sum of two thousand dollars (\$2000.00).

The amount agreed to be paid to said Auditors on account of said audit, to-wit, the sum of two thousand dollars (\$2000.00) 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 two thousand dollars (\$2000.00), 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. 77216, 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

I hereby approve the form of the foregoing contract this 6th day of July, 1942.
Parties of the Second Part
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.

Not to exceed \$2,000.00
Dated July 8 1942

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of General Appropriations

Memo - EVERTS & ESENOFF ANNUAL AUDIT RES. 77216

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Leslie S. Everts & Carl M. Esenoff for annual audit; being Document No. 339692.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

RIGHT OF WAY FOR REMOVAL OF BRUSH

In consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged City of San Diego does hereby grant to Southern California Telephone Company, a corporation, its successors and assigns, the right to remove brush and keep same removed from a strip of ground 100 feet wide, being 50 feet on each side of the existing telephone line situated on the following described property in the County of San Diego, State of California, described as:

Northeast quarter of Southeast quarter of Section 31, Township 12 South,

Range 1 East, S.B.B. & M.

Brush to be cut approximately six inches above ground. Cuttings to be disposed of in accordance with applicable regulations.

Poles 379-392 inclusive on property.

It is agreed that the agents and employees of Southern California Telephone Company, its successors and assigns, at all times, shall have right of ingress to and egress from the above-described property and to its structures placed thereon; provided Southern California Telephone Company, its successors and assigns, shall be responsible for any damage which may occur to the above-described property, other than the normal and natural consequence of the work described above, which may result to said property by reason of any negligent act or omission on the part of its agents and employees.

WITNESS our hand and seal this 8th day of July 1942.

THE CITY OF SAN DIEGO
WALTER W. COOPER

City Manager

I hereby approve the form of the foregoing Right of Way for Removal of Brush this 6th day of July, 1942.

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 the City and Southern California Telephone Company for removal of brush from pole line right of way; being Document No. 339693.

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

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 Director of War Housing for the San Diego War Housing Commission; and

WHEREAS, pursuant to such authorization, the City Manager heretofore, to-wit: on July 29, 1941, on October 9, 1941, on January 28, 1942 and on May 11, 1942, entered into contracts with George B. White for his services as Director of War Housing, which said contracts terminated, respectively, on October 31, 1941, January 31, 1942, April 30, 1942 and June 30, 1942; and

WHEREAS, the San Diego War Housing Commission and the City Manager desire to continue the services of said George B. White, as Director of War Housing, for an additional period of three (3) months beginning July 1, 1942 and terminating September 30, 1942; and

WHEREAS, said George B. White is desirous of serving as Director of War Housing under the rules and regulations of the San Diego War 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 the period beginning July 1, 1942 and ending September 30, 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 July 20, 1942.

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 War 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 War 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 War 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 11th day of July, 1942.

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 6th day of July, 1942.

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.

Not to exceed \$750.00 from July 1st 1942 to Sept. 30 1942

Dated July 8 1942

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of Unappropriated Balance and other Funds

Memo. George B. White Director Housing Commission Res. 77214

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with George B. White for services as Director of War Housing; being Document No. 339712.

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 2nd day of July, 1942.

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, POINSETTIA DRIVE, JONQUIL DRIVE, NARCISSUS DRIVE, HYACINTH DRIVE, AZALEA DRIVE, WISTERIA DRIVE, LOTUS DRIVE, PLUMOSA DRIVE and AMARYLLIS DRIVE, within the limits and as particularly described in Resolution of Intention No. 76595, adopted March 31, 1942, 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 M. S. FOWLER V.P.Treas.

Principal

THE AETNA CASUALTY AND SURETY COMPANY

By L. E. MIDDLEY Resident Vice-

President
Surety

ATTEST: E. L. TOLSON

Resident Assistant Secretary

(SEAL)

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 2nd day of July, in the year nineteen hundred forty-two, 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 L. E. Midgley, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

FRANCES S. BOWERS

(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 10th day of July, 1942.

JACOB WEINBERGER City Attorney

By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77091 passed and adopted on the 16th day of June, 1942, require and fix the sum of \$398.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING

Loma Portal Lighting District No. 1

THIS AGREEMENT, made and entered into this 14th day of July, 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 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 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 WILLOW STREET with Curtis Street, Dumas Street, Elliott Street and Freeman Street.

At the intersection of PLUM STREET with Curtis Street.

At the intersection of CLOVE STREET with Curtis Street, Dumas Street and Elliott Street.

On DUMAS STREET, between Clove Street and Willow Street.

On ELLIOTT STREET, between Willow Street and the northwesterly line of Plumosa Park.

On FREEMAN STREET, between Chatsworth Boulevard and Willow Street.

On GOLDSMITH STREET, between Chatsworth Boulevard and Evergreen Street.

On CHATSWORTH BOULEVARD, between the southwesterly line of Curtis Street produced northwesterly and its termination in Lytton Street.

On LYTTON STREET, between its termination in Chatsworth Boulevard and Rosecrans Street (excepting the northeasterly side of said Lytton Street between Evergreen Street and Rosecrans Street).

On the northwesterly side of ROSECRANS STREET, between the northeasterly line of Curtis Street produced southeasterly and Lytton Street.

On POINSETTIA DRIVE, between Elliott Street and Amaryllis Drive.

On JONQUIL DRIVE, between Elliott Street and Lotus Drive.

On NARCISSUS DRIVE, between Elliott Street and Lotus Drive.

On HYACINTH DRIVE, between the northerly line of Wing Street produced westerly and the northeasterly line of Plumosa Park.

On AZALEA DRIVE, between Hyacinth Drive and the northeasterly line of Plumosa Park.

On WISTERIA DRIVE, between Azalea Drive and the northeasterly line of Plumosa Park.

On LOTUS DRIVE, between Poinsettia Drive and Hyacinth Drive.

On PLUMOSA DRIVE, between Hyacinth Drive and Chatsworth Boulevard; and

On AMARYLLIS DRIVE, between Poinsettia Drive and Lotus Drive.

Such furnishing of electric current shall be for a period of one year from and including June 28, 1942, to-wit, to and including June 27, 1943.

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 4, 1942, 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 (\$1591.80) 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."

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 (\$1591.80) 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 (\$1591.80). 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
(SEAL) Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By M. B. FOWLER V.P.Treas

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

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

Deputy

I hereby approve the form of the foregoing Contract, this 10th day of July, 1942.

JACOB WEINBERGER City Attorney
By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract covering Loma Portal Lighting District No. 1; being Document No. 339703.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Bowers 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 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 SIXTY-SEVEN DOLLARS (\$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 severally, firmly by these presents.

Signed by us and dated this 2nd day of July, 1942.

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 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 M. B. FOWLER V.P.Treas

Principal

THE AETNA CASUALTY AND SURETY COMPANY

By L. E. MIDGLEY Resident Vice-President

Surety

(SEAL) ATTEST: J. A. CANNON
Secretary

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

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 2nd day of July, in the year Nineteen hundred forty-two, 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 L. E. Midgley, 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 HERE APPROVE the form of the foregoing Undertaking this 11th day of July, 1942.

JACOB WEINBERGER City Attorney

By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77139, passed and adopted on the 23rd day of June, 1942, require and fix the sum of \$567.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING

Mission Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 14th day of July, 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 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, 1942, to-wit, to and including May 14, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Mission Beach Lighting District No. 1", filed April 10, 1942, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Eight Hundred 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 No. 1 Fund."

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Four Hundred Fifty-three and 60/100 Dollars (\$453.60) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

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

And it is further mutually agreed that no part or portion of said sum of One Thousand 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.

(SEAL) ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By M. B. FOWLER V.P. Treas.

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

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

I hereby approve the form of the foregoing Contract, this 11th day of July, 1942.
JACOB WEINBERGER City Attorney
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract covering Mission Beach Lighting District No. 1; being Document No. 339704.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Putnam Deputy

U.S.G.CO. BOND #1374852

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California in the sum of ONE THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$1524.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of July, 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 1200 lineal feet of 16" Class 250, super deLavaud, centrifugally cast, B & S cast iron pipe, in accordance with the plans and specifications referred to in said contract, and for the 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 COMPANY
By D. B. STOKES Vice-President

Principal (SEAL)

UNITED STATES GUARANTEE COMPANY
By CELIA R. PETAR Attorney-in-Fact
And A. O. FISKE Attorney-in-Fact
Surety (SEAL)

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

On this 1st day of July, in the year nineteen hundred and Forty-Two, 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, 1946

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 13th day of July, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL

Deputy City Attorney

I hereby approve the foregoing bond this 13th day of July, 1942.

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 July, 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 herein-after 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: 1200 lineal feet of 16" Class 250, super deLavaud, centrifugally cast, B&S, cast iron pipe, 18-foot lengths, cement lined, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338980. Dollars

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Six Thousand Ninety-six (\$6096.00). Said price includes the California State Use and/or Sales Tax, and is based on shipping direct from contractor's foundry located at Bessemer, Alabama, via all rail, 60,000# minimum carloading.

All delivery and/or shipping promises are quoted subject to governmental control as to priorities and allocation of materials.

Said contractor agrees to complete said delivery on or before the 10th day of November, 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 Ninety-six Dollars (\$6096.00), 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. 77159 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

UNITED STATES PIPE & FOUNDRY COMPANY (SEAL)

By D. B. STOKES Vice-President

Contractor

ATTEST: H. A. HOOVER

Asst. Secty.

I hereby approve the form and legality of the foregoing contract this 13th day of July, 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 United States Pipe & Foundry Company for 16" cast iron pipe; being Document No. 339741.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis J. [Signature] Deputy

This CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1942, 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 2456 (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, 1942, 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, 1942 and ending June 30, 1943.

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

HAROLD A. THOMPSON

Second Party

I hereby approve the form of the foregoing contract this 8th day of July, 1942.

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 covering services of Dr. Harold A. Thompson; being Document No. 339791.

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, 1942, 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. 2456 (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, 1942, 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 Eighty Dollars and 15/100 (\$280.15) 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 Eighty and 15/100 Dollars (\$280.15) 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, 1942 and ending June 30, 1943.

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 9th day of July, 1942.

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 covering services of Malcolm J. Rogers; being Document No. 339792.

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, 1942, 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. 2456 (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, 1942, 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 Forty Three and 75/100 Dollars (143.75) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: One Hundred Forty Three and 75/100 Dollars (143.75) 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, 1943.

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 9th day of July, 1942.

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 Malcolm F. Farmer; being Document No. 339793.

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, 1942, 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. 2456 (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, 1942, 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 Sixty Four and No/100 Dollars (\$164.00) 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 Sixty Four and No/100 Dollars (\$164.00) 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, 1942 and ending June 30, 1943.

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 8th day of July, 1942.

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 covering services of John Davidson; being Document No. 339794.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. [Signature] Deputy

This CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1942, 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. 2456 (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, 1942, 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 Eighty Four and 40/100 Dollars (184.40) 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 Eighty Four and 40/100 Dollars (184.40) 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) day 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, 1942 and ending June 30, 1943.

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 9th day of July, 1942.

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 covering services of Fletcher A. Carr; being Document No. 339795.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Sack Deputy

FORM OF CONTRACT

THIS AGREEMENT, MADE AND ENTERED INTO AT The City of San Diego, County of San Diego, State of California, this 17th day of July, 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 PIPE AND CONSTRUCTION CO. 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 MURRAY PIPE LINE in the County of San Diego, State of California, being and as per Schedule Ia and IIa 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 May 1942, marked "Document No. 338653, and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Murray Pipe Line said plans consisting of 6 sheets and said specifications consisting of 156 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 Section 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:

<u>Trade or Occupation</u>	<u>Per 8-hour day</u>
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 officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By P. J. BENBOUGH
FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
HARLEY E. KNOX
ALBERT E. FLOWERS
Members of the Council

(SEAL)

ATTEST: FRED W. SICK
City Clerk

AMERICAN PIPE AND CONSTRUCTION CO.
ROBERT N. EDWARDS Vice President
Contractor

ATTEST: J. M. MC ADAM
Secretary

(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 foregoing contract, this 2d day of July, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL
Asst. City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION 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 THREE HUNDRED THIRTY THREE THOUSAND EIGHT HUNDRED FIFTY AND NO/100 (\$333,850.00) (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 30th day of June 1942.

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 Murray 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 May 1942 marked Document No. 338653 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Murray Pipe Line said plans consisting of 6 sheets, and said specifications consisting of 156 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 June 1942, 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 (SEAL)

AMERICAN PIPE AND CONSTRUCTION CO.
By ROBERT N. EDWARDS Vice President
Principal
FIDELITY AND DEPOSIT COMPANY OF
MARYLAND
By W. M. WALKER Attorney-in-Fact
By THERESA FITZGIBBONS Agent
Surety (SEAL)

COUNTERSIGNED by
H. G. MALM Attorney in Fact for
Fidelity & Deposit Co. of Maryland
201 Broadway, San Diego, Cal.
JOHN BURNHAM & CO. 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 2d day of July, 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 June, 1942, 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)

My commission expires February 18, 1946

Approved by a majority of the members of the Council of The City of San Diego, this 17th day of July, 1942.

S. M. SMITH
Notary Public in and for the County of Los Angeles
State of California

ATTEST: FRED W. SICK
City Clerk (SEAL)

P. J. BENBOUGH
FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
HARLEY E. KNOX
ALBERT E. FLOWERS
Members of the Council.

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION 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 SIXTY SIX THOUSAND NINE HUNDRED TWENTY FIVE AND NO/100 Dollars (\$166,925.00), (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 30th day of June 1942.

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 Murray 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 May, 1942, marked Document No. 338653 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Murray Pipe Line said plans consisting of 6 sheets and said specifications consisting of 156 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 Sixty Six Thousand Nine Hundred Twenty Five and No/100 Dollars (\$166,925.00), 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, 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 30th day of June 19____, 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

AMERICAN PIPE AND CONSTRUCTION CO.
By ROBERT N. EDWARDS Vice President
Principal (SEAL)

COUNTERSIGNED:
by H. G. MALM Atty in fact for
Fidelity & Deposit Co. of Maryland
201 Broadway San Diego, Cal.
JOHN BURNHAM & CO.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By W. M. WALKER Attorney in Fact
By THERESA FITZGIBBONS Agent
Surety (SEAL)

Agt.
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 July, 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 June, 1942, 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 February 18, 1946
Approved by a majority of the members of the Council of The City of San Diego this 17th day of July 1942.

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 Pipe & Construction Company for Murray Pipe Line; being Document No. 339812.

P. J. BENBOUGH
FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

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

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED SEVENTY DOLLARS (\$570.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of July, 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: 2 - 30" #1169 Nordstrom 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.

(SEAL) ATTEST: ARTHUR F. H. WRIGHT
Secretary

MISSION PIPE & SUPPLY COMPANY
PAUL O. VANCE, Pres.
Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY
M. SHANNON Attorney in Fact
Surety (SEAL)

STATE OF CALIFORNIA,
County of San Diego } ss
On this 16th day of July, before me Marston Burnham, in the year one thousand nine hundred and forty-two, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. Shannon 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 M. Shannon 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, 1946
I hereby approve the form of the within Bond, this 17th day of July, 1942.
JACOB WEINBERGER City Attorney
By J. H. MCKINNEY Deputy City Attorney
I hereby approve the foregoing bond this 17th day of July 1942.
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 July, 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 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: 2 - 30" No. 1169 Nordstrom Valves, in accordance with the specifications therefor on file in the office

of the City Clerk of said City under Document No. 339259.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Two Thousand Two Hundred Seventy-six and 30/100 Dollars (\$2276.30). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 25th day of November, 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: Two Thousand Two Hundred Seventy-six and 30/100 Dollars (\$2276.30), 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. 77210 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

MISSION PIPE & SUPPLY COMPANY

PAUL O. VANCE, Pres.

Contractor

ATTEST: ARTHUR F. H. WRIGHT

Secretary

(SEAL)

I hereby approve the form and legality of the foregoing contract this 17th day of July, 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 Mission Pipe & Supply Co. for furnishing 2 - 30" valves; being Document No. 339814.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. [Signature] Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1942, 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, 1942, and ending June 30, 1943, 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. 77215 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 6th day of July, 1942.

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 \$1200.00 or \$100.00 per month as per contract

Dated July 8 1942

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of Water Development FAA 2391

Memo - Dr. Carl Wilson Consulting Technologist Res. 77215

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement for services of Dr. Carl Wilson as consulting technologist on water purification; being Document No. 339816.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. [Signature] Deputy

THIS USE AND OCCUPANCY PERMIT, made this 14th day of June, 1942, between the CITY OF SAN DIEGO, acting by and through Walter W. Cooper, the City Manager, hereinafter referred to as the first party; and the DOOR OF HOPE HOME OF SAN DIEGO, CALIFORNIA, a California Corporation, hereinafter referred to as the second party, WITNESSETH:

THAT WHEREAS, the second party is a non-commercial, philanthropic organization engaged in work of great social and civic value, and

WHEREAS, the City Council, by Resolution No. 76898 on May 12, 1942, authorized the City Manager to execute this permit for the use of a portion of Collier Park;

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part, and upon the terms and conditions for the purposes, all as hereinafter contained, the first party does hereby grant to second party a revocable, preferential, but non-exclusive permit or license for the use and occupancy of the following parcels of land hereinafter designated as Parcels I., II., and III., situated and more particularly described as follows:

Parcel I. (Recreation) - all that portion of Collier Park situate in the City of San Diego, California, bounded and described as follows:

Beginning at the intersection of the southwesterly line of said Collier Park with the northeasterly prolongation of the southeasterly line of Soto Street, as said Soto Street is shown on Map of Loma Alta No. 1 according to map thereof No. 1078 on file in the Office of the County Recorder of the County of San Diego, California; thence southeasterly along the southwesterly line of said Collier Park a distance of 172 feet to a point; thence northeasterly along a line parallel to and distant 172 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street a distance of 250 feet to an intersection with a line parallel to and distant 250 feet northeasterly from the southwesterly line of said Collier Park; thence northwesterly along the said last described parallel line a distance of 172 feet to an intersection with the northeasterly prolongation of the southeasterly line of said Soto Street; thence southwesterly along the northeasterly prolongation of the southeasterly line of said Soto Street a distance of 250 feet to the point of beginning.

Parcel II (Building) - All that portion of Collier Park situate in the City of San Diego, California, bounded and described as follows:

Beginning at a point on the southwesterly line of said Collier Park distant therealong 172 feet southeasterly from the intersection of the southwesterly line of said Collier Park with the northeasterly prolongation of the southeasterly line of Soto Street, as said Soto Street is shown on Map of Loma Alta No. 1, according to map thereof No. 1078 on file in the Office of the County Recorder of the County of San Diego, California; thence southeasterly along the southwesterly line of said Collier Park a distance of 222.5 feet to a point; thence northeasterly along a line parallel to and distant 394.5 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street a distance of 250 feet to an intersection with a line parallel to and distant 250 feet northeasterly from the southwesterly line of said Collier Park; thence northwesterly along the last described parallel line a distance of 222.5 feet to an intersection with a line parallel to and distant 172 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street; thence southwesterly along a line parallel to and distant 172 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street a distance of 250 feet to the point of beginning.

Parcel III. (Recreation) - All that portion of Collier Park, situate in the City of San Diego, California, bounded and described as follows:

Beginning at a point on the southwesterly line of said Collier Park distant therealong 394.5 feet southeasterly from the intersection of the southwesterly line of said Collier Park with the northeasterly prolongation of the southeasterly line of Soto Street, as said Soto Street is shown on Map of Loma Alta No. 1, according to map thereof No. 1078 on file in the office of the County Recorder of the County of San Diego, California; thence southeasterly along the southwesterly line of said Collier Park a distance of 70 feet more or less to an intersection with the northwesterly line of an existing, undedicated dirt road through said Collier Park, said dirt road being approximately 23 feet in width; thence in a general northeasterly direction along the northwesterly line of said undedicated dirt road to an intersection with a line parallel to and distant 250 feet northeasterly from the southwesterly line of said Collier Park; thence northwesterly along the last described parallel line to an intersection with a line parallel to and distant 394.5 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street; thence southwesterly along a line parallel to and distant 394.5 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street a distance of 250 feet to the point of beginning.

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

I.

Parcels I. and III. as hereinabove described shall be used by second party for recreation purposes only and no buildings or permanent structures of any kind or character shall be constructed thereon.

II.

Parcel II. as hereinabove described in addition to any use to which the same is

now being put, may be improved with buildings and such permanent structures as said second party may deem reasonable and necessary in order to further its objects and purposes.

III.

Second party shall save the City harmless from any claim of damage or injury to person or property that may result from such use or occupancy.

IV.

It is expressly understood between the parties hereto that any improvements, buildings or structures which second party may construct upon the parcels hereinabove described, shall in no event estop or prevent first party from exercising its absolute complete and ever-present power of revocation.

V.

This permit may be revoked any time upon written notice by the City Manager of the City of San Diego, and upon revocation of said permit, second party shall have no continued privilege of use or occupancy and must immediately vacate, quit and surrender said parcels, PROVIDED HOWEVER, that second party may have a reasonable time within which to remove any structures, buildings, improvements or other parcels or property and may come upon said property so as to perform any act or acts reasonably necessary to remove the same.

VI.

In no event may second party take more than one year from the effective date of said revocation in which to remove said structures, buildings, improvements or other possessions and in the event the same are not wholly removed from said parcels or property within said time or within a reasonable time as hereinafter defined, whichever period be the shorter, such structures, buildings, improvements or other possessions or portions thereof as remain, shall be and become the property of said first party, PROVIDING that first party through its City Council by resolution elects to accept the same.

VII.

The term "reasonable time" as employed by the parties hereto may designate a period of time extending in duration from one second to one year depending upon circumstances.

VIII.

In the event first party revokes said permit, second party agrees to assume the full cost and expense of removing any structure, buildings, improvements or other possessions and upon written demand by the City Manager of the City of San Diego, the second party agrees to remove or have the same removed within a reasonable time as hereinabove defined and in the further event that first party shall not elect to accept the same as provided in Section VI., there shall remain upon said second party a continuing duty and obligation to remove or have the same removed; and if, within thirty days following the Manager's notice as herein provided, second party shall not have actually and physically commenced the removal of the same, first party may do so or have the same done and second party fully agrees to completely reimburse first party for any and all expenses incident thereto.

IX.

Before beginning or allowing the construction of any structure, building or improvement upon said parcels or property, second party agrees to notify in writing, the City Manager the City of San Diego and consult with him with relation thereto, and to take all steps, measures or precautions as may by said City Attorney be deemed necessary to protect and safeguard the interests of the City of San Diego.

X.

Before beginning or allowing the construction of any structure, building or improvement upon said parcels or property, second party agrees to notify in writing, the City Manager the City of San Diego and consult with him with relation thereto, and to take all steps, measures or precautions as may by said City Attorney be deemed necessary to protect and safeguard the interests of the City of San Diego.

XI.

At all times second party agrees to stand ready to take all steps, measures or precautions recommended by the City Manager of the City of San Diego, for the protection of the best interests of the City of San Diego.

XII.

That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department and second party agrees to comply with all the rules and regulations of said Park Department and the City Manager, except as the same may be in conflict with any of the provisions of this permit agreement.

XIII.

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, consistent 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.

XIV.

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

IN WITNESS WHEREOF, Walter W. Cooper, as City Manager of The City of San Diego, party of the first part, has hereunto subscribed his name pursuant to said Resolution No. 76898 hereinabove referred to, and the Door of Hope Home of San Diego, California, a California corporation, party of the second part, has caused this permit to be executed in its behalf by its Secretary and _____ with its seal to be hereunto affixed, all pursuant to Resolution of the Board of Directors of said Corporation, adopted on the 18th day of May, 1942, the day and year first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER

City Manager

DOOR OF HOPE HOME OF SAN DIEGO, CALIFORNIA
By JOSEPH S. FOX

Its Secretary

Approved as to form by JACOB WEINBERGER City Attorney
By WILLIAM H. MACOMBER

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of use and occupancy permit with Door of Hope Home of San Diego for portion of Collier Park; being Document No. 339190.

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

By Francis T. Ratten Deputy

THIS AGREEMENT, made and entered into this 1st day of July, 1942, 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, 1942, to secure the services of the said W. A. Kearns to supervise the recreational and playground activities of the City on a full-time basis; and

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

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

The party of the first part hereby retains and employs the party of the second part to devote his full time and services to direct and supervise the recreational and playground activities of the City during the months of July and August, 1942, at and for the agreed compensation for said additional services to be performed by the party of the second part of One Hundred Eighty-seven and 50/100 Dollars (\$187.50) per month, payable in equal semi-monthly installments, at the times when the regular City semi-monthly payroll is paid. The party of the second part hereby agrees to accept said employment and to devote during the months of July and August, 1942, 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 1st day of July, 1942.

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 1st day of July, 1942.

CIVIL SERVICE COMMISSION

By RUSSELL T. BAILEY

Secretary

I hereby approve the form of the foregoing Agreement this 23d day of July, 1942.

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 with W. A. Kearns as Superintendent of Playgrounds and Recreation; being Document No. 339867.

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, 1942, 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 2456 (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, 1942, second party will faithfully perform the services and duties of District Water Bill Collector at 3717 Mission Boulevard, 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, 1942 and ending June 30, 1943.

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 23d day of July 1942.

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 covering services of Maude Wiltse as District Water Bill Collector; being Document

No. 339870.

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

By Francis T. [Signature] Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and MR. IMLE ENO a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 2456 (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, 1942, second party will faithfully perform the services and duties of District Water Bill Collector at 1905 Garnet Avenue, Pacific Beach, 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, 1942 and ending June 30, 1943.

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

IMLE L. ENO
Second Party

I hereby approve the form of the foregoing contract this 23d day of July 1942

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 covering services of Imle L. Eno as district water bill collector; being Document No. 339871.

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

By Francis T. [Signature] Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Anna Freeman a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 2456 (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, 1942, second party will faithfully perform the services and duties of District Water Bill Collector at 6357-1/2 Imperial Avenue, 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, 1942 and ending June 30, 1943.

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 23d day of July 1942.

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 covering services of Anna Freeman as district water bill collector; being Document No. 339872.

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, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Miss Florence E. Cooke a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 2456 (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, 1942, second party will faithfully perform the services and duties of District Water Bill Collector at 1844 Bacon Street, Ocean Beach, 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, 1942 and ending June 30, 1943.

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 23d day of July 1942.

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 covering services of Florence E. Cooke as district water bill collector; being Document No. 339873.

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, 1942, 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 2456 (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, 1942, second party will faithfully perform the services and duties of District Water Bill Collector at 3328 Adams Avenue, 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, 1942 and ending June 30, 1943.

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 23d day of July 1942
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 covering services of Frank Kimball as District Water Bill Collector; being Document No. 339874.

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, Rudolph W. and Bessie K. Kintner are the owners of S 1/2 of S 1/4 of W 330 ft of Lot 55 Horton's Purchase and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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, by said owners that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 47th Street adjacent to the above described property, bind said owners 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.

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

RUDOLPH W. KINTNER
BESSIE K. KINTNER
845 S 47th St.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 11th day of July, A.D. Nineteen Hundred and forty-two, before me, Sybil I. Corbett a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bessie K. Kintner and Rudolph W. Kintner 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) SYBIL I. CORBETT,
Notary Public in and for the County of San Diego
State of California
My Commission expires March 1, 1944

I HEREBY APPROVE the form of the foregoing Agreement this 14th day of July, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED JUL 20 1942 30 min. past 9 A.M. in Book 1381 at page 72 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 Rudolph W. and Bessie K. Kintner; being Document No. 339764.

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

WHEREAS, Klauber Wangenheim Co. is the owner of Lot C, Block 111, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of July, 1942, by Klauber Wangenheim Co. that they will, for and in consideration of the permission granted to remove 24 feet of curbing on Seventh St. between I and J Sts. and 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 them so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

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

KLAUBER WANGENHEIM CO.
Per ALLAN S. KLAUBER, Pres.
611 Island Ave., San Diego., Calif.

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

On this 7th day of July, A.D. Nineteen Hundred and 42, before me, Robert W. Davis, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Allan S. Klauber known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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 W. DAVIS, JR.

(SEAL)

My Commission expires Dec. 12, 1944

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

I HEREBY approve the form of the foregoing agreement this 16th day of July, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 20 1942 30 min. past 9 A.M. in Book 1381 at page 74 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 Klauber Wangenheim Co.; being Document No. 339781.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

THIS AGREEMENT, made and entered into this 31st day of July, 1942, by and between
THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof,
hereinafter referred to as the City, first party, and SAN DIEGO GAS AND ELECTRIC COMPANY, a
corporation, hereinafter referred to as the Company, second party, WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City
make arrangements for the payment of monthly water bills at various locations throughout
the City rather than to require payment of such bills at the office of the City Treasurer
in the Civic Center Building; and

WHEREAS, the San Diego Gas and Electric Company maintains branch offices in suit-
able and convenient locations within the City, and is willing to act as a collection agency
for the payment of city water bills, upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises, and of the matters and things
hereinafter recited, it is mutually agreed as follows:

The City does hereby appoint the Company, effective August 1, 1942, as a collec-
tion agency to receive payment of city water bills on behalf of the City and to issue re-
ceipts for such payments. Said payments may be made and receipts issued at the main office
of the Company and at the following branch offices of the Company: In HILLCREST, at 529
University Avenue; in NORTH PARK, at 2859 University Avenue; in LOGAN HEIGHTS, at 2214 Logan
Avenue.

The Company agrees faithfully to perform said duties of collection agency and to
account for all moneys collected by it to the Treasurer of The City of San Diego, turning
all moneys so collected over to said City Treasurer at such times and in such manner as he
may direct.

In consideration of the performance of said services the City agrees to pay the
Company monthly a sum equal to one per cent (1%) of the total amount of such collections
made by the Company during the preceding month.

It is further understood and agreed that this contract may be terminated by either
the City or the Company upon thirty (30) days' written notice, and that the same shall con-
tinue until so terminated.

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 party of the second 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, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

SAN DIEGO GAS AND ELECTRIC COMPANY

By HANCE H. CLELAND

President

ATTEST: J. A. CANNON

(SEAL)

Secretary

I hereby approve the form of the foregoing Agreement this 20th day of July, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL

Assistant City Attorney

APPROVED AS TO FORM

LUCE, FORWARD, LEE & KUNZEL Counsel

By E. A. LUCE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
contract with San Diego Gas & Electric Company for collection of City water bills; being
Document No. 340001.

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 at the City of San Diego, State of Cali-
fornia, this 31st day of July, 1942, 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 con-
tained 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, commenc-
ing on the 12th day of August, 1942 and ending on the 11th day of August, 1943, and for said
services the City agrees to pay Second party the sum of Twenty Dollars (\$20.00) per month
during the term hereof.

(2) It is agreed between the parties hereto that the City is now maintaining said
dump for the disposal of a portion of the rubbish collected by the City and that Second
Party will conduct and maintain said dump in such manner as to prevent damage by fire or
otherwise to persons or property.

(3) Second Party may salvage any and all material from said dump; except, however, cans, metal containers, black iron and miscellaneous sheet iron scrap.

(4) Second Party agrees that he will not interfere in any wise whatsoever with the right of Charles M. Davis to collect from said dump all cans, metal containers, black iron and miscellaneous sheet iron scrap, in accordance with the contract entered into between the City and said Charles M. Davis, dated the 2nd day of January, 1940, and filed with the City Clerk of said City on the 2nd day of January, 1940, as Document No. 317551.

(5) It is agreed between the parties hereto that the City, acting by and through its City Manager, may cancel this agreement at any time, and that after the receipt in writing of said notice of cancellation by the City Manager, then and in that event all rights of Second Party of whatsoever nature or description, existing by reason of this agreement, shall cease and be determined.

It is mutually agreed herein that in no case unauthorized by the Charter of The City of San Diego or the general laws of the State of California in effect in said City, shall said City or any department, board or officer be liable to Second Party in any manner whatsoever by reason of this agreement.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego by and through its City Manager, under and pursuant to a resolution of its Council No. 77254, adopted on the 14th day of July, 1942, 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 11th day of July, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Albert C. Cook to have charge of La Jolla City dump; being Document No. 340017.

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 21st day of July, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter called the "City", and SMITH-EMERY COMPANY, a corporation, party of the second part, hereinafter designated as the "Company", WITNESSETH:

WHEREAS, The City is now the owner of a testing laboratory in what is commonly known as the Administration Building in Balboa Park, in the City of San Diego, State of California, and is desirous of leasing the same to the Company upon such terms and conditions as are hereinafter more particularly set forth; and

WHEREAS, the City desires the operation of an adequate testing laboratory in the city in order to save time and expense in transmitting materials to testing laboratories in Los Angeles; and

WHEREAS, the Company is desirous of leasing said testing laboratory upon the terms and conditions this day agreed upon with The City of San Diego; NOW, THEREFORE,

In consideration of the premises and the faithful performance of all of the terms and conditions by the said Company on its part to be performed, the said City hereby leases to the said Company the above described testing laboratory, together with all fixtures and equipment now located in said laboratory, (a detailed list of which is attached hereto, made a part hereof, and marked "Exhibit A"), including the room, rooms and/or space the said laboratory now occupies in said building, together with the right of ingress and egress to and from the leased premises, for a period of three (3) years from and after July 1, 1942, for a yearly rental of One Hundred Twenty Dollars (\$120.00) payable Ten Dollars (\$10.00) monthly in advance. As a further consideration for the use and occupation of said premises the Company contracts and agrees to do and perform the following:

(a) Pay when due all gas, water and electricity charges contracted for during the life of this lease;

(b) Maintain, at its own expense, all fixtures and equipment in as good condition and repair as it is in on the date of the execution of this lease, wear and tear and damage by the elements excepted;

(c) Keep and maintain said laboratory and the space used therefor in a clean, safe and sanitary condition in accordance with all government and state laws and City ordinances in force and effect during the life of this lease;

(d) To do and perform promptly all necessary laboratory testing of samples for the City which may be delivered to the laboratory during the life of this lease for a consideration of not to exceed 66-2/3% of the Company's established rates or prices, except where specifically noted, these established rates being as follows:

Reinforcing steel.....	@ \$ 2.00 per test
Cement, ASTM C-9-38 tests or equivalent.....	.03 per bbl
Concrete cylinders.....	2.00 per cylinder
Screen analysis, sand & gravel.....	2.50 per test
Specific gravity, test on sand & gravel.....	1.50 per test
Clay & loam, test on sand.....	1.50 per test
Organic test on sand.....	1.50 per test
Los Angeles rattler tests.....	5.00 per test
Concrete mix design.....	25.00 each
Asphaltic concrete determinations (plant).....	5.00 each
Asphaltic concrete determinations (street).....	10.00 each
Structural steel mill tests.....	.60 per ton
Structural steel shop inspection.....	17.50 per man day
Structural steel erection inspection.....	17.50 per man day
Pickup charges.....	1.50 per hour
Inspection and tests made in the East by Pittsburgh Testing Laboratory, 90% of standard prices.	

Mileage rate, 6¢ per mile (no reduction)

(e) Keep the property and equipment herein leased insured in the name of the City in an approved insurance company in an amount equal to the reasonable value of such property and equipment.

It is mutually understood and agreed by the parties hereto that in the event of

the failure of the City's Tinius-Olsen testing machine at San Vicente, the City may use the Olsen Universal testing machine now located in the laboratory in the Administration Building in Balboa Park without cost provided employees of the City do all the work of transporting and breaking the cylinders and removing the broken cylinders from the laboratory.

It is understood and agreed that said Company shall not sell, assign or transfer its interest in or to this agreement or the leased premises without written consent from the City having been first obtained.

It is understood and agreed that time is of the essence of this agreement. That in the event the Company shall fail, refuse or neglect to perform the services herein provided for, or shall fail, refuse or neglect to do or perform any or all of the terms, or conditions, on its part to be done or performed, then the City may terminate this agreement and take immediate possession of said property and premises.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 77269 of the Council authorizing such execution, and the Party of the Second Part has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

SMITH-EMERY COMPANY

Party of the Second Part

By E. O. SLATER

President

ATTEST:

M. F. SCHROEDER

I HEREBY APPROVE the form of the foregoing Agreement this 3rd day of August, 1942.

JACOB WEINBERGER, City Attorney

By EDWARD H. LAW

Deputy City Attorney

EXHIBIT "A"

APPARATUS AND EQUIPMENT, TESTING LABORATORY, BALBOA PARK, SAN DIEGO, CALIF.

July 1, 1942

ITEM	CONDITION	QUANTITY
18851 Olsen Universal Testing Machine, 200,000 lb. capacity	good	1
18853 Fairbanks Cement Testing Machine, 2,000 "	poor	1
18854 " " " " 1,000 " "	"	1
18855 Deval Abrasion Machine with Accessories	good	1
18856 Tyler Re-Tap Sieve Shaker	"	1
18857 Freas Constant Temperature Electric Oven	"	1
18858 Smith Ductility Machine	"	1
18859 Dulin Rotarex Separator, 1,000 gram capacity	fair	1
18860 " " " " 500 " "	"	1
18861 N. Y. Testing Laboratory Penetrometer	good	1
18863 Westphal Specific Gravity	poor	1
18864 Torsion Balance, 10 lb. capacity	fair	1
18865 Troemer Balance, No. 2, with weights	"	1
18866 " " " " 3, " "	"	1
18867 " " " " 5B " "	"	1
Extra 1000-gram weights	good	2
18868 Spencer Microscope with Micrometer measuring attachment	"	1
18869 Delimeter	"	1
18870 Set Permeability Apparatus	poor	1
18871-2 Stirring Machine, H-B with extra stirring rod	good	2
18873 Apparatus for Consolidation & Percolation Test, Soil	"	1
18874 " " Friction Test, Soil Samples	"	1
18875 Set Sillmore Needles	"	1
18876 Vicat Needle Apparatus	fair	1
18877 Stop Watch	good	1
18878 Metronome	"	1
18879 Sheet Iron Drying Oven 20" x 13" x 18"	poor	1
18880 " " " " 21" x 12" x 18"	junk	1
Brass Briquette Molds 3 gang	fair	24
" " " " 4 "	"	8
" " " " Single	"	8
" Cube " " 3 Gang	"	1
" Cylindrical " for Cement Tests 2" x 4"	good	10
Cement Sieve Typer, No. 200 Brass, 8" Diam. USBS Cert.	"	1
" " " " " " Half Weight	fair	6
Cover for above, brass	"	1
Sand Sieve Tyler & US Standard, various, numbers 3 to 200, brass frame 8" Diam.	fair	21
Covers for this set, brass	"	3
Pans for this set, brass	"	4
Rock Screens, Tyler, Brass Frame, 8" Diam. Sq. Mesh various sizes, 1/4" to 3"	good	8
Rock Screens, Galv. Iron 18" Diam. rd. mesh various sizes	fair	8
Rock Screens, similar to above, frames ranging 8" to 12" Diam. various sizes of mesh	"	10
Perforated Plates, 12" Diam. and 1 pan	"	5
Not feasible to attach tag numbers to these articles		
Slide Rule, K & E Polyphase Duplex, 20 inch 4088-5S & Case	good	1
18883 Flat Top Desk, 34" x 60"	"	1
18884 Globe-Wernicks Bookcase, 5 unit	"	1
18888 Wall Cabinet, 12" x 38" x 43"	"	1
18889 Swivel Desk Chair	good	1
18890 Plain Office Chair	"	1
1611 " " "	"	1
18893 Humphrey Automatic Water Heater	poor	1
18894 Set Storage Tanks, 4 unit, with water piping and with electric heating element in one unit	junk	1
18895 Work bench, 2.5' x 9'	fair	1
18896 " " " "	"	1
18897 " " " "	"	1
18900 " " 2.5' x 10.5'	"	1
18901 " " " "	"	1
18902 Work Table 2.5' x 9'	"	1
18903 " " 2.5' x 6'	"	1

18905	Sink 29" x 17" x 7", earthen ware	Fair	1
18906	" " " " " "	"	1
18907	Sirocco Ventilating Fan	N.Good	1
18908	Electric Heater, circular copper reflector type	Fair	1
18911	Gas Plate, 2 burner	"	1
18912	" " " " " "	"	1
18914	Fairbanks platform scale, 250 lbs. capacity	"	1
18915	" " " " " "	"	1
18916	Standard Platform scale, 240 lbs. capacity	"	1
11102	Cabinet, oak, 4 drawer letter size	Good	1
	Glass Plate, 18" x 24" x 3/4"	Good	1
	" " " 18" x 24" x 1/2"	"	3
	" " " Window glass, 3-1/2" x 3-1/2"	"	300
	Pan, Gal. Iron, 30" x 30" x 4"	Fair	3
	" " " 16" x 24" x 4"	"	1
	Can " " Cement Storage 2 CF Capacity	"	2
	Tub " " 18" Diam.	"	1
	Pail " " 10 qt.	"	5
	Iron Pan, 10" x 15" x 2 1/2"	Junk	Junk
	" " " Saucepan type	"	"
	Tin " " Dish Pan Type	"	"
	Pan, agate ware, 12" x 16" x 2-1/2" (4 in water lab.)	Good	7
	" " " " " "	Poor	1
	" " " 8-1/2" x 13" x 2"	Fair	11
	Jar, earthen, 11" Diam. (1 turned over to Water Dept.)	"	1
	Boiler, copper, 11" x 20" x 12"	Poor	1
	Broom	"	3
	Dust Pan	"	4
	" Brush	"	9
	Brass Cylinder, 6" Diam. 12" High	Good	1
	Cubic Foot measuring box	Fair	1
	One-half cubic foot measuring box	"	1
	Slump cone with tamping rod	"	1
	Carpenter's level	Good	1
	" square	Fair	1
	" hammer	"	1
	Stone hammer	"	1
	Cold Chisel	Poor	1
	Rasps	Junk	1
	Triangular File	"	1
	Bench vise, 4" face	Good	1
	Emery Wheel	Fair	1
	Hack saw frame and saws	"	1
	Steel Punch	"	1
	" Rule 1'	"	1
	Wood " 18"	"	1
	Calipers, Pr.	Junk	1
	Ames Micrometer Dial	"	1
	Pliers	"	1
	Screw Driver	Fair	1
	Small monkey wrench	"	1
	" stillson wrench	"	1
	Shovel, square end	Poor	2
	Masons trowels	Fair	2
	Pointing trowels	Good	6
	Cement sampling tubes	"	3
	Ink wells (2 in Water Lab.)	"	1
	Wire baskets	"	2

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Smith-Emery Co. for leasing the testing laboratory in Balboa Park; being Document No. 340031.

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

WHEREAS, George H. Hoffman is the owner of Lot One to eleven inclusive in Block 442 of C. C. Seaman's Subdivision;

NOW, THEREFORE, this agreement, signed and executed this 21st day of July 1942, by George H. Hoffman that I will, for and in consideration of the permission granted to remove 30 feet of curbing on Reynard Way between Torrence and _____, adjacent to the above described property, bind-----to, and I hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs I will 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 agrees that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GEO. H. HOFFMAN
3644 Reynard Way

STATE OF CALIFORNIA }
County of San Diego } ss

On this 21st day of July, A.D. Nineteen Hundred and Forty-two, before me, G. F. Clark, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. H. 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.

(SEAL)

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

I HEREBY approve the form of the foregoing agreement this 23rd day of July, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 24 1942 10 min. past 11 A.M. in Book 1370 at page 327 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

L. SHANNON

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from George H. Hoffman; being Document No. 339861.

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

WHEREAS, W. L. Shanks is the owner of Lot 7, Block 33, of Normal Hts.;

NOW, THEREFORE, this agreement, signed and executed this 20th day of July, by W. L. Shanks that he will, for and in consideration of the permission granted to remove 30 feet of curbing on Adams between Suncrest Dr. and Boundary, adjacent to the above described property, bind him to, and does hereby by these presents agree, to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree 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.

W. L. SHANKS

4026 Hawk

STATE OF CALIFORNIA

County of San Diego,

} ss

On this 20th day of July, A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. L. Shanks known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official 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

I HEREBY approve the form of the foregoing agreement this 23rd day of July, 1942.

JACOB WEINBERGER City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 24 1942 10 min. past 11 A.M. in Book 1370 at page 328 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

L. SHANNON

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from W. L. Shanks; being Document No. 339862.

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, Mr. Norman Kissel is the owner of Lot 999 Talmadge #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 17 day of July, by Norman Kissel that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Madison 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.

Norman Kissel further agree-- 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.

NORMAN A. KISSEL

4041 Iowa St.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 17th day of July, A.D. Nineteen Hundred and Forty-two, before me, Fern G. Lichty, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Norman A. Kissel known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 Sep. 30, 1943
I HEREBY APPROVE the foregoing Agreement this 24th day of July, 1942.
FERN G. LICHTY
Notary Public in and for the County of San Diego
State of California
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED JUL 29 1942 55 min. past 2 P.M. in Book 1385 at page 166 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 Norman Kissel; being Document No. 339876.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

DECLARATION OF RESTRICTIONS AFFIDAVIT AND AGREEMENT
REGARDING USE OF A BUILDING FOR DORMITORY PURPOSES.
STATE OF CALIFORNIA }
County of San Diego } ss
E. F. LeVere and Hattie E. LeVere, after being duly sworn, each for himself deposes and says:
That we are the owners of the hereinafter described real property: Lots 17 and 18, Block 15, University Heights, located at 4629 Oregon Street;
That we desire to convert a building located at the rear of these lots into living quarters; said building being located only two (2) feet away from the side lot line instead of three (3) feet as required for living quarters by the zone ordinance;
That we, in consideration of permission granted by the Zoning Committee of the City of San Diego, California to utilize said building for living quarters in accordance with Resolution No. 145 of the Zoning Committee as adopted July 23, 1942, do hereby provide, covenant and agree to and with said City of San Diego, a Municipal Corporation, and said Zoning Committee, that we shall cause said building to comply in all respects to the zone ordinance at such time as hostilities cease in the present war;
That this covenant shall run with the land and be part of a general plan for the protection and benefit of each and every one and that if we should hereafter convey said real property to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.
Dated this 29th day of July, 1942.
E. F. LE VERE HATTIE A. LE VERE
Witness: E. F. LE VERE

Subscribed and sworn to before me on this 29th day of July, 1942.
FRED W. SICK
(SEAL) My Commission expires May 22, 1943
Notary Public in and for the County of San Diego,
State of California.
RECORDED JUL 29 1942 55 min. past 2 P.M. in Book 1369 at page 475 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 Agreement from E.F. & Hattie E. LeVere re use of building at 4629 Oregon Street; being Document No. 339956.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS,
THAT DUNCAN METER CORPORATION, a corporation created and existing under and by virtue of the laws of the State of Illinois, with its principal place of business at 1500 South Western Avenue, Chicago, Illinois, party of the first part, for and in consideration of the sum of THIRTY THREE THOUSAND ONE HUNDRED SEVENTY (\$33,170.00) DOLLARS, lawful money of the United States of America, to it paid, at or before the ensealing and delivery of these Presents by the CITY OF SAN DIEGO, of the State of California of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and delivered, and, by the Presents, does grant, bargain, sell and deliver, unto the said party of the second part, all of the following GOODS, CHATTELS, AND PROPERTY, to wit: Five hundred thirty-five (535) Miller Parking Meters numbered P-2671 to P-3195 and P-0552 to P-0561. Sold under terms of contract dated July 10, 1941.
TO HAVE AND TO HOLD the said Goods, Chattels and Property unto the said party of the second part, and its assigns to and for its own use and behoof, forever.
And the said party of the first part does vouch itself to be the true and lawful owner of the said Goods, Chattels and Property, and have in it full power, good right and lawful authority, to dispose of the said Goods, Chattels and Property, in manner as afore-said: And it does for itself, its successors and assigns, covenant and agree to and with the said party of the second part to WARRANT AND DEFEND the said Goods, Chattels and Property to said party of the second part and its assigns, against the lawful claims and demands of all and every person and persons whomsoever.
IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed and has caused these presents to be executed in its behalf by its President, and attested to by its Secretary, this twenty-first day of July, in the year One Thousand Nine Hundred and Forty-Two.
(SEAL)
DUNCAN METER CORPORATION
By D. F. DUNCAN
Its President
ATTEST: WM. KOENIG Its Secretary

STATE OF ILLINOIS

County of Cook

} ss

I, Loretta C. Smott a notary public in and for said county, in the State afore-said, DO HEREBY CERTIFY that Donald F. Duncan personally known to me to be the President of the Duncan Meter Corporation and William Koenig personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary for said Corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this twenty-first day of July, A.D. 1942.

LORETTA C. SMOTT

Notary Public

(SEAL)

RECORDED AUG 7 1942 3 P.M. in Book 1387 at page 98 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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 Bill of Sale from Duncan Meter Corp. to City of San Diego; being Document No. 339986.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten 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 THOUSAND EIGHT HUNDRED FIFTEEN and no/100 DOLLARS (\$20,815.00) 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 21st day of July, 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 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, 1942, to-wit: to and including the 30th day of June, 1943, for all lights that were installed and burning as of July 1, 1942, 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. 338927, 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 Clerk 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 21st day of July, 1942.

SAN DIEGO GAS & ELECTRIC COMPANY,

Principal

By A. E. HOLLOWAY

Vice-Pres. in Charge of Sales

(SEAL)

ATTEST: J. A. CANNON

Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By L. E. MIDGLEY

Resident Vice President

(SEAL)

ATTEST: E. L. TOLSON

Resident Assistant Secretary

STATE OF CALIFORNIA,

County of San Diego.

} ss

On this 21st day of July, in the year nineteen hundred forty-two, 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 L. E. Midgley known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

(SEAL)

FRANCES S. BOWERS

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

I HEREBY APPROVE the form of the foregoing Bond this 3rd day of August, 1942.

JACOB WEINBERGER, City Attorney,

By THOMAS J. FANNING

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 3rd day of August, 1942.

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, County of San Diego, State of California, this 4th day of August, 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, 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, 1942, to-wit: to and including the 30th day of June, 1943, for all the lights that were installed and burning as of July 1, 1942, 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. 338927, on file in the office of the City Clerk of said City, which said Document No. 338927, 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, 1942, to-wit: to and including the 30th day of June, 1943, 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 (\$0.70) 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 (\$0.85) per lamp per month for each 250 candle power lamp burning all night; and the sum of Fifty Cents (\$0.50) 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, 1942, to-wit: to and including the 30th day of June, 1943, 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 Four and 30/100 Dollars (\$4.30) per lamp per month for each 1000 candle power 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. 339385. 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 Four and 30/100 Dollars (\$4.30) per lamp per month for each 1000 candle power 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. 338927. 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. 338927.

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 4th day of August, 1942.

APPROVED AUG 3 1942

WALTER W. COOPER

City Manager

(SEAL)

ATTEST: FRED W. SICK

City Clerk

By HELEN M. WILLIG

Deputy

(SEAL)

ATTEST: J. A. CANNON

Secretary

I HEREBY APPROVE the form of the foregoing Contract this 3rd day of August, 1942.

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice-Pres. in Charge of Sales

JACOB WEINBERGER, City Attorney

By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with San Diego Gas & Electric Company for general street lighting 1942-3; being Document No. 340030.

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, Cooley & Grizzle are the owners of Lot 273 Talmadge Park #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 Aug. 1, by Cooley & Grizzle that we will, for and in consideration of the permission granted us to remove 15 feet of curbing on Alder Street adjacent to the above described property, bind Cooley & Grizzle 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.

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

COOLEY & GRIZZLE

H. W. GRIZZLE

----- (Address)

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 1st day of August, A.D. Nineteen Hundred and forty-two before me, Paul Boltz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. W. Grizzle known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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, 1946

PAUL BOLTZ

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

I HEREBY APPROVE the form of the foregoing agreement this 4th day of August, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED AUG 7 1942 3 p.m. in Book 1374 at page 443 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Cooley & Grizzle; being Document No. 340062.

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, Goodwill Industries 402 Fifth Ave. San Diego, Calif. are the owners of Lot E Block 114 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 30 day of July, by Olin Gillespie that I will, for and in consideration of the permission granted me to remove 14 feet of curbing on Fourth Ave. adjacent to the above described property, bind me to, and-----hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me, 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.

GOODWILL INDUSTRIES OF SAN DIEGO COUNTY

By OLIN W. GILLESPIE

Mgr.

------(Address)

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 30 day of July, A.D. Nineteen Hundred and Forty-two, before me, S.C. Grable a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Olin W. Gillespie, Manager of Goodwill Industries of San Diego County, 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 June 26, 1944

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

I HEREBY APPROVE the form of the foregoing Agreement this 4th day of August, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED AUG 7 1942 3 p.m. in Book 1387 at page 96 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 removal agreement from Goodwill Industries; being Document No. 340071.

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 23rd day of July, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the Director of Public Health under 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, as follows:

I.

Said Society and its employees are hereby authorized to operate a pound in behalf of the City of San Diego and to exercise all powers conferred upon the pound or Poundmaster by city ordinance or state law or by regulations of the State Board of Health. Said Society undertakes and agrees to perform all duties of Poundmaster fixed by the terms of City Ordinance No. 292 (New Series), as amended by Ordinance No. 618 (New Series). Said Society shall also give assistance to the Director of Public Health and to City Veterinarians in vaccination for control of rabies and in severance of heads for analysis.

II.

Said Society shall 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.

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 and attendants at some 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.

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.

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 Eleven Thousand Nine Hundred Seven Dollars (\$11,907.00), 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 is 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 authorities of said City or of the State, the Society shall receive extra compensation to cover the cost of any extra work in connection with such quarantine, including vaccination and severance of heads for analysis. Such compensation shall be arrived at through mutual negotiations between said Society and the proper officials of said city.

IX.

This agreement shall continue in force from and after its execution to and including June 30, 1943. 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

THE CITY OF SAN DIEGO
By ALEX M. LESEM M.D.
Director of Public Health

(SEAL)
ATTEST: (MRS.) M. R. LYONS
Secretary

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

I hereby approve the form of the foregoing Agreement this 4th day of August, 1942.

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.

Not to exceed \$11907.00

Dated Aug. 4, 1942.

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of Budget Ord. 2490 - FB 291

Memo SAN DIEGO HUMANE SOCIETY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with The San Diego Humane Society; being Document No. 340074.

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 at The City of San Diego, County of San Diego, State of California, this 4th day of August 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 J. S. BARRETT, 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 minor items of material 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 EAST SAN DIEGO TRUNK SEWER from Wabash Avenue and Redwood Street to the Alley north of 37th Street and El Cajon Boulevard, in The City of San Diego, State of California, all as more particu-

larly 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 4th day of May, 1942, marked "Document No. 338263," and endorsed: "Plans and Specifications East San Diego Trunk Sewer from Wabash and Redwood Streets to Alley north of 37th Street and El Cajon Blvd."; true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders, and Proposal are hereunto annexed, and 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 in accordance with the bid of said contractor contained in Document No. 338813, on file in the office of the City Clerk of said City, a copy of which is attached hereto and made a part of this contract, and as is provided in the specifications attached hereto and made a part of this contract.

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 City Engineer of said City, subject to the 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	Per hour
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, over 10 cu ft	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, Tegul	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# and under	5.60	0.70
Truck driver, over 15,000#	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.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$8.00 per day of 8 hours.

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 SAY DIEGO
By FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

ATTEST: FRED W. SICK
City Clerk
(SEAL)

J. S. BARRETT
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 4th day of August, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL
Asst. City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That J. S. BARRETT, 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 Eighteen thousand three hundred twenty-five dollars (\$18325.00) (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, the said principal hereby binds himself, his heirs, administrators, executors, successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of July, 1942.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish minor materials, and furnish all labor, tools, appliances, equipment and other expenses necessary or incidental to the construction, completion and installation of the EAST SAN DIEGO TRUNK SEWER from Wabash Avenue and Redwood Street to the Alley north of 37th Street and El Cajon Boulevard, in The City 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 4th day of May, 1942, marked "Document No. 338263," and endorsed: "Plans and Specifications East San Diego Trunk Sewer from Wabash and Redwood Streets to Alley north of 37th Street and El Cajon Blvd."; true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders and Proposal 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 heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his 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 principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

J. S. BARRETT
Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
By DICK W. GRAVES Attorney-in-Fact

Surety

The rate of premium charged on this bond is 1-1/2% of the contract price. Total premium charged \$274.87.

I hereby approve the form of the within Bond this 4th day of August, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL
Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 4th day of Aug., 1942.

FRED W. SIMPSON
ERNEST J. BOUD
HARLEY E. KNOX
A. E. FLOWERS
PAUL J. HARTLEY
Members of the Council

(SEAL)
ATTEST: FRED W. SICK
City Clerk

STATE OF CALIFORNIA, }
County of Los Angeles, } ss

On this 29th day of July, in the year 1942, before me, Ida Fuhrmeister, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dick W. Graves, known to me to be the Attorney-in-Fact of the Hartford Accident and Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL) IDA FUHRMEISTER
Notary Public in and for the County of Los Angeles
My Commission expires April 26, 1946 State of California

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That J. S. BARRETT, 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 Nine thousand one hundred sixty-three dollars (\$9,163.00), (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, the said principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of July, 1942.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish minor materials, and furnish all labor, tools, appliances, equipment and other expenses necessary or incidental to the construction, completion and installation of the EAST SAN DIEGO TRUNK SEWER from Wabash Avenue and Redwood Street to the Alley north of 37th Street and El Cajon Boulevard, in The City 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 4th day of May, 1942, marked "Document No. 338263," and endorsed: "Plans and Specifications East San Diego Trunk Sewer from Wabash and Redwood Streets to Alley north of 37th Street and El Cajon Blvd."; true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders and Proposal 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 Nine thousand one hundred sixty-three dollars (\$9,163.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee as shall be fixed by the court, awarded and taxed as in the above mentioned statute provided.

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 principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

J. S. BARRETT

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY

(SEAL)

Surety

By DICK W. GRAVES Attorney-in-Fact.

The premium charge on this bond is included in the premium on the Performance Bond.

STATE OF CALIFORNIA, }
County of Los Angeles, } ss

On this 29th day of July, in the year 1942, before me, Ida Fuhrmeister, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dick W. Graves, known to me to be the Attorney-in-Fact of the Hartford Accident and Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL) IDA FUHRMEISTER
Notary Public in and for the County of Los Angeles
My Commission expires April 26, 1946 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 4th day of August, 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 4th day of Aug. 1942.

FRED W. SIMPSON
ERNEST J. BOUD
PAUL J. HARTLEY
HARLEY E. KNOX
A. E. FLOWERS

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 J. S. Barrett for the construction of East San Diego Trunk Sewer; being Document No. 340075.

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

By Francis T. Tuten Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 30th day of July 1942, 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 thereof, the party of the first part, hereinafter sometimes designated as the City, and STANDARD DREDGING CORPORATION 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 dredge and fill certain areas in the Bay of San Diego southeasterly from the U. S. Coast Guard Site, 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 May, 1942, marked "Document No. 338515, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications for the dredging of Areas C, said plans consisting of 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, and to accept as full compensation therefor the sum of Nineteen 9/10 cents (\$0.199), per cubic yard as measured in cut.

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 Port Director of said City, subject to approval of the Harbor Commission of the City of San Diego, 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 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 Section 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 Article, 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, save and except superintendents, representatives of the Contractor in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

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
Chief Engineer	\$ 10.83-1/3
Assistant Engineer	10.80
Levorman	12.80
Mates	10.00
Deckhands	8.80
Electricians	10.80
Launchman	10.00
Blacksmith	10.80
Welder	10.80
Shore or pipe line man	8.80
Mechanic	10.80
Oiler	8.80
Levy Foreman	9.60
Service truck driver	8.80

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$8.80 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half time the above rates.

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

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Harbor Commission of the City of San Diego, thereunto duly authorized, 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:

THE CITY OF SAN DIEGO
By R. H. VAN DEMAN
EMIL KLIKA
WM. E. HARPER
Members of the Harbor Commission
Party of the First Part
STANDARD DREDGING CORPORATION
W. L. PAULSON, Vice Pres.
Contractor

ATTEST: GEO. G. DANERI
Asst. Sec't'y

Party of the Second Part
(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 foregoing contract this 28th day of July 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL
Asst. City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That STANDARD DREDGING 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 SIXTY-TWO THOUSAND SIX HUNDRED EIGHTY-FIVE (\$62685) (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 23rd day of July, 1942.

WHEREAS, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the performing and completing the dredging and filling of certain areas located in that vicinity southeasterly from the U. S. Coast Guard Site in the Bay of San Diego, 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 12th day of May, 1942, marked Document No. 338515, and endorsed Notice to Contractors; 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 effect.

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 23rd day of July, 1942, 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: GEO. G. DANERI Asst. Secty

STANDARD DREDGING CORPORATION (SEAL)
By W. L. PAULSON Vice Pres.
Principal

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

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

STATE OF CALIFORNIA

} ss

County of San Diego

On this 23rd day of July, 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 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 28th day of July, 1942.

JACOB WEINBERGER, City Attorney

By H. B. DANIEL

Asst. City Attorney

Approved by a majority of the members of the Harbor Commission of the City of San Diego, this 30th day of July, 1942.

R. H. VAN DEMAN

EMIL KLIKA

WM. E. HARPER

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That STANDARD DREDGING 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 THIRTY-ONE THOUSAND THREE HUNDRED FORTY-THREE Dollars (\$31343.00), (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 23rd day of July, 1942.

WHEREAS, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the performing and completing the dredging and filling of certain areas located in that vicinity southeasterly from the U. S. Coast Guard Site in the Bay of San Diego, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said City of San Diego on the 12th day of May, 1942, marked Document No. 338515, and endorsed Notice to Contractors; 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 THIRTY-ONE THOUSAND THREE HUNDRED FORTY-THREE Dollars (\$31343.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an act of the Legislature of the State of California, entitled "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the Court, awarded and taxed as in the above mentioned Statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received; hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 23rd day of July, 1942, 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 GEO. G. DANERI

Asst. Secty.

STANDARD DREDGING CORPORATION (SEAL)
By W. L. PAULSON Vice Pres.

Principal

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

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 28th day of July, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL

Asst. City Attorney

STATE OF CALIFORNIA

County of San Diego

} ss

On this 23rd day of July, 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 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

APPROVED by a majority of the members of the Harbor Commission, of the City of San Diego, this 30th day of July, 1942.

R. H. VAN DEMAN

EMIL KLICKA

WM. E. HARPER

Members of the Harbor Commission

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Standard Dredging Corporation for dredging area C southeasterly from the U.S. Coast Guard, Bay of San Diego; being Document No. 340088.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

REVOCABLE PERMIT

WHEREAS, the State of California has made application to the Navy Department for permission to construct a highway on land adjacent to the combined pier and bulkhead line established through the grounds of the Naval Training Station and Marine Corps Base at San Diego, California; and

WHEREAS, it is understood that upon completion of the construction of the said highway, the City of San Diego, California shall maintain and keep the same in an adequate state of repair, and

WHEREAS, the construction and maintenance of the said highway on Naval land will not interfere with activities at the Naval Training Station and Marine Corps Base and will be of mutual benefit to the parties hereto;

NOW, THEREFORE, in consideration of the foregoing, the United States of America, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, hereinafter referred to as the Permittor, hereby grants permission to the State of California and the City of San Diego, hereinafter jointly referred to as the Permittee, to construct and maintain, respectively, a highway over and across the Naval Training Station and Marine Corps Base, San Diego, California, at the location and in accordance with the details of a photostat of a map dated April 1, 1942, and bearing the legend: "State of California, Division of Highways, Dist. XI, Map showing location of Harbor Drive through property of Marine Base and Naval Training Station", 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. The Permittee shall submit to the hereinafter mentioned representative of the Permittor, drawings and plans showing the proposed construction of all work on the said highway and no construction shall be commenced until such drawings and plans shall have been approved by the said representative of the Permittor.

4. It is understood that during the present national emergency the width of the said highway over that portion of the Naval Training Station west of the small boat channel shall be not more than 100 feet.

5. 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 the provisions and conditions contained herein shall apply to such substituted Permittee.

6. All personnel of the Permittee including its contractors and others engaged in the construction, maintenance and repair of the said highway, while on Naval property shall observe and comply with such rules and regulations as the Permittor may from time to time direct or prescribe in the interest of Naval activities.

7. The Permittor shall not, under or by reason of this permit or by reason of any thing contained herein, incur any expense or liability whatsoever and the Permittee agrees, in so far as it may legally do so, to hold and save harmless the Permittor 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.

8. In case of destruction of or damage to the property of the Permittor by the Permittee, its agents, employees, servants or contractors in the course of constructing and maintaining the said highway, the Permittee, at the option of the Permittor and upon demand, shall cause the said property to be replaced or repaired, or it will pay the Permittor the value of the destruction or damage.

9. 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.

10. In all matters in connection with this permit requiring the approval or the action of the Secretary of the Navy, the Commandant, Eleventh Naval District, San Diego, California, is hereby designated and empowered to act as his local representative.

11. It is understood that the granting of this permit supersedes and revokes the permit dated October 12, 1940, granting permission to the City of San Diego, California, to construct and maintain a right of way two hundred feet in width through the Naval Training Station and Marine Corps Base, San Diego, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 27th day of July 1942.

UNITED STATES OF AMERICA

By L. A. MORRISON

By direction of The Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

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

STATE OF CALIFORNIA
Frank W. Clark, Director of Public Works
By MORGAN KEATON
Deputy Director

APPROVED: C. H. PURCELL State Highway Engineer
By G. T. MC COY
Assistant State Highway Engineer

CITY OF SAN DIEGO, CALIFORNIA
By WALTER W. COOPER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from United States of America for Harbor Drive through Naval Training Station & Marine Corps Base; being Document No. 340127.

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

By Francis T. 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 FOUR HUNDRED SIXTY-SIX DOLLARS (\$7466.00), 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 July, 1942.

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. 76654, adopted by the Council on April 7, 1942, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

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

(SEAL)
ATTEST: J. A. CANNON
Secretary

THE AETNA CASUALTY AND SURETY COMPANY
By L. E. MIDGLEY Resident Vice President
Surety

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

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

On this 30th day of July, in the year nineteen hundred forty-two, 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 L. E. Midgley, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

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

I hereby approve the form of the foregoing Undertaking this 8th day of August, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77248 passed and adopted on the 14th day of July, 1942, require and fix the sum of \$7,466.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING.

San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 11th day of August, 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 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 Eithth 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, 1942, to-wit, to and including June 30, 1943.

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 20, 1942, 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 Twenty-nine Thousand Eight Hundred Sixty-one and 88/100 Dollars (\$29,861.88) 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 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 Twenty-nine Thousand Eight Hundred Sixty-one and 88/100 Dollars (29,861.88) 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 Twenty-nine Thousand Eight Hundred Sixty-one and 88/100 Dollars (\$29,861.88).

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.

(SEAL)
 ATTEST: J. A. CANNON
 Secretary

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

THE CITY OF SAN DIEGO
 By FRED W. SIMPSON
 ERNEST J. BOUD
 PAUL J. HARTLEY
 H. DE GRAFF AUSTIN
 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 8th day of August, 1942.

JACOB WEINBERGER City Attorney
 By THOMAS J. FANNING
 Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract covering San Diego Lighting District No. 1; being Document No. 340137.

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 Gas & Electric Company is the owner of the real property Lot I Block 135 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 7 day of August, 1942, by San Diego Gas & Electric Company that it will, for and in consideration of the permission granted it to remove 40 feet of curbing on the street adjacent to the above described property, binds itself to, and it hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

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

SAN DIEGO GAS & ELECTRIC COMPANY
By H. R. PECKHAM Vice Pres.
P.O.Box 1831, San Diego, California

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 7 day of August, A.D. Nineteen Hundred and Forty Two, before me, Nell W. Molloy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. R. Peckham known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

I HEREBY APPROVE the foregoing Agreement this 10th day of August, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 13 1942 5 min. past 9 A.M. in Book 1389 at page 53 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 San Diego Gas & Electric Company; being Document No. 340147.

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

By Francis T. Peden Deputy

A G R E E M E N T

WHEREAS, Samuel Rathell is the owner of Lots 29 to 35 Block 43 Chas. Hensley Add. 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, by Samuel Rathell that he will, for and in consideration of the permission granted him to remove 15 feet of curbing on Imperial Ave. adjacent to the above described property, binds him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

SAM T. RATHELL
2638 Imperial Ave.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 11 day of August, A.D. Nineteen Hundred and 42, before me, Joseph Filippi a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Samuel Rothell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that has executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 Nov. 21, 1942.

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of August, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 13 1942 5 min. past 9 A.M. in Book 1389 at page 54 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 Samuel Rothell; being Document No. 340187.

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, Cooley & Grizzle are the owners of Lot 280 Talmadge Park #2 and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 20 day of May, by Cooley & Grizzle that they will, for and in consideration of the permission granted them to remove 15 feet of curbing on Alder Drive adjacent to the above described property, bind themselves to, and their hereby by these presents agree 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 By GEO. E. COOLEY
4783 El Cajon Ave.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 21 day of May, A.D. Nineteen Hundred and Forty Two, before me, Paul Botz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. 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

I HEREBY APPROVE the form of the foregoing Agreement this 12th day of August, 1942.

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

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 13 1942 5 min. past 9 A.M. in book 1389 at page 55 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 Cooley & Grizzle; being Document No. 340188.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton 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, State of California, 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 5th day of August, 1942.

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 CRESITA 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.

(SEAL)

ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice President in Charge of Sales
Principal

THE AETNA CASUALTY AND SURETY COMPANY

By L. E. MIDGLEY

Resident Vice-President

Surety

(SEAL)

ATTEST: E. L. TOLSON
Resident Assistant Secretary

I hereby approve the form of the foregoing Undertaking this 13th day of August, 1942.

JACOB WEINBERGER City Attorney

By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77013 passed and adopted on the 2nd day of June, 1942, require and fix the sum of \$68.00 as

the penal sum of the foregoing Undertaking.

(SEAL)
STATE OF CALIFORNIA,

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

County of San Diego

ss

On this 5th day of August, in the year nineteen hundred forty-two, 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 L. E. Midgley, 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.

College Park Lighting District No. 1

THIS AGREEMENT, made and entered into this 18 day of August, 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:

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 year from and including June 1, 1942, to-wit, to and including May 31, 1943.

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 20, 1942, 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 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.

(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 FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

(SEAL)

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

I hereby approve the form of the foregoing Contract, this 13th day of August, 1942.
JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for College Park Lighting District No. 1; being Document No. 340206.

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

By Francis T. Patton Deputy

DECLARATION OF RESTRICTIONS
AFFIDAVIT AND AGREEMENT

REGARDING CONSTRUCTION OF AUXILIARY BUILDING OVER BASEMENT IN REAR OF LOT 1
REGARDING USE OF PROPERTY FOR OFFICE AND STORAGE OR SHOP PURPOSES.
STATE OF CALIFORNIA

County of San Diego } ss

I, the undersigned affiant, being first duly sworn, deposes and say:
That I am the owner of the hereinafter described real property:
Lot 1 & 2 Block 181 Subdivision Zimmerman's, located at 1438 to 60 "B" Street.
That I desire to erect an auxiliary building to be used for storage and shop purposes or office use.

That I, in consideration of permission granted by the Office of the City Planning Commission of the City of San Diego to erect said auxiliary building over basement in rear of Lot 1. on the above described property, do hereby promise, covenant and agree to and with said City of San Diego, a Municipal Corporation, and said Office of said City, that said auxiliary building will not be used for living or sleeping purposes or contrary to ordinances of the City of San Diego.

That this covenant shall run with the land and be part of a general plan for the protection and benefit of each and every one and that if I should hereafter convey said real property to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

Dated: This 10 day of August, 1942.

FREDERICK W. VOLLMER

Subscribed and sworn to before me this 10 day of August, 1942.

GEO. H. STONE

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Dec. 18, 1943 State of California

RECORDED AUG 15 1942 7 min. past 9 A.M. in Book 1389 at page 78 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.

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 agreement from Frederick W. Vollmer re use of building at 1438-1460 B Street; being Document No. 340212.

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

REGARDING USE OF PROPERTY FOR A COMMERCIAL RIDING STABLE

STATE OF CALIFORNIA } ss

County of San Diego

I, the undersigned affiant, being first duly sworn, depose, and say:
That I am the owner of the hereinafter described real property:
Lot 29 (portion) La Mesa Colony, located at 4158 La Dorna Drive;
That I desire to construct a 24 x 100 foot stable and operate a commercial riding stable with a maximum of fifteen (15) horses;

That I, in consideration of permission granted by the Zoning Committee of the City of San Diego by Res. No. 153 adopted July 30, 1942 to construct said building and operate a commercial riding stable on the above described property, do hereby provide, covenant and agree to and with said City of San Diego, a Municipal Corporation, that at such time as the Zoning Committee of said City shall specify, the operation of said commercial riding stable will cease;

That this covenant shall run with the land and be part of a general plan for the protection and benefit of the residents of this district and that if I should hereafter convey said real property to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

E. R. ROISE

E. R. Roise

Subscribed and sworn to before me this 14th day of August, 1942.

AUGUST M. WADSTROM

(SEAL) Notary Public in and for the County of San Diego,
My commission expires Aug. 5, 1942 State of California

RECORDED AUG 15 1942 8 min. past 9 A.M. in Book 1389 at page 78 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.

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 Agreement from E. R. Roise re commercial riding stable at 4158 La Dorna Drive; being Document No. 340221.

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, property at 2920 Kalmia Street more particularly described as Lots 29, 30 Block 5 Subdivision Park Addition and,

WHEREAS, the provisions of Ordinance No. 8924 of the ordinances of the City of San Diego requires a rear yard of fifteen (15) feet for dwellings located in Zone R-4 on lots exceeding 110 feet in depth.

WHEREAS, the Planning Commission of said City has established a policy of permitting a rear yard of ten (10) feet at the rear of the lot where there are two buildings on the lot, provided that the legally required distance of six (6) feet between the buildings is increased by five (5) feet to provide a clear space of eleven (11) feet between the buildings. Now, THEREFORE,

WITNESS THIS AGREEMENT, signed and executed this 14th day of August, 1942, by A. Berenson that he will, for and in consideration of the permission granted him to locate a building on the above described property with a ten (10) foot rear yard, bind himself to, and he hereby by these presents agree, to provide a clear space of eleven (11) feet between this building and any additional building located upon the front portion of this property in the future.

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

A. BERENSON
927 Broadway

STATE OF CALIFORNIA, { ss
County of San Diego,

On this 14th day of August A.D. Nineteen Hundred and forty-two before me Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. Berenson known to me to be the person described in 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.

CLARK M. FOOTE JR.

(SEAL) Notary Public in and for the County of San Diego,
My commission expires Mar. 20, 1943 State of California

RECORDED AUG 19 1942 10 min. past 9 A.M. in Book 1371 at page 403 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.

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 agreement from A. Berenson relative to buildings at 2920 Kalmia Street; being Document No. 340223.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That UNITED CONCRETE PIPE CORPORATION, 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 SEVEN THOUSAND ONE HUNDRED SIXTY Dollars (\$7,160.00), 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, 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: 1660 linear feet 60" heavy clay lined reinforced concrete pipe, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

UNITED CONCRETE PIPE CORPORATION
By STEVE KRAL Vice Pres.

(SEAL)
ATTEST: M. DONNELLY
The premium charged for this bond is \$35.80

Principal
MARYLAND CASUALTY COMPANY,
By FRANCES GRAY Attorney-in-Fact
Surety

(SEAL)
ATTEST:-----

I hereby approve the form of the within Bond, this 14th day of August, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK

Deputy City Attorney

I hereby approve the foregoing bond this 14th day of August 1942.

WALTER W. COOPER
City Manager

STATE OF CALIFORNIA)
County of Los Angeles) ss

On this 11th day of August in the year one thousand nine hundred and forty-two, before me R. S. Johnston a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Frances Gray 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 Frances Gray acknowledged to me that she subscribed the name of the Maryland Casualty Company as Surety, and her 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.

R. S. JOHNSTON

(SEAL) Notary Public in and for said County and State
My commission expires April 29, 1944

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and

UNITED CONCRETE PIPE 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: 1660 linear feet of 60" heavy clay lined reinforced concrete pipe, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 339637.

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

1660 lin. ft. 60" concrete pipe @ \$16.75 per lin. ft.	\$27,805.00
Plus the California State Sales Tax	834.15
	<u>\$28,639.15</u>

Said contractor agrees to begin delivery of said material within _____ days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____ 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: Twenty-eight Thousand Six Hundred Thirty-nine and 15/100 Dollars (\$28,639.15), said payments to be made as follows:

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 77286 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 CONCRETE PIPE CORPORATION

By STEVE KRAL Vice Pres.

Contractor

(SEAL)

ATTEST: M. DONNELLY

I hereby approve the form and legality of the foregoing contract this 14th day of August, 1942.

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 United Concrete Pipe Corporation for 1660 feet of 60" concrete pipe; being Document No. 340224.

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

WHEREAS, Margurite Fegan is the owner of Lots 21 and 22 Block 27, of Arnold and Choate's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of June, 1942, by Margurite Fegan that she will, for and in consideration of the permission granted to remove 22 feet of curbing on Falcon Street between Montecito Way and Arbor Drive, 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.

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

MARGURITE FEGAN

4194 Falcon Street, San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 12th day of June, A.D. Nineteen Hundred and forty-two, before me, Alice Cimmino, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Margurite Fegan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

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

I HEREBY approve the form of the foregoing agreement this 15th day of August, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 19 1942 10 min. past 9 A.M. in Book 1389 at page 138 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 Margurite Fegan; being Document No. 340237.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

Bond No. 583230

The permium charged for this bond is \$5.00

KNOW ALL MEN BY THESE PRESENTS, That THE ATLAS MINERAL PRODUCTS CO. OF CALIF., as Principal and NATIONAL SURETY CORPORATION 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 NINETEEN Dollars (\$919.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of August, 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: Approximately 47.025 tons of Tegul Ampco Sewer Joint Compound, 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.

THE ATLAS MINERAL PRODUCTS CO. OF CALIF.

ATTEST: _____

H. M. YOUNGER West Coast Manager

Principal

August 14, 1942

NATIONAL SURETY CORPORATION

(SEAL)

By M. RENWICK Attorney-in-Fact (M. Renwick)

ATTEST: V. DUDUNE

Surety

I hereby approve the form of the within Bond, this 17th day of August, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL

Deputy City Attorney

I hereby approve the foregoing bond this 17th day of August 1942.

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA,
City & County of
San Francisco

} ss.

On this 14th day of August in the year one thousand nine hundred and forty two, before me Ed. R. Abbott a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. Renwick known to me to be the duly authorized Attorney in Fact of National Surety Corporation, and the same person whose name is subscribed to the within instrument as the Attorney in Fact of said Corporation, and the said M. Renwick acknowledged to me that he subscribed the name of National Surety Corporation thereto as principal, and his own name as Attorney in Fact.

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

ED. R. ABBOTT

(SEAL)

Notary Public in and for said County and State

My commssion expires May 31, 1944

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of August, 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 THE ATLAS MINERAL PRODUCTS CO. OF CALIF., 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: Approximately 47.025 tons Tegul Ampco Sewer Joint Compound, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 339734.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: 47.025 tons joint compound @ \$78.14 per ton. Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 14 days from and after the date of the execution of this contract, and to complete said delivery on or before the day of 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 Seventy four and 53/100 Dollars (\$3674.53), 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. 77309 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

THE ATLAS MINERAL PRODUCTS CO. OF CALIF.

ATTEST:

Contractor

I hereby approve the form and legality of the foregoing contract this 17th day of August, 1942.

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 The Atlas Mineral Products Co. of Calif. for sewer joint compound; being Document No. 340285.

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

By Francis T. Price Deputy

KNOW ALL MEN BY THESE PRESENTS, That EL CORTEZ PONTIAC COMPANY, a corporation, 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 THREE HUNDRED THIRTY-SIX Dollars (\$336.00), 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, 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: 1 - Pontiac 1942, model Torpedo "8", 4-door sedan automobile, 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.

EL CORTEZ PONTIAC COMPANY

A. M. SANDERS President

Principal

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

By C. J. STAFFORD Attorney

Surety

(SEAL)

B. C. FOTLAND

I hereby approve the form of the within Bond, this 17th day of August, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 17th day of August, 1942.

WALTER W. COOPER

City Manager

STATE OF CALIFORNIA

County of San Diego

} ss

On this 15th day of August in the year One Thousand Nine Hundred and Forty-two before me Zelda B. Melancon a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared C. J. Stafford known to me to be the Attorney of the Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

ZELDA B. MELANCON

(SEAL)

My commission expires March 12, 1946.

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 15th day of August, 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 EL CORTEZ PONTIAC 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 - Pontiac 1942, model Torpedo "8", 4-door sedan automobile, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 339829.

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

One Thousand Three Hundred Two and 75/100 Dollars	(\$1302.75)
plus Thirty-nine and 08/100 Dollars for California	
State Sales Tax.	(39.08)
	\$1341.83

Said contractor agrees to begin delivery of said material within One days from and after the date of the execution of this contract, and to complete said delivery on or before the 24th 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: One Thousand Three Hundred Forty-one and 83/100 Dollars (\$1341.83) said payments to be made as follows:

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 77363 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

EL CORTEZ PONTIAC COMPANY

A. M. SANDERS, President

Contractor

(SEAL)

ATTEST: KATHRYN OLAGUEZ

I hereby approve the form and legality of the foregoing contract this 17th day of August, 1942.

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 El Cortez Pontiac Company for one sedan for Fire Department; being Document No. 340286.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patterson 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 California, 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-SEVEN DOLLARS (\$267.00), 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, 1942.

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. 76784, adopted by the Council of said City on April 28, 1942, 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

THE AETNA CASUALTY AND SURETY COMPANY
By L. E. MIDGLEY Resident VicePresident
Surety

I hereby approve the form of the foregoing Undertaking this 17th day of August, 1942.

JACOB WEINBERGER City Attorney
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77316 passed and adopted on the 4th day of August, 1942, require and fix the sum of \$267.00 as the penal sum of the foregoing Undertaking.

(SEAL)
STATE OF CALIFORNIA,

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

County of San Diego

} ss

On this 12th day of August, in the year nineteen hundred Forty-two, 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 L. E. Midgley, 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
Five Points Lighting District No. 1

THIS AGREEMENT, made and entered into this 18th day of August, 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 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, 1942, to and including August 4, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Five Points Lighting District No. 1", filed May 14, 1942, 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 Sixty-seven and 40/100 Dollars (\$1,067.40) in twelve equal monthly installments drawn upon that certain special 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 Sixty-seven and 40/100 Dollars (\$1,067.40) 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 Sixty-seven and 40/100 Dollars (\$1,067.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized,

and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)
ATTEST: J. A. CANNON
Secretary

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

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
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 17th day of August, 1942.
JACOB WEINBERGER City Attorney
By THOMAS J. FANNING
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract covering Five Points Lighting District No. 1; being Document No. 340287.

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

WHEREAS, Gus C. Klindt is the owner of Lot thirty two (32) Block two (2), of Marine View;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of March, 1942, by Gus C. Klindt that he will, for and in consideration of the permission granted to remove 16 feet of curbing on W. Brooks Street between Jackdaw and Ibis, 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.

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

GUS C. KLINDT
3601 Jackdaw St.

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

On this 7th day of March, A.D. Nineteen Hundred and forty two, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gus C. Klindt known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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

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

I HEREBY approve the form of the foregoing agreement this 18th day of August, 1942.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 19 1942 10 min. past 9 A.M. in Book 1387 at page 270 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 Gus C. Klindt; being Document No. 340293.

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

WHEREAS, H. H. Bridgford is the owner of Lot G, Block 123, of Hortons Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of August, by H. H. Bridgford that he will, for and in consideration of the permission granted to remove 30 feet of curbing on K Street between 6th and 7th Ave. 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.

And 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.

H. H. BRIDGFORD
302 - 6th Ave. S.D.

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

On this 5th day of August, A.D. Nineteen Hundred and Forty-two, before me, Emma Geradehand, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. H. Bridgford 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) Notary Public in and for the County of San Diego, State of California
My commission expires Oct. 28, 1945
I HEREBY approve the form of the foregoing agreement this 18th day of August, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED AUG 19 1942 10 min. past 9 A.M. in book 1387 at page 271 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 H. H. Bridgford; being Document No. 340294.

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

By Francis J. Patterson Deputy

OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 3rd day of August, 1942, under and by virtue of the provisions of Section 3897-d 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 land hereinafter described has been sold to the State of California; as follows:

Lot 1, in Block 104, Wonderland Beach, in The City of San Diego, County of San Diego, State of California, according to Map thereof No. 1814, filed in the office of the County Recorder of San Diego County, California, sold to the State of California on June 29, 1929, for taxes due for the year 1928, Certificate No. 72692, and said land was deeded to the State of California August 1, 1934, by Deed No. 11654; 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 property be sold to The City of San Diego, to the end that said land be devoted to the public use; and

WHEREAS, the land so sold for delinquent taxes and/or assessments to the State of California, as aforesaid; is hereinafter particularly described;

NOW, THEREFORE, in consideration of the covenants, 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 land situated in The City of San Diego, County of San Diego, State of California, to-wit:

Lot 1, in Block 104, Wonderland Beach, in The City of San Diego, County of San Diego, State of California, according to Map thereof No. 1814, filed in the office of the County Recorder of San Diego County, California;

the consideration for such purchase to be the sum of twenty-five dollars (\$25.00). 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 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 land for the sum of twenty-five dollars (\$25.00), subject to the condition 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 3rd day of August, 1942, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this instrument to be executed by its City Manager, pursuant to a resolution adopted on the 28th day of July, 1942, authorizing such execution, the day and year first hereinabove written.

ATTEST:
J. B. MC LEES, County Clerk
and Ex-officio Clerk of the
Board of Supervisors
By H KLECKNER Deputy (SEAL)

BOARD OF SUPERVISORS OF THE COUNTY
OF SAN DIEGO, STATE OF CALIFORNIA.
By WALTER BELLON Chairman

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

I hereby approve the form of the foregoing Option Agreement this 20th day of July, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL Assistant City Attorney

I hereby approve the form of the foregoing Option Agreement this 30th day of July, 1942.

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 13th, 1942.

HARRY B. RILEY, Controller of
The State of California
By BERT FOSTER

Deputy (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to purchase certain tax deeded land in Wonderland Beach; being Document No. 340333.

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 entered into this 17th day of August, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as Party of the First Part, and THE COUNTY OF SAN DIEGO, a political subdivision of the State of California, hereinafter designated as Party of the Second Part; WITNESSETH:

WHEREAS, in the interest of efficient law enforcement and protection of civilian population it is desirable that the parties hereto have and maintain close cooperation with surrounding towns and cities in blocking the escape of criminals and apprehending them prior to their departure; and

WHEREAS, to this end the parties hereto desire to arrange for the continued operation of a remote control service from radio station KGZD operated by the Party of the First Part, and said Party of the Second Part is willing to enter into such arrangement;

NOW, THEREFORE, in consideration of the payments to be made by the Party of the Second Part to the Party of the First Part, as hereinafter set forth, and in further consideration of greater and more efficient law enforcement, the parties hereto agree with each other as follows:

A. The Party of the First Part agrees as follows:

1. That it will furnish all labor necessary to maintain receivers, portable mobile transmitters, remote controls and relay stations now owned by Second Party or which it may subsequently acquire up to but not exceeding 60 receivers and 40 portable mobile transmitters.

2. That it will perform and do all necessary testing, engineering, installation and maintenance required to maintain a complete two-way system (it being understood by the parties hereto that two remote relay stations will be required for said purpose but that additional remote relay stations may be added as required).

3. That it will furnish all labor necessary to install portable mobile transmitters and receivers in the cars of Second Party as required.

4. That it will maintain a 500 Watt and a 400 Watt transmitter in good condition at all times and that the Sheriff of the Second Party shall have unlimited use of such transmitters subject only to the operating rules and regulations imposed by the Federal Communications Commission and the Superintendent of the Electrical Division of First Party.

5. That it will furnish the services of qualified radio technicians for general radio service work continuously 16 hours a day. The hours shall be from 7:30 A.M. to 12:00 midnite daily.

B. The Party of the Second Part agrees as follows:

1. That it will pay to First Party the sum of \$2,400 per annum during the term hereof; the procedure for said payment shall be for The City of San Diego, Party of the First Part, to present to the Board of Supervisors of the Second Party a claim in proper and legal form in the amount of \$200.00 on the 1st day of July, 1942, and the 1st day of each succeeding month thereafter, to and including the 1st day of June, 1946, or until the termination hereof as herein provided.

2. That it will furnish all parts and materials for construction and installation of any equipment necessary in the maintenance of the radio system which it shall operate as herein provided.

3. That it will purchase transmitters and receivers for its mobile equipment of such manufacture as recommended by the Superintendent of the Electrical Division of First Party and the Sheriff of Second Party.

4. That it will furnish the electric current for operation of any equipment necessary in the proper functioning and maintenance of its part of said radio system.

5. That it will furnish transportation as deemed necessary by the Superintendent of Electrical Division of First Party in complying with the terms of this agreement set forth in paragraph "A" hereof.

This agreement shall be for a term of four (4) years and shall continue until terminated by either party giving to the other, in writing, six months' notice of such intention to terminate.

In the event of a breach of any of the terms hereof by either party, then in that event the other party, by resolution of its legislative body, may terminate this agreement, which termination shall take effect thirty (30) days after the notice of the adoption thereof.

IN WITNESS WHEREOF this agreement is executed by the Party of the First Part, by and through its City Manager under and pursuant to a resolution of its Council No. 77264, adopted July 14, 1942; and the Party of the Second Part has caused this agreement to be executed by the Chairman of its Board of Supervisors, under and pursuant to resolution adopted by said Board authorizing the same, on Aug. 17, 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, (SEAL)
Party of the Second Part,
By WALTER BELLON Chairman,
Board of Supervisors

I HEREBY APPROVE the form of the foregoing Agreement this 20 day of August, 1942.

JACOB WEINBERGER, City Attorney

By EDWARD H. LAW

Deputy City Attorney

I HEREBY APPROVE the form of the foregoing Agreement this 11 day of Aug. 1942.

THOMAS WHELAN, District Attorney

By E. I. KENDALL

Deputy District Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract between the City of San Diego and County of San Diego covering police radio service; being Document No. 340340.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

CONTRACT BETWEEN THE UNITED STATES OF AMERICA (HEREIN CALLED THE "GOVERNMENT") AND THE CITY OF SAN DIEGO, CALIFORNIA (HEREIN CALLED THE "CITY")

WHEREAS, pursuant to Public No. 849, 76th Congress - the Lanham Act, as amended (herein referred to as the "Act"), and Executive Order No. 9070, dated February 24, 1942, the Federal Public Housing Commissioner (herein referred to as the "Commissioner") is authorized to develop housing to accommodate persons engaged in national defense activities (as defined in the Act); and

WHEREAS, the Commissioner has authorized the Development of such housing, consisting of approximately 1500 units to be located in or near the City of San Diego (Identification Nos. Cal-4096 and Cal-4097 and herein collectively referred to as the "Development");

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

That in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. The City will furnish to the Development and the tenants of the Development complete garbage, ash and trash collection services such as are furnished by the City to other dwellings and inhabitants of the City.

2. Upon presentation of properly certified vouchers, the Commissioner will pay monthly to the City for the services herein agreed to be furnished by the City the sum of fifty cents (\$.50) times the average number of occupied dwelling units in the Development during the preceding calendar month. Such average number of dwelling units shall be determined by ascertaining the total number of occupied units in the Development on the first and last days of each month adding the numbers ascertained and dividing by two. The result thus arrived at shall be regarded as the average number of occupied dwelling units for such month.

3. If, and when, pursuant to the provisions of Section 306 of the Act, the Commissioner shall pay to the City any annual sums in lieu of taxes which would be paid to the City upon the Development if the Development were not exempt from taxation, the Commissioner shall, in determining the amount of each such annual payment, give due consideration to the cost to the Government under this contract of any services supplied hereunder which shall be furnished by the City without charge to taxpayers or inhabitants of the City during the period for which such annual payment is to be made.

4. This contract shall continue in full force and effect with respect to the Development so long as title thereto is held by the Government and so long as the emergency declared by the President on September 8, 1939, to exist, continues; provided, however, that so long as title to the Development is held by the Government after said emergency has terminated this contract shall continue in full force and effect until sixty days after either party has given to the other written notice that the contract shall terminate at the end of said sixty days.

5. Upon the sale by the Government of any part or parts of the Development, the part or parts so sold shall, from the date of sale, no longer be considered part of the Development.

6. No Member of or Delegate to the Congress of the United States of America shall participate in the funds made available under this contract.

IN WITNESS WHEREOF, the City and the Government have respectively caused this Contract to be executed as of this 12th day of February, 1942 for Bayview Terrace, CAL-4096, and as of this 18th day of February, 1942, for Chollas View, CAL-4097.

ATTEST: RUTH E. BERMAN
(SEAL)

UNITED STATES OF AMERICA

By LEE F. JOHNSON

For the Federal Public Housing Commissioner

ATTEST: FRED W. SICK
(SEAL)

City Clerk

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 contract between United States and City of San Diego for removal of garbage, rubbish and ash from Bay View Terrace and Chollas View; being Document No. 340341.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 1st day of September, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter referred to as the City, first party, and BENSON LUMBER COMPANY, a corporation, second party, WITNESSETH:

WHEREAS, the City on or about the 5th day of September, 1940, entered into a lease of certain tidelands with Anthony C. Martinolich, doing business under the name and style of Martinolich Ship Building Company, for a period of ten (10) years ending on the 31st day of August, 1950, which said lease is on file in the office of the City Clerk of said City bearing Document No. 323318, and is recorded in Book 11, page 35, Records of said City Clerk; and

WHEREAS, said lease has heretofore been assigned to Benson Lumber Company, a corporation, which is now the owner and holder thereof; and

WHEREAS, on or about the 26th day of March, 1942, the City and the said Benson Lumber Company entered into an agreement for modification of said lease, which said agreement for modification is on file in the office of the City Clerk of said City bearing Document No. 337896, and is recorded in Book 13, page 134, Records of said City Clerk; and

WHEREAS, the City and said Benson Lumber Company desire to further amend said lease by enlarging the area of the premises covered in said lease and in said agreement for modification of lease, and by adjusting the rentals to be paid under said lease;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars:

(1) That said lease is hereby modified and amended by adding to the leased premises two (2) parcels of land, designated herein as "Parcel A" and "Parcel B," described as follows:

"PARCEL A:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 655.26 feet northwesterly from Station 300 on said U. S. Bulkhead Line; thence north 70° 50' east a distance of 294 feet to a point; thence at right angles north 19° 10' west a distance of 375 feet to the true point or place of beginning; thence south 70° 50' east a distance of 459.52 feet to a point; thence on a line parallel to and distant 100.35 feet northeasterly from the said U. S. Bulkhead Line a distance of 252.72 feet to a point; thence north 70° 50' east, a distance of 614 feet to a point; thence at right angles south 19° 10' east a distance of 200 feet to the true point or place of beginning, containing 107,352 square feet of tideland area.

"PARCEL B:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 655.26 feet northwesterly from Station 300 on said U. S. Bulkhead Line; thence north 70° 50' east a distance of 294 feet to a point; thence at right angles north 19° 10' west a distance of 375 feet to a point; thence at right angles south 70° 50' west a distance of 459.52 feet to the true point or place of commencement; thence continuing south 70° 50' west a distance of 404.48 feet to the most westerly corner of that tideland area now leased to the Benson Lumber Company, and delineated upon drawing number 93-B-2, on file in the office of the City Clerk of The City of San Diego, California; thence at right angles north 19° 10' west a distance of 120 feet to a point; thence north 53° 5' 19" east a distance of 262.49 feet to a point; thence south 56° 51' east parallel to the said U. S. Bulkhead Line, a distance of 252.72 feet, more or less, to the true point or place of beginning.

The lands hereinabove described being shown on Drawing No. 93-B-1, dated May 3, 1941, attached hereto, marked 'Exhibit C,' and made a part of this agreement."

(2) That during the remainder of the term of said lease the lessee shall pay for said additional area the following rentals:

For the period commencing on the date of the execution of this agreement and ending on the 31st day of August, 1945, the sum of ninety dollars (\$90.00) per month for the premises hereinabove described as Parcel A;

For the period commencing on the 1st day of September, 1945, and ending on the 31st day of August, 1950, the sum of one hundred eighty dollars (\$180.00) per month for the premises hereinabove described as Parcel A;

For the period commencing on the date of the execution of this agreement and ending on the 31st day of August, 1950, the sum of twenty-five dollars (\$25.00) per month for the premises hereinabove described as Parcel B.

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.

(3) That the demised premises hereinabove described as Parcel A 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 B shall be used only and exclusively for the construction and maintenance thereon of a wharf and ship ways, and such other structures as may be necessary or convenient for conducting and carrying on said business.

Except as herein specifically amended, all of the terms and conditions in said lease of September 5, 1940, shall remain in full 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 Benson Lumber 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 thereunto duly authorized, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO
Lessor

By R. H. VAN DEMAN
EMIL KLIKA
WM. E. HARPER
Members of the Harbor Commission of The City of San Diego.

BENSON LUMBER COMPANY (SEAL)
Lessee

By FRANK C. LYNCH,
President

ATTEST: GERALD C. THOMAS

I hereby approve the form of the foregoing Agreement for Modification of Lease this 1st day of July, 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL
Assistant City Attorney

EXHIBIT C

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Modification of Tideland Lease with Benson Lumber Company; geinb Document No. 340347.

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

By Francis T. [Signature] Deputy

KNOW ALL MEN BY THESE PRESENTS, That THE KARPARK CORPORATION, a corporation organized and existing under the laws of the State of Delaware, with its principal office at 1028 Connecticut Avenue, N. W., Washington, D.C., party of the first part, for and in consideration of the sum of TWENTY-EIGHT THOUSAND EIGHTY DOLLARS (\$28,080.00), lawful money of the United States of America, to it paid, at or before the ensembling and delivery of these presents by THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and delivered, and by these presents does grant, bargain, sell and deliver unto the said party of the second part, all the following GOODS, CHATTELS AND PROPERTY, to-wit:

Five hundred forty-five (545) Model H-PPN automatic parking meters, which includes twenty-five (25) Model H-PPN automatic parking meters not charged for; sold under the terms of contract between The City of San Diego and The Karpark Corporation, dated August 26, 1941.

TO HAVE AND TO HOLD the said Goods, Chattels and Property unto the said party of the second part, and its assigns, to and for its own use and behoof, forever.

And the said party of the first part does vouch itself to be the true and lawful owner of the said Goods, Chattels and Property, and have in it full power, good right and lawful authority, to dispose of the said Goods, Chattels and Property, in manner as afore-said. And it does for itself, its successors and assigns, covenant and agree to and with the said party of the second part to WARRANT AND DEFEND the said Goods, Chattels and Property to said party of the second part and its assigns, against the lawful claims and demands of all and every person and persons whomsoever.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed and has caused these presents to be executed in its behalf by its Vice President, and attested to by its Assistant Secretary, this 18th day of August, 1942.

ATTEST: J. S. WOODHOUSE

Assistant Secretary

(SEAL)

THE KARPARK CORPORATION

By E. D. TIMBERLAKE

Vice President

DISTRICT OF COLUMBIA:

I, Bernice J. Collins, a Notary Public in and for said District of Columbia, do hereby certify that E. D. Timberlake personally known to me to be the Vice-President of The Karpark Corporation, and J. S. Woodhouse personally known to me to be the Assistant Secretary of said corporation, appeared before me in said District of Columbia, and that they are personally well known to me as the persons who executed the Bill of Sale, and acknowledged the same to be their act and deed.

GIVEN under my hand and official seal this 18 day of August, 1942.

BERNICE JAY COLLINS

(SEAL)

Notary Public in and for the District of Columbia

My Com. expires Feb. 1, 1943

RECORDED AUG 28 1942 40 min. past 12 P.M. in book 1402 at page 43 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 Bill of Sale from The Karpark Corporation for 545 parking meters; being Document No. 340370.

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 by and between THE ADJUTANT GENERAL of the State of California, hereinafter referred to as the State and CITY OF SAN DIEGO, hereinafter referred to as Owner, this 18th day of August, 1942.

WITNESSETH:

WHEREAS, Owner is the owner of an automobile bearing license number NN 2268, Make Ford, Body type Panel Truck, Number of cylinders 4, Year Model, 1941, Manufacturer's Model 419 U, Engine Number 99 T 305481, Serial Number 99T305481, Tonnage, 1-1/2, and desires to make such automobile available for use by the California State Guard

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Owner hereby authorizes and permits the State to take possession of and use from date hereof until June 30, 1943 the above equipment.

2. In consideration of the foregoing, the State agrees to place said equipment into use by the California State Guard in duly authorized functions of the said Guard.

3. Owner agrees that the State shall have exclusive control and full time use of said equipment.

4. The State shall not be held responsible for damage, depreciation, wear and tear or loss or destruction to said equipment. The State may, however, at its sole cost and expense make such repairs to the equipment as it may deem necessary.

5. Either party reserves the right to terminate this agreement at any time during the term thereof upon giving the other fifteen (15) days written notice prior to the date of termination.

6. The State hereby agrees to insure said equipment for public liability and property damage pursuant to Section 400 of the Vehicle Code, during the time the equipment is in the custody and control of the California State Guard.

J. PIERCE

Adjutant General, State of California

CITY OF SAN DIEGO

By WALTER W. COOPER, City Manager
Civic Center

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State of California Adjutant General for use of panel truck; being Document No. 340376.

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 by and between THE ADJUTANT GENERAL of the State of California, hereinafter referred to as the State and CITY OF SAN DIEGO, hereinafter referred to as OWNER, this 18th day of August, 1942.

WITNESSETH:

WHEREAS, OWNER is the owner of an automobile bearing license number Ex 63255, Make GMC, Body type Suburban Carryall, Number of cylinders 6, Year Model 1941, Manufacturer's Model C C 161, Engine Number A22888562, Serial Number 16015, Tonnage, if Truck _____, and desires to make such automobile available for use by the California State Guard IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Owner hereby authorizes and permits the State to take possession of and use from date hereof until June 30, 1943 the above equipment.
2. In consideration of the foregoing, the State agrees to place said equipment into use by the California State Guard in duly authorized functions of the said Guard.
3. Owner agrees that the State shall have exclusive control and full time use of said equipment.
4. The State shall not be held responsible for damage, depreciation, wear and tear or loss or destruction to said equipment. The State may, however, at its sole cost and expense make such repairs to the equipment as it may deem necessary.
5. Either party reserves the right to terminate this agreement at any time during the term thereof upon giving the other fifteen (15) days written notice prior to the date of termination.
6. The State hereby agrees to insure said equipment for public liability and property damage pursuant to Section 400 of the Vehicle Code, during the time the equipment is in the custody and control of the California State Guard.

J. PIERCE

Adjutant General, State of California

CITY OF SAN DIEGO

By WALTER W. COOPER City Manager
Civic Center

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Adjutant General for use of Suburban Carryall; being Document No. 340375.

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 by and between THE ADJUTANT GENERAL of the State of California, hereinafter referred to as the State and City of San Diego, hereinafter referred to as OWNER, this 18th day of August, 1942.

WITNESSETH:

WHEREAS, OWNER is the owner of an automobile bearing license number Ex20999, Make GMC, Body type flat rack, Number of cylinders 6, Year Model 1928, Manufacturer's Model MT 30, Engine Number 2271807, Serial Number E 1049 C, Tonnage, if Truck 1-1/2, and desires to make such automobile available for use by the California State Guard

IT IS THEREFORE MUTUALLY AGREED AS FOLLOWS:

1. Owner hereby authorizes and permits the State to take possession of and use from date hereof until June 30, 1943 the above equipment.
2. In consideration of the foregoing, the State agrees to place said equipment into use by the California State Guard in duly authorized functions of the said Guard.
3. Owner agrees that the State shall have exclusive control and full time use of said equipment.
4. The State shall not be held responsible for damage, depreciation, wear and tear or loss or destruction to said equipment. The State may, however, at its sole cost and expense make such repairs to the equipment as it may deem necessary.
5. Either party reserves the right to terminate this agreement at any time during the term thereof upon giving the other fifteen (15) days written notice prior to the date of termination.
6. The State hereby agrees to insure said equipment for public liability and property damage pursuant to Section 400 of the Vehicle Code, during the time the equipment is in the custody and control of the California State Guard.

J. PIERCE

Adjutant General, State of California

CITY OF SAN DIEGO

By WALTER W. COOPER, City Manager
Civic Center

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Adjutant General for use of flat rack truck; being Document No. 340374.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, that we, ROBERT E. FOSTER and ALICE M. FOSTER, husband and wife, for and in consideration of Three Hundred Dollars (\$300.00) 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 of every kind and character sustained, or which may be sustained, by the undersigned by reason of the granting and conveying of a sewer easement and the construction, operation and maintenance of a main sewer pipe line through, over, under, along and across the real property hereinafter described, including any loss sustained or which may hereafter be sustained as a result of the loss of use of said premises occasioned by and during the period of construction of said sewer pipe line.

Said sewer easement hereinabove referred to is particularly described as follows, to-wit:

That portion of Lot 3, Harbor Villas, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 1314, filed in the office of the County Recorder of said County of San Diego, and those portions of Pueblo Lots 223 and 225, of the Pueblo Lands of San Diego, in said City of San Diego, according to the Map thereof by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 36, in the

Office of said County Recorder, described as follows:

Commencing at a point on the northeasterly line of Lytton Street as said Lytton Street was located and established as of March 1, 1942, which bears South 54° 15' 30" East (Record: South 54° 17' East) 190.00 feet from the most southerly corner of Lot 13, Block 6, Bayside Country Club Estates, Unit No. 1, according to the Map thereof No. 2009, filed in the Office of said County Recorder, said point of commencement being also the point of intersection of the northeasterly line of said Lytton Street with the northwesterly line of the alley described in the deed from the Bank of America National Trust and Savings Association to The City of San Diego, dated December 26, 1930, recorded January 14, 1931, in Book 1855, at page 225, of Deeds, records of said County Recorder; thence North 35° 44' 30" East along the northwesterly line of said alley a distance of 120.00 feet to an intersection with the northeasterly line of said alley; thence South 54° 15' 30" East along the northeasterly line of said alley a distance of 9.72 feet to the TRUE POINT OF COMMENCEMENT; thence North 42° 52' 30" East a distance of 544.29 feet to a point which bears North 73° 52' 30" East 432.80 feet from the southerly corner of Lot 20, Block 19, Montemar Ridge, Unit No. 1, according to the Map thereof No. 2177, filed in the Office of said County Recorder; thence North 73° 52' 30" East a distance of 19.42 feet to a point; thence South 42° 52' 30" West a distance of 559.68 feet to a point on the northeasterly line of said alley which bears South 54° 15' 30" East 10.08 feet from the True Point of Commencement; thence North 54° 15' 30" West along the northeasterly line of said alley a distance of 10.08 feet to the True Point of Commencement.

WITNESS our hands this 11th day of June, 1942.

ROBERT E. FOSTER
ALICE M. FOSTER

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

On this 11 day of June, 1942, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Robert E. Foster and Alice M. Foster known to me to be the persons whose names are subscribed to the within instrument and they duly acknowledged to me that they executed the same.

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

(SEAL)
My Commission expires Jan. 30, 1945
Approved as to form by

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

Deputy City Attorney

RECORDED at request of Union Title Insurance & Trust Co. AUG 21 1942 at 9 A.M. in Book 1400 page 8 of official records, San Diego County, Calif.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
ZETTA J. BEER

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release of Robert E. and Alice M. Foster for damages from sewer easement; being Document No. 340269.

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

By Francis T. Patton Deputy

DECLARATION OF RESTRICTIONS AFFIDAVIT AND AGREEMENT
REGARDING CONSTRUCTION OF LIVING QUARTERS IN BASEMENT
OF DWELLING AT 4287 HORTENSIA STREET

STATE OF CALIFORNIA)
County of San Diego) ss

I, the undersigned affiant, being first duly sworn, depose and say:
That I am the owner of the hereinafter described real property:
Lot T (South 60 feet of North 85 feet) Subdivision Fremont Heights, located at 4287 Hortensia Street, San Diego, California.
That I desire to alter the basement of the dwelling located on this property to provide living quarters;
That I, in consideration of permission granted by the Office of the City Planning Commission of the City of San Diego to so alter said basement of said dwelling to make it into living quarters on the above described property, do hereby provide, covenant and agree to and with said City of San Diego, a Municipal Corporation, and said Office of said City, that said basement when altered to provide living quarters will not be rented out, used separately from the main dwelling on said property or occupied by persons other than the immediate family of the undersigned or servants employed by the undersigned, nor in any manner permit the use of this property in violation of the R-1 zoning;
That this covenant shall run with the land and be part of a general plan for the protection and benefit of each and every one and that if I should hereafter convey said real property to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

Dated: This 14th day of August, 1942.

Subscribed and sworn to before me this 14th day of August, 1942.

(SEAL)
My Commission expires Feb. 3, 1945

RIETA C. HOUGH
A. G. OSLAND
Notary Public in and for the County of Multnomah
State of Oregon

RECORDED AUG 28 1942 40 min. past 12 P.M. in Book 1387 at page 392 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
HELEN NASI

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 Affidavit and Agreement from Rieta C. Hough re living quarters in the basement at 4287 Hortensia Street; being Document No. 340327.

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

WHEREAS, Bridgeford Meat Co. is the owner of Lot G Block 123, of Horton Addition, NOW, THEREFORE, this agreement, signed and executed this 18 day of August 1942; by Bridgeford Meat Co. that they will, for and in consideration of the permission granted to remove 15 feet of curbing on K St. between 6th & 7th Sts. 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.

And further agree that this agreement shall be binding on Bridgeford Meat Co. Bridgeford Meat 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.

H. H. BRIDGEFORD
302 - 6th Ave. San Diego

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

On this 18th day of August, A.D. Nineteen Hundred and forty-two, before me, I. L. Barker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. H. Bridgeford known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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,
State of California
My Commission expires Oct. 11, 1943
I HEREBY approve the form of the foregoing agreement this 20th day of August, 1942.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 28 1942 40 min. past 12 P.M. in Book 1402 at page 33 of official records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Bridgeford Meat Co.; being Document No. 340332.

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

WHEREAS, San Diego Electric Railway Company is the owner of Lots 1 to 12, inclusive Block 29, of Middletown;

NOW, THEREFORE, this agreement, signed and executed this 5th day of August, by San Diego Electric Railway Company that it will, for and in consideration of the permission granted to remove 167 feet of curbing on Date Street 175 on Cedar Street between Kettner Boulevard and A.T. & S.F. Ry. right-of-way, adjacent to the above described property, bind itself to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

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

SAN DIEGO ELECTRIC RAILWAY COMPANY
S. E. MASON Vice Pres.
211 Union Bldg., San Diego, Calif.

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

On this 5th day of August, A.D. Nineteen Hundred and forty-two, before me, M. M. Widenor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. E. Mason known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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) M. M. WIDENOR
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 24th day of August 1942.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 28 1942 40 min. past 12 P.M. in Book 1387 at page 405 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 Electric Railway Company; being Document No. 340360.
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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Charles H. Benton d.b.s. Benton Roof & Paint Co. is the owner of Lots 11 and 12 Block 53, of Middletown, City of San Diego, Calif.;

NOW, THEREFORE, this agreement, signed and executed this 18 day of August, by Charles H. Benton that I will, for and in consideration of the permission granted to remove 16 feet of curbing on West Ivy between Kettner Boulevard and Santa Fe Right of Way (also 12 feet on Kettner Boulevard bet. Hawthorn & Ivy Streets), 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.

And 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.

CHARLES H. BENTON
2136 Kettner Blvd.

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

On this 21 day of August, A.D. Nineteen Hundred and Forty Two before me, Iva G. Miller, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles H. Benton known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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)

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

I HEREBY approve the form of the foregoing agreement this 24th day of August, 1942.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 28 1942 40 min. past 12 P.M. in Book 1387 at page 404 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 Charles H. Benton; being Document No. 340361.

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

WHEREAS, A. O. Luer is the owner of Lot B Block 65, of in Horton's Addition;

NOW, THEREFORE, this agreement, signed and executed this 20th day of August, by A. O. Luer that he will, for and in consideration of the permission granted to remove 12' 10" of curbing on First Street between E Street and F Street, adjacent to the above described property, bind me to, and heirs hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself, ourselves, my or 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. O. LUER
3026 E. Vernon Ave. Los Angeles, Calif.

STATE OF CALIFORNIA, }
County of Los Angeles } ss

On this 21 day of August, A.D. Nineteen Hundred and Forty Two, before me, L. C. Hageman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. O. Luer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in 3026 E. Vernon Ave., County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL) L. C. HAGEMAN
Notary Public in and for the County of Los Angeles
State of California
My Commission expires May 29, 1945
I HEREBY approve the form of the foregoing agreement this 24th day of August, 1942.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 28 1942 40 min. past 12 P.M. in Book 1387 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.
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. O. Luer; being Document No. 340362.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 26th day of August, 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 J. S. BARRETT, 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 minor items of material and all labor, tools, appliances, necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install a TRUNK SEWER, from University Avenue and 10th Avenue, on 10th Avenue, Canyada Way, 11th Avenue Extension, 11th Avenue, K Street, 16th Street, Commercial Street, 17th Street, Logan Avenue, Sigsbee Street, and Colton Avenue, to the intercepting sewer at Beardsley Street, in The City of San Diego, 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 9th day of May, 1942, marked "Document No. 338444," and endorsed: "Plans and Specifications for Trunk Line Sewer from Univ. Ave. & 10th Ave. via 10th, Canyada Way, 11th Ave. Extension, 11th Ave., K Street, 16th Street, Commercial, 17th, Logan, Sigsbee & Colton to Interceptor Sewer in Beardsley;" true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders, and Proposal are hereunto annexed, and 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, in accordance with 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 in accordance with the bid of said Contractor contained in Document No. 340060, on file in the office of the City Clerk of said City, a copy of which is attached hereto and made a part of this contract, and as is provided in the specifications attached hereto and made a part of this contract.

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 improvements as specified in the specifications and as shown upon the plans, as the same may be interpreted by the City Engineer of said City, subject to the approval of 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	Per hour
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, over 10 cu ft	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, Tegul	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# and under	5.60	0.70
Truck driver, over 15,000#	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.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$8.00 per day of 8 hours.

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 ERNEST J. BOUD
FRED W. SIMPSON
PAUL J. HARTLEY
H. DE GRAFF AUSTIN
HARLEY E. KNOX
A. E. FLOWERS
Members of the Council

ATTEST: FRED W. SICK
City Clerk
(SEAL)

J. S. BARRETT
Contractor

ATTEST: G. F. WEILER
(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 August, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL
Asst. City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That J. S. Barrett, as principal, and Hartford Accident and Indemnity Company, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Three hundred fourteen thousand five hundred dollars (\$314,500.00) (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, the said principal hereby binds himself, his heirs, administrators, executors, suc-

cessors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of August, 1942.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish minor materials, and furnish all labor, tools, appliances, equipment and other expenses necessary or incidental to the construction, completion and installation of a TRUNK SEWER, from University Avenue and 10th Avenue, on 10th Avenue, Canyada Way, 11th Avenue Extension, 11th Avenue, K Street, 16th Street, Commercial Street, 17th Street, Logan Avenue, Sigsbee Street, and Colton Avenue, to the intercepting sewer at Beardsley Street, in The City of San Diego, 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 9th day of May, 1942, and marked "Document No. 338444," and endorsed: "Plans and Specifications for Trunk Line Sewer from Univ. Ave.; & 10th Ave. via 10th, Canyada Way, 11th Ave. Extension, 11th Ave., K Street, 16th Street, Commercial, 17th, Logan, Sigsbee & Colton, to Interceptor Sewer in Beardsley;" true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders and Proposal 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 heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and will truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his 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 principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

J. S. BARRETT

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety
By WALTER R. WHITFORD Attorney-in-Fact (SEAL)

ATTEST: IDA BECK

The rate of premium on this bond is \$15.00 per thousand on the contract price.

Total amount of premium charged, \$4,711.99.

I hereby approve the form of the within Bond this 26th day of August, 1942.

JACOB WEINBERGER, City Attorney

By H. B. DANIEL

Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 26th day of August, 1942.

ERNEST J. BOUD

FRED W. SIMPSON

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

HARLEY 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 14th day of August, in the year 1942, before me, Ida Fuhrmeister a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter R. Whitford, 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 Los Angeles

My Commission expires April 26, 1946

State of California

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That J. S. Barrett, 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 One hundred fifty-seven thousand two hundred fifty dollars (\$157,250.00) (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, 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 14th day of August, 1942.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish minor materials, and furnish all labor, tools, appliances, equipment and other expenses necessary or incidental to the construction, completion and installation of a TRUNK SEWER, from University Avenue and 10th Avenue, on 10th Avenue, Canyada Way, 11th Avenue Extension, 11th Avenue, K Street, 16th Street, Commercial Street, 17th Street, Logan Avenue, Sigsbee Street, and Colton Avenue, to the intercepting sewer at Beardsley Street, in The City of San Diego, 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 9th day of May, 1942, marked "Document No. 338444," and endorsed: "Plans and Specifications for Trunk Line Sewer from Univ. Ave. & 10th Ave. via 10th, Canyada Way, 11th Ave. Extension, 11th Ave., K Street, 16th Street, Commercial, 17th, Logan, Sigsbee & Colton to Interceptor Sewer in Beardsley;" true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders and Proposal 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 fifty-seven thousand two hundred fifty dollars (\$157,250.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of the 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.

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 principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

J. S. BARRETT

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY

Surety (SEAL)

By WALTER R. WHITFORD

Attorney-in-Fact

ATTEST: IDA BECK

The premium charge on this bond is included in premium on Performance Bond.

STATE OF CALIFORNIA,

County of Los Angeles, } ss

On this 14th day of August, in the year 1942, before me, Ida Fuhrmeister, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter R. Whitford, 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)

My Commission expires April 26, 1946

Notary Public in and for the County of Los Angeles,
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 26th day of August, 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 26th day of August 1942.

ERNEST J. BOUD

FRED W. SIMPSON

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

HARLEY E. KNOX

A. E. FLOWERS

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 J. S. Barrett for construction of 11th Avenue Trunk Line Sewer; being Document No. 340386.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That PACIFIC CLAY PRODUCTS, a corporation, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOURTEEN THOUSAND FOUR HUNDRED SEVENTY-EIGHT Dollars (\$14,478.00), 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 Aug., 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:

5969	linear feet	12"	extra strength sewer pipe
8856	"	15"	"
591	"	24"	"
755	"	30"	"
4512	"	39"	"

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: W. S. ALEXANDER (SEAL) UNITED STATES FIDELITY AND GUARANTY COMPANY (SEAL) Principal Surety By D. W. COAKLEY Attorney-in-Fact

ATTEST: I hereby approve the form of the within Bond, this 27th day of August, 1942. JACOB WEINBERGER City Attorney By H. B. DANIEL Asst. City Attorney I hereby approve the foregoing bond this 27th day of August 1942. JOHN A. THORNTON Acting City Manager

STATE OF CALIFORNIA) ss County of Los Angeles }

On this 24th day of August in the year one thousand nine hundred and forty-two, before me, Agnes L. Whyte, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared D. W. Coakley, known to me to be the duly authorized Attorney-in-fact of the United States Fidelity and Guaranty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said D. W. Coakley duly acknowledged to me that he subscribed the name of the United States Fidelity and Guaranty Company thereto as Surety and his own name as Attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written. AGNES L. WHYTE Notary Public in and for Los Angeles County, State of California (SEAL) My Commission expires Feb. 26, 1945

August 25th 1942 ADDENDUM TO CONTRACT

This is with reference to the portion of this contract calling for the 39" pipe with reinforced concrete collars and on which we stipulated in our bid that it would be necessary for us to have sufficient priorities in order to get the necessary reinforcing steel.

Whereas the priority you sent us is not high enough to get this steel at this particular time, we would like to suggest that this contract be in full force and effect with the exception that the Pacific Clay Products be released from the delivery of approximately 2837 feet of this 39" pipe until such time as the City of San Diego can furnish us with the priority to enable us to get the reinforcing steel for this pipe.

The collars for this 2837 feet of 39" pipe will require one ton of reinforcing steel.

We have in stock ready for immediate delivery 1675 feet of this 39" pipe on which we will not require a priority as this material was made up prior to the freezing order.

We are making this addendum a part of the main contract and when properly approved by the City of San Diego it will enable us to start deliveries as required by the engineer and contractor.

Approved by JOHN A. THORNTON Acting City Mgr. Date August 27, 1942 City of San Diego, California PACIFIC CLAY PRODUCTS By A. T. WINTERSGILL Vice-President

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 August, 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 Pacific Clay Products 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:

5969	linear feet	12"	extra strength	sewer pipe
8856	"	15"	"	"
591	"	24"	"	"
755	"	30"	"	"
4512	"	39"	"	"

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 339731.

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

5969	feet	12"	extra strength	sewer pipe	@ \$.71	per foot
8856	"	15"	"	"	@ \$1.195	"
591	"	24"	"	"	@ \$2.87	"
755	"	30"	"	"	@ \$4.78	"
4512	"	39"	"	"	@ \$8.00	"

Said prices do not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within as bid 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:

Fifty-seven Thousand Nine Hundred Eight and 65/100 Dollars (\$57,908.65), 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 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. 77368 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

PACIFIC CLAY PRODUCTS

A. T. WINTERSGILL V.P.

Contractor

ATTEST: W. S. ALEXANDER
(SEAL)

I hereby approve the form and legality of the foregoing contract this 27th day of August, 1942.

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 Pacific Clay Products for sewer pipe; being Document No. 340407.

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, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through the City Manager of said City, first party, and LEWIS W. WALKER, a resident of The City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2456 (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 Exhibits in the Natural History 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 act as taxidermist; to prepare new material coming to the Natural History Museum; and to attend to the continuous requirements of the present extensive exhibits, such as fumigation, cleaning, maintenance of mechanical and electrical features, changes and improvements of installations, carpentry, painting, replacements, labeling, photography, etc.; and 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 Natural History 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, 1942, second party will faithfully perform the services and duties of Curator of Exhibits in the Natural History Museum, as the same are hereinabove described, at the rate of one hundred twenty-five dollars (\$125.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: One hundred twenty-five dollars (\$125.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and 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, 1942, and ending June 30, 1943.

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

LEWIS W. WALKER

Second Party

I hereby approve the form of the foregoing contract this 6th day of July, 1942.

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 of employment with Lewis W. Walker as Curator in Natural History Museum; being Document No. 340423.

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

By Francis T. Patten Deputy

AGREEMENT REGARDING USE OF PROPERTY FOR LIVING QUARTERS

STATE OF CALIFORNIA

} ss

County of San Diego

We, the undersigned affiants, being first duly sworn, depose and say:

That we are the owners of the hereinafter described real property:

Lots Forty Nine (49) and Fifty (50) Block Two Hundred Fifty Seven (257) Subdivision University Heights, located at 2035 University Avenue;

That we desire to convert a portion of the existing store building located on the above described property into three (3) living units;

That we, in consideration of approval granted by the City of San Diego to alter a portion of said building to living quarters with no side yard space on one side, whereas Ordinance No. 8924, as amended, requires a three (3) foot clear and unobstructed space, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the portion of said building converted into living quarters in accordance with Resolution No. 166, dated August 27, 1942, of the Zoning Committee of the City of San Diego will be vacated as such and no longer used as living quarters at such time as hostilities in the present war cease;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

HAROLD von BRIESEN

ALICE von BRIESEN

Subscribed and sworn to before me this 31st day of August 1942.

SYBIL I. CORBETT

(SEAL)

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

My Commission expires March 1, 1944

RECORDED SEP 10 1942 20 min. past 9 A.M. in Book 1401 at page 228 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. OSGOOD

Copyist 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 Harold and Alice von Briesen re use of property for living quarters; being Document No. 340461.

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 17th day of August, 1942, 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 25, 1918, for taxes due for the year 1917, Certificate No. 17592, and said lands were deeded to the State of California August 9, 1923, by Deed No. 884; 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 City of San Diego, County of San Diego, State of California, to-wit:

A ten (10) acre tract of land in the southeast corner of Pueblo Lot No. 1362 of the Pueblo of San Diego described as follows:

Beginning at the southwest corner of Pueblo Lot 1362; thence Northerly along the Westerly line of said Pueblo Lot a distance of nine hundred seventy-five (975) feet; thence Easterly along a line at right angles to said Westerly line of Pueblo Lot 1362 a distance of four hundred forty-six and seven-tenths (446.7) feet; thence Southerly along a line parallel to the Westerly line of Pueblo Lot 1362, a distance of nine hundred seventy-five (975) feet to a point on the line common to Pueblo Lots 1362 and 1361; thence Westerly along this line common to Pueblo Lots 1362 and 1361 a distance of four hundred forty-six and seven-tenths (446.7) feet to a point of beginning which is the Southwest corner of Pueblo Lot 1362.

Otherwise described as a certain ten (10) acre tract of land in the Southwest corner of Pueblo Lot 1362 known as the "Cassidy Tract," as shown on Map No. 483, titled, "Map of Sorrento Lands and Townsite," San Diego County, California, filed February 9, 1888;

the consideration for such purchase to be the sum of Twenty-five Dollars (\$25.00). 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 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 Twenty-five Dollars (\$25.00) 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 17th day of August, 1942, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this instrument to be executed by its City Manager, pursuant to a resolution adopted on the 25th day of Nov., 1941, authorizing such execution, the day and year first hereinabove written.

ATTEST: J. B. MC LEES, County Clerk
and Ex-officio Clerk of the Board
of Supervisors
By L. O'KENNEDY
Deputy

BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO,
STATE OF CALIFORNIA (SEAL)
By WALTER BELLON
Chairman

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

I hereby approve the form of the foregoing Option Agreement this August 12th, 1942.
JACOB WEINBERGER, City Attorney

By H. B. DANIEL Assistant City Attorney

I hereby approve the form of the foregoing Option Agreement this 12 day of August, 1942.

THOS. WHELAN District Attorney
By ED KENDALL,
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 28th, 1942

HARRY B. RILEY, Controller of the State of California
By BERT FOSTER
Deputy (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase tax deeded land in Pueblo Lot 1362; being Document No. 340466.

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

By Francis T. Stoen Deputy

OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 17th day of August, 1942, 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 30, 1930, for taxes due for the year 1929, Certificate No. 58722, and said lands were deeded to the State of California August 1, 1935, by Deed No. 1731; 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 City of San Diego, County of San Diego, State of California, to-wit: Lot 47, Block 4, Resubdivision of Blocks 1 to 12 of Fairmount Addition; the consideration for such purchase to be the sum of Twenty Dollars (\$20.00). 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 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 Twenty Dollars (\$20.00), 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 17th day of August, 1942, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this instrument to be executed by its City Manager, pursuant to a resolution adopted on the 9th day of December, 1941, authorizing such execution, the day and year first hereinabove written.

ATTEST: J. B. MC LEES, County Clerk and ex-officio
Clerk of the Board of Supervisors.
(SEAL) By L. O'KENNEDY
Deputy

BOARD OF SUPERVISORS OF THE COUNTY
OF SAN DIEGO, STATE OF CALIFORNIA
By WALTER BELLON
Chairman

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

I hereby approve the form of the foregoing Option Agreement this 12th day of August, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL
Assistant City Attorney

I hereby approve the form of the foregoing Option Agreement this 12 day of August, 1942.

THOS. WHELAN District Attorney
By E. I. KENDALL
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 28th, 1942

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 tax deeded lands in Fairmount Addition; being Document No. 340467.

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

By Francis T. Statten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 7th day of September, 1942 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. 2456 (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 September 7, 1942, 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 Seventy-Five and No/100 Dollars (\$175.00) 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 Seventy-Five and No/100 Dollars (\$175.00) 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 September 7, 1942 and ending June 30, 1943.

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 1st day of Sept., 1942.

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 Malcolm F. Farmer as Curator Archaeology San Diego Museum; being Document No. 340478.

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

By Francis T. Statten Deputy

CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into, in duplicate, this 2nd day of September, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by and through its Park Director, party of the first part, and MRS LUCILLE CAHILL, party of the second part, WITNESSETH:

For and in consideration of the covenants and conditions hereinafter set forth, the parties hereto agree as follows:

The party of the first part hereby agrees as of the 2nd day of September, 1942, to permit the party of the second part to establish, maintain and conduct a miniature auto

ride upon the lands or area in Balboa Park described as follows, to-wit:

A plot of ground approximately 30 feet x 60 feet immediately southeasterly from the merry-go-round, and adjacent to the westerly line of the right of way of the San Diego Electric Railway Company, in Balboa Park, in the City of San Diego, California.

That said party of the second part for and in consideration of the permit to her issued by the party of the first part hereby agrees and covenants as follows, to-wit:

The party of the second part will pay to the party of the first part, as rental for the privilege and concession hereby granted, ten per cent (10%) of the gross receipts or revenue derived from the operation of said miniature auto ride, based upon settlements submitted to the Park Director at his office on the forenoon of the first day of each month, or, in the event the first day of the month falls upon a holiday, then settlement shall be made with the Park Director at his office on the forenoon of the following business day following the first day of the month.

The party of the second part will cause a serially numbered ticket to be issued for each person paying to patronize the aforesaid miniature auto ride, and the said party of the second part will keep all cancelled tickets so that the same may be inspected by a representative of the party of the first part, and the said second party will keep true records and accounts of the receipts therefrom in books especially kept for the purpose, which accounts and books shall be open for inspection by any authorized representative of The City of San Diego at all times.

That the party of the second part will, during the continuance of this agreement, carry accident and liability insurance in the sum of not less than Ten Thousand Dollars (\$10,000.00) for one person or Twenty Thousand Dollars (\$20,000.00) for two or more persons, insuring The City of San Diego and said party of the second part against any loss or damage because of any accident occurring from the operation or maintenance of said device.

The party of the second part agrees that she will at all times conduct said business in such manner and will at all times maintain the said premises and device in such attractive and sanitary condition and in such state of cleanliness as shall meet with the approval of the Director and will, upon notice in writing from the Park Director, make any reasonable alterations, changes or improvements in the method of conduct of such business as will meet the requirements of said Park Director; and said second party shall comply with such request within thirty (30) days from and after the receipt of said notice; and upon his failure to so comply with the requirements of said Park Director said second party shall forfeit all of her right, title, interest or equity in and to the plot of ground above described.

Said second party agrees that she will not sublet, sell or otherwise dispose of the grant herein made to her, nor any part thereof, without the consent of the Park Director having first been obtained in writing.

Said second party agrees that she will employ only such help as shall be first class in every respect, and that she will on notice from the Park Director immediately discharge any employee who shall be unsatisfactory to the Park Director for any cause whatsoever.

It is agreed that The City of San Diego does not in any way undertake to imply or guarantee the success, financially or otherwise, of the venture herein described; and it is mutually agreed that the party of the second part assumes the entire risk attendant upon the success or failure of the enterprise above designated, and that the party of the second part will at all times during the use of said plot save the City of San Diego harmless from any loss of any nature whatsoever.

The party of the second part will not permit or suffer any rubbish or inflammable material to remain in, upon or about said premises, and no game of chance, gambling or sale of intoxicating liquors upon or about the premises above described, and the agent or agents of said Park Director shall at all times be permitted free access to said premises and buildings thereon for the purpose of inspecting same and for the preservation of order thereon.

The Party of the second part will promptly pay and discharge all taxes and/or assessments of every nature which may be levied against said amusement device and buildings erected therefor during the continuance of this agreement.

If through fire, earthquake, riot, act of God, or cause not within the control of the party of the second part it shall be impossible to operate said device, then said second party may at her option terminate this agreement by notifying said Park Director, in writing.

At and upon the expiration or termination of this agreement the party of the second part shall, within sixty (60) days after such expiration or termination, completely remove said device and buildings from the above described premises.

The party of the first part, during the term of this agreement, will not grant to any person other than the party of the second part the right to install or operate another such amusement device in Balboa Park within a radius of one-half mile of the location described in this agreement.

If the party of the second part shall fail to conduct and carry on said amusement device, or to operate same as herein provided, or otherwise fail to carry out, complete and perform each and all the terms, conditions or covenants agreed to be kept and performed by said second party, then the party of the first part reserves the right to immediately terminate this agreement by notifying the second party, in writing; otherwise, this agreement shall run from year to year at the will of the Park Director or other constituted authority having jurisdiction in the matter.

IN WITNESS WHEREOF, this agreement is executed by THE CITY OF SAN DIEGO, acting by and through its Park Director, under and pursuant to Resolution No. 77411 of the Council, authorizing such execution, and the said party of the second part has hereunto subscribed her name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By W. ALLEN PERRY

Park Director

LUCILLE CAHILL
Party of the Second Part

I HEREBY APPROVE the form of the foregoing Concession Agreement this 26 day of August, 1942.

JACOB WEINBERGER, City Attorney,
By EDWARD H. LAW
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of concession agreement with Mrs. Lucille Cahill for miniature auto ride in Balboa Park; being Document No. 340488.

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

By Francis T. Allen Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into in the City of San Diego, County of San Diego, State of California, this first day of July, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes designated as the "City", acting by and through the City Manager of said City, first party; and WAYNE W. DAILARD, WARREN B. WORCESTER and E. A. WAKELIN, of the City of San Diego, State of California, hereinafter sometimes designated as the second parties; WITNESSETH:

THAT WHEREAS, second parties are desirous of leasing from the City for an automobile parking lot, the area in the immediate vicinity of the Mission Beach Amusement Center; and

WHEREAS, the said City is willing, upon the terms and conditions hereinafter recited, to lease said premises for said purposes,

NOW THEREFORE, for and in consideration of the premises and of the payment of One Hundred and No/100 Dollars (\$100.00) per month, payable in advance upon the first day of each and every month during the term hereof, the City does hereby lease to second parties for a term of three (3) months, beginning on the first day of July, 1942, and ending on the 30th day of September, 1942, the area in the immediate vicinity of the Mission Beach Amusement Center in the City of San Diego, as shown and delineated as "Area A" on drawing No. 2621-B, attached hereto and by reference made a part of this lease;

Second parties agree that said premises shall be used only as an automobile parking lot for the general public and that the charge to said public shall not exceed Fifteen Cents (\$0.15) for each automobile;

Second parties further agree that they will at all times during the term hereof, keep said automobile parking lot in a clean condition and conduct the same in a manner satisfactory to the City Manager of said City, and in accordance with all ordinances and regulations of the City of San Diego.

Second parties further covenant and agree that they 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 them in and about said premises and will furnish the City with a certificate of the insurance company issuing said policy.

Second parties further agree to save the City harmless from any and all claims by third parties by reason of, and/or arising out of the use of the leased premises herein; and will furnish an indemnifying bond, subject to the approval of the City in the sum of One Thousand Dollars (\$1,000.00), conditioned upon the faithful performance of the obligation set forth in this paragraph.

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. 77192, and second parties have hereunto subscribed their names, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

First Party;

By WALTER W. COOPER
City Manager

WAYNE W. DAILARD
WARREN B. WORCESTER
E. A. WAKELIN

Second Parties

I hereby approve the form and legality of the foregoing agreement.

JACOB WEINBERGER City Attorney
By JAMES M. BRECKENRIDGE

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Wayne W. Dailard et al covering parking lot at Mission Beach; being Document No. 340501.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

THIS AGREEMENT is made and executed this 11th day of August, 1942, by and between the CITY OF SAN DIEGO, San Diego County, California, hereinafter referred to as "City", and the STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, hereinafter referred to as "Department".

Recitals

1. Under the provisions of Section 6 of the "Defense Highway Act of 1941", enacted by Congress and approved by the President on November 19, 1941, the Secretary of the Navy has certified that construction of an access road, to wit: Harbor Drive between 8th Street in National City and Civic Center in San Diego, California, designated by Public Roads Administration as Project DA NR-8, San Diego Naval Access Feeder, said road being approximately 5.6 miles in length, is important to national defense, and that said road is eligible for allocation of funds under said "Defense Highway Act of 1941".

2. It is anticipated that Federal funds will be made available to the Department for the construction of said road and acquisition of a portion of the necessary rights of way.

3. The Department has been designated as the agency to construct said road with Federal funds and to acquire a portion of the necessary rights of way.

4. As said access road is not part of the State Highway system, State Highway funds are not available for its maintenance, and, to secure Federal funds for construction of said road, it is necessary to provide by agreement for the maintenance thereof as a public road after its construction.

THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties agree as follows:

(a) The Department will use its best efforts to obtain Federal funds for construction of said road and acquisition of necessary rights of way not owned by the City and, if such funds are made available, the Department will do the work of constructing said road and acquiring said rights of way without expense to the City.

(b) The City agrees to provide necessary rights of way over all city-owned property, and guarantees to the Department the right of entry upon such lands as and when required for construction purposes.

(c) The City agrees that after completion of said project, and upon notice of such completion, provided the Department conveys to the City all title to rights of way for the portion of this project within the city, other than those then owned by the City, it will maintain the portion of said road within the city at its own expense and in a manner satisfactory to the authorized agents of the United States, and further agrees that in the event the City fails to so maintain said road, the Department may maintain it pursuant to the provisions of Section 823.5 of the Streets and Highways Code.

CITY OF SAN DIEGO, County of San Diego
State of California
By WALTER W. COOPER
City Manager

STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
APPROVED: G. T. MC COY
Asst. State Highway Engineer
FRANK W. CLARK
Director of Public Works
By MORGAN KEATON
Deputy Director of Public Works
Approved as to form and procedure:
ROBERT E. REED
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
agreement covering maintenance of Harbor Drive between National City and Civic Center; being
Document No. 340502.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Brown Deputy

AGREEMENT REGARDING USE OF PROPERTY FOR LIVING QUARTERS
STATE OF CALIFORNIA }
County of San Diego } ss
I, the undersigned affiant, being first duly sworn, depose and say:
That I am the owner of the hereinafter described real property: Lot Five (5)
Block One Hundred Seven (107) Subdivision Central Park Addition, located at 3117 Imperial
Avenue, San Diego, California;
That I desire to convert the rear portion of the store building on said property
into living quarters with no sideyard space on one side;
That I, in consideration of approval granted by the City of San Diego to convert
a portion of said store building into living quarters with no side yard space on one side,
whereas Ordinance No. 8924, as amended, requires a clear and unobstructed side yard space
of three (3) feet do hereby covenant and agree to and with said City of San Diego, a
Municipal Corporation, that in accordance with Resolution No. 174, dated September 3, 1942,
of the Zoning Committee of the City of San Diego, California, the portion of said store
building converted into living quarters will be vacated and no longer used as such when
said Resolution No. 174 expires at such time as hostilities cease in the present war;
That this agreement shall run with the land and be part of a general plan for
the protection and benefit of all parties concerned, and that if the property should here-
after be conveyed to any other person, firm or corporation that the instrument by means of
which title or any interest in or to said real property, or any parcel thereof, is conveyed
will contain a restriction limiting the use of the part or parcel so conveyed, or in the
event of the conveyance of the whole of said property hereinbefore described, then to use
the whole of said property in keeping with this agreement.
JAMES E. BROWN
Subscribed and sworn to before me this 3rd day of September 1942.
CLARK M. FOOTE JR.
(SEAL) Notary Public in and for the County of San Diego,
My Commission expires March 20, 1943 State of California
RECORDED SEP 10 1942 20 min. past 9 A.M. in Book 1397 at page 275 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.
M. L. PAIGE
Copyist 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 E. Brown regarding use of property for living quarters; being Document
No. 340503.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Brown Deputy

DECLARATION OF RESTRICTIONS AFFIDAVIT AND AGREEMENT
REGARDING CONSTRUCTION OF TEMPORARY BUILDINGS.
STATE OF CALIFORNIA }
County of San Diego } ss
I, the undersigned affiant, being first duly sworn, depose and say:
That I am the owner of the hereinafter described real property: Lots 7, 8 and 11
Block 29 Subdivision Roseville, located at the foot of Dickens Street.
That I desire to erect two temporary buildings on this property to be used in con-
nection with the building of boats now conducted on said property;
That I, in consideration of permission granted by the Zoning Committee of the City
of San Diego to construct two temporary buildings on the above described property, do hereby
provis, covenant and agree to and with said City of San Diego, a Municipal Corporation,
that the two temporary buildings constructed in pursuance of Resolutions No. 155 and 178
as adopted by the Zoning Committee will be removed at such time as hostilities cease in the
present war and with no cost or obligation on the part of the City of San Diego.
That this covenant shall run with the land and be part of a general plan for the
protection and benefit of each and every one and that if I should hereafter convey said real
property to any other person, firm or corporation that the instrument by means of which
title or any interest in or to said real property, or any parcel thereof, is conveyed will
contain a restriction limiting the use of the part or parcel so conveyed, or in the event
of the conveyance of the whole of said property hereinbefore described, then to use the
whole of said property in keeping with this agreement.
Dated this 20th day of August, 1942.
GEORGE W. KETTENBURG
Subscribed and sworn to before me this 20th day of Aug., 1942.
T. H. FAULEONER
(SEAL) Notary Public in and for the County of San Diego,
My Commission expires February 27, 1946 State of California

RECORDED SEP 10 1942 20 min. past 9 A.M. in Book 1401 at page 230 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. OSGOOD

Copyist 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 George W. Kettenburg reconstruction of temporary buildings in Roseville; being Document No. 340514.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Satten Deputy

THIS AGREEMENT entered into as of the 27 day of August, 1942, by and between PALO VERDE IRRIGATION DISTRICT, IMPERIAL IRRIGATION DISTRICT, COACHELLA VALLEY COUNTY WATER DISTRICT, THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA, DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES, AND CITY OF SAN DIEGO, all hereinafter referred to as the "agencies", WITNESSETH:

WHEREAS the State of California, by act of its Legislature, approved July 1, 1937 (Cal. Statutes, 1937, p. 2350) created the Colorado River Board of California, for the purpose of protecting the rights and advancing the interests of the State of California, its agencies and citizens, in respect to the waters of the Colorado River system, and the use thereof; and

WHEREAS the parties hereto are the agencies of the State of California primarily interested in the use of the waters of said river system, and in recognition of that fact the said act of the Legislature confers upon them the right of nomination of members of said board; and

WHEREAS said board is now acting under the power and authority conferred upon it by said Act of the Legislature, in cooperation with said agencies, but, by reason of the fact that sufficient funds are not available, is unable to carry on necessary activities desired by and in the interest of said agencies; and

WHEREAS, in order that the work of safeguarding their rights and promoting their interests in and to the waters of the Colorado River may be effectively carried on, it is necessary that the said agencies make available funds for that purpose;

NOW, THEREFORE, it is agreed by and between the agencies as follows:

1. That the agencies shall deposit with J. M. LUNEY, (who is controller of the Metropolitan Water District of Southern California one of the agencies above named), as Trustee, or, if he declines to act, such other trustee as may be selected by the executive committee hereinafter named, the sums of money in this paragraph set opposite their names, as follows, to-wit:

Palo Verde Irrigation District	\$ 500
Imperial Irrigation District	2,500
Coachella Valley County Water District	1,000
The Metropolitan Water District of Southern California	2,500
Department of Water and Power of The City of Los Angeles	2,500
City of San Diego	1,000

2. That said moneys shall be deposited by said trustee in one or more banks in Los Angeles, California, and shall be disbursed by him in furtherance of the work of said Colorado River Board of California, pursuant to instructions to be given him by M. G. DOWD, C. C. ELDER and S. B. ROBINSON, who are hereby constituted an executive committee to direct, on behalf of the parties hereto, activities under this agreement.

3. That said executive committee is authorized, only after all of the funds have been deposited with the said trustee as provided above, to instruct the said trustee to disburse the moneys from the fund for the purposes which in the opinion of the executive committee will tend to secure the rights of these parties in and to the waters of the Colorado River.

4. That if the total fund as above set forth be not contributed as herein provided within forty-five (45) days from date hereof, then the trustee shall in that event return to such of the parties hereto as have contributed to the fund their respective contributions.

5. That any balance of the said fund which in the judgment of the said executive committee shall not be required for the purposes herein specified shall be refunded to the parties hereto in proportion to the amount deposited by them.

6. That the parties hereto may from time to time upon due authorization of their respective board make further payments to said trustee for the same purpose, which if and when received by the said trustee from all of the said agencies in the same proportion as the original contributions as herein provided for, shall be subject to all of the provisions of this agreement applicable to such original contributions.

7. That a duly executed counter-part of this agreement shall be deposited with the trustee, and shall constitute the basis of the trust to be administered by him.

IN WITNESS WHEREOF, this agreement is executed by the parties hereto, by their respective officers thereunto duly authorized.

ATTEST: PETER GEISEL

Asst Secretary

ATTEST: W. W. GOODSON

Secretary

ATTEST: LUCILLE K. DU VALL

Secretary

ATTEST: A. L. GRAM

Executive Secretary

ATTEST: JOSEPH L. WILLIAMS

Secretary

ATTEST: FRED W. SICK

City Clerk

PALO VERDE IRRIGATION DISTRICT

By R. W. BRANT President (SEAL)

IMPERIAL IRRIGATION DISTRICT

By EVAN T. HEWES President (SEAL)

COACHELLA VALLEY COUNTY WATER DISTRICT

By LEE H. BUCK Vice President (SEAL)

THE METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By JULIAN HINKEL General Manager and

Chief Engineer (SEAL)

DEPARTMENT OF WATER AND POWER OF THE CITY OF LOS ANGELES

By its Board of Water and Power Commissioners

By R. A. HEFFNER President (SEAL)

CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager (SEAL)

Authorized by Res. 177 AUG 18 1942

APPROVED AS TO FORM AND LEGALITY this 27th day of August, 1942.

RAY L. CHESEBRO City Attorney

By JOHN H. MATHEWS, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement between water districts and City of San Diego re Colorado River waters; being Document No. 340568.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Satten Deputy

A G R E E M E N T

WHEREAS, V. Randolph Shelley is the owner of Lot 768 Unit #3 Talmadge 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 27 day of August, by V. Randolph Shelley that he will, for and in consideration of the permission granted him to remove 14 feet of curbing on Norma Drive adjacent to the above described property, binds himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

V. RANDOLPH SHELLEY
3548 Granada Ave.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 27 day of August, A.D. Nineteen Hundred and forty two, before me W.W. Culver a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared V. Randolph Shelley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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. W. CULVER

(SEAL) Notary Public in and for the County of San Diego,
My commission expires Oct 2, 1944. State of California

I hereby approve the form of the foregoing agreement this 10th day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED SEP 15 1942 20 min. past 9 A.M. in Book 1393 at page 262 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. 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 V. Randolph Shelley; being Document No. 340572.

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, The Dennstedt Co. is the owner of Lot 4 Pantages 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 3 day of Sept. 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 2144 Capistrano St. adjacent to the above described property, binding 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 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.
K. L. DENNSTEDT Secy.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 4th day of September, A.D. Nineteen Hundred and Forty two, 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 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

I hereby approve the form of the foregoing agreement this 10th day of September 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED SEP 15 1942 20 min. past 9 A.M. in Book 1394 at page 321 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. 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 The Dennstedt Co.; being Document No. 340573.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Prosen Deputy

A G R E E M E N T

WHEREAS, The Dennstedt Co. is the owner of Lot 28 Pantages 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 3 day of Sept 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 3624 Voltaire Street adjacent to the above described property, binding 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 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.

K. L. DENNSTEDT Secy.

STATE OF CALIFORNIA

County of San Diego

} ss

On this 4th day of September, A.D. Nineteen Hundred and Forty-two, 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 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.

MARIE D. SPARKS

(SEAL)

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

My Commission expires Nov. 10, 1943

I hereby approve the form of the foregoing agreement this 10th day of September, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED SEP 15 1942 20 min. past 9 A.M. in Book 1401 at page 314 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. OSGOOD

Copyist County 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. 340574.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Prosen Deputy

A G R E E M E N T

WHEREAS, The Dennstedt Co. is the owner of West Port Lot 15 Pantages Terrace and, Ordinance's of the

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 Sept. 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 3614 Udall St. adjacent to the above described property, binding 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 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.

K. L. DENNSTEDT,

Secy.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 4th day of September, A.D. Nineteen Hundred and Forty-two, 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 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.

I HEREBY APPROVE the form of the foregoing agreement this 10th day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 15, 1942 20 Min. past 9 A.M. In Book 1401 At Page 313 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

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

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

Copyist County 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. 340575.

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, The Dennstedt Co. is the Owner of Lot 27 Pantages 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 3 day of Sept., 1942, by The Dennstedt Co that they will, for and in consideration of the permission granted them to remove 16 feet of curbing on 3628 Voltaire St., adjacent to the above described property, binding 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 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.

K.L.DENNSTEDT, Secy.

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

On this 4th day of September, A.D. Nineteen Hundred and Forty-two 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 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.

I HEREBY APPROVE the form of the foregoing agreement this 10th day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 15 1942 20 Min. past 9 A.M. in Book 1401 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.
V. OSGOOD

Copyist County 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. to City of San Diego, being Document No. 340576.

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, The Dennstedt Co. is The Owner of Lot 26 Pantages 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 3 day of Sept. 1942, by The Dennstedt Co. that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on 3632 Voltaire St. adjacent to the above described property, binding The Dennstedt Co. to, and they hereby by these presents agree to, remove any drive 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.

K.L.DENNSTEDT, Secy.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)^{ss}

On this 4th day of September, A.D. Nineteen Hundred and Forty-two 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 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,
November 10, 1943.

I HEREBY APPROVE the form of the foregoing agreement, this 10th day of September, 1942.

JACOB WEINBERGER, City Attorney

By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 15 1942 20 Min. past 9 A.M. in Book 1401 At Page 312 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

Copyist County 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 to the City of San Diego; being Document No. 340577.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Patton Deputy.

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of September, 1942, 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 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, more particularly described as follows, to-wit:

Beginning at a point on the U.S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 540.28 feet northwesterly from U.S. Bulkhead Station No. 183; thence north 40° 53' 05" east, a distance of 984.92 feet to the true point or place of beginning; thence continuing north 40° 53' 05" east a distance of 39.61 feet to a point; thence south 66° 42' 33" east a distance of 14.04 feet, more or less, to a point of intersection with the southwesterly boundary line of that tideland area leased to The Atchison, Topeka and Santa Fe Railway Company on November 12, 1919, said lease bearing Document No. 127750, on file in the office of the City Clerk of The City of San Diego, said boundary line being a curve concave to the southwest, having a radius of 2814.93 feet, the center of which bears south 40° 51' 33" west from said point of intersection; thence southeasterly along the said southwesterly boundary line an arc distance of 275.13 feet to a point; thence north 58° 13' 30" west, a distance of 145.12 feet, more or less, to an intersection with the northeasterly boundary line of that strip of tidelands described as Parcel No. 2, and dedicated by the Harbor Commission of The City of San Diego to the public use as and for a public street by Resolution No. 227; thence north 52° 06' 33" west along the northeasterly boundary of said strip of tidelands, a distance of 145.0 feet, more or less, to the true point or place of beginning, containing 8124 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.

In addition to and in connection with the premises hereby leased, there is included the right of the lessee to operate, maintain, repair, replace and use the eight-inch and twenty-four inch pipelines, as shown upon said plat, extending from the leased premises to the bulkhead line; including, also, the right to occupy, use and operate the pump house, as shown upon said plat, located at the bulkhead line at the southwesterly extremity of said eight-inch pipeline.

TO HAVE AND TO HOLD the said premises, and each and every parcel thereof, unto the lessee, for a term commencing on the 1st day of September, 1942, and terminating on the 31st day of August, 1957, 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 ten (10) years of said term, three cents (3¢) 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.

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 premises hereinabove described shall be used only and exclusively for the construction, operation and maintenance thereon of settling pits and equipment necessary and convenient in and about the operation of the Company's public utility business.

(2) All structures and improvements to be erected upon the demised lands 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.

(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. VANDEMAN

EMIL KLICKA

Wm. E. HARPER

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

SAN DIEGO GAS & ELECTRIC COMPANY, Lessee.

By H. R. PECKHAM, Vice Pres.

(SEAL) ATTEST:

J. A. CANNON, Secretary.

I hereby approve the form of the foregoing Lease, this 10th day of Sept., 1942.

JACOB WEINBERGER, City Attorney

By H.B. DANIEL, Assistant City Attorney.

Approved as to form:

Sept. 8, '42

LUCE, FORWARD, LEE & KUNZEL

By ALBERT J. LEE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease with San Diego Gas & Electric Company. Being Document No. 340592.

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

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, a corporation, as Principal and MARYLANC 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 SIXTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$16,250.00), 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, 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 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, 1942, and ending August 15, 1943, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL) ATTEST: W. W. DAVIS
DALEY CORPORATION
G.R.DALEY, Principal
MARYLAND CASUALTY COMPANY, Surety
By F. F. EDELEN, Its Attorney-in-Fact.

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

On this 25th day of August, 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 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 10th day of September, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I hereby approve the foregoing bond this 10th day of September, 1942.
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 25th day of August, 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 DALEY 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: 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, 1942 and ending August 15, 1943; all in accordance with the specifications therefor contained in Document No. 339608, 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 corner of Mission Valley Road and Ward Road, 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;	Bid Price	Plus Cal. St. Tax	Total	Less 5% Discount
Under 100 tons, per ton	\$3.70	\$0.111	\$3.811	\$3.620
100 to 200 tons, per ton	\$2.80	\$0.084	\$2.884	\$2.74
Over 200 tons, per ton	\$2.70	\$0.081	\$2.78	\$2.642
Asphaltic wearing surface, San Diego Type, and/or Sheet asphalt wearing surface;				
Under 100 tons, per ton	\$4.55	\$0.1365	\$4.6865	\$4.452
Over 100 tons, per ton	\$3.75	\$0.1125	\$3.8625	\$3.669
Plant mixed surfacing;				
Under 100 tons, per ton	\$3.00	\$0.09	\$3.09	\$2.936
100 to 200 tons, per ton	\$2.90	\$0.87	\$2.987	\$2.837
Over 200 tons, per ton	\$2.65	\$0.0795	\$2.7295	\$2.593

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, per ton \$3.62
 100 to 200 tons, per ton \$2.74
 Over 200 tons, per ton \$2.642

For asphaltic wearing surface, San Diego Type,
 and/or Sheet asphalt wearing surface:

Under 100 tons, per ton \$4.452
 Over 100 tons, per ton \$3.669

For plant mixed surfacing:

Under 100 tons, per ton \$2.936
 100 to 200 tons, per ton \$2.837
 Over 200 tons, per ton \$2.593.

The City's minimum requirements for the three types of asphalt patching materials will be approximately 25,000 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. 77381 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, Contractor

(SEAL) ATTEST:
 W. W. DAVIS

I HEREBY APPROVE the form of the foregoing Contract this 10th day of September, 1942.

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 material. Being Document No. 340607.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fawcett Deputy.

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 8th day of September, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Margaret Shreve, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2456 (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 September 8, 1942, 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 Thirty-Three and 75/100 Dollars (\$133.75) 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-Three and 75/100 Dollars (\$133.75) 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, 1943.

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

MARGARET SHREVE, Second Party

I hereby approve the form of the foregoing contract this 14th day of Sept., 1942.

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 of employment with Margaret Shreve as Archaeologist at San Diego Museum. Being Document No. 340629.

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

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
Contract for Contribution by the City of San Diego toward the installation of a Storm Water Drainage System along Rosecrans Street in the City of San Diego.

1. This contract made this first day of September, 1942, 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, with the approval of its City Council, WITNESSETH:

Explanatory Recitals

2. WHEREAS, the State, as agent for the Federal Government, has made certain plans and surveys for a military Access Road improvement known as San Diego Feeder, Rosecrans Street, such improvement being located generally along the existing right of way for Rosecrans Street in the City of San Diego, between Lytton Street and Pacific Highway; and

3. WHEREAS, the area through which said proposed roadway is located is subject to inundation from accumulated storm waters, for which existing disposal channels are inadequate, and for which adequate drainage facilities must be provided; and,

4. WHEREAS, the State has prepared revised plans for constructing, as a part of the access road project herein mentioned, a drainage system extending from Midway Drive Easterly to Pacific Highway, consisting in general of 812 lineal feet of 30" diameter pipe, 1984 lineal feet of 36" diameter pipe, and 168 lineal feet of 42" diameter pipe, with necessary appurtenant facilities, such plan having been reviewed and approved by the City; and

5. WHEREAS, the City of San Diego will benefit materially by the construction of said drainage system, the cost of which will be in excess of the available City Funds previously budgeted for the purpose; and

6. WHEREAS, the City has approved the plans for the road improvement, including the drainage provisions, and the City Manager has recommended a contribution by the City in the amount of Thirty Thousand (\$30,000.00) Dollars, for the purpose of assisting in defraying the cost of the said drainage system,

7. WHEREAS, the Department of Public Works of the State of California, has recommended and does hereby recommend that the City of San Diego contribute money toward the construction of said drainage system.

8. NOW, THEREFORE, in consideration of the foregoing, it is agreed between the parties hereto as follows:

9. City agrees that it will contribute to State, toward the cost of said drainage system, the sum of Thirty Thousand (\$30,000.00) Dollars. Said sum shall be paid by the City to the Treasurer of the State of California to the credit of the State Highway Fund on or before the first day of September, 1942.

City agrees to furnish necessary right of way and right to connect to existing drainage sump at Pacific Highway.

10. State agrees that it will undertake and carry to completion the construction of said drainage system without further expense to City, it being understood, however, that the obligation of the State is dependent upon the construction of the road project hereinbefore mentioned, and that in the event said road project is not constructed, said sum of Thirty Thousand (\$30,000.00) Dollars will be returned to the City.

STATE OF CALIFORNIA
Department of Public Works
FRANK W. CLARK,
Director of Public Works
by MORGAN KISTON, Deputy Director

(SEAL)
APPROVED: G.T. McCOY
Approved as to Form: ROBERT E. REED, Attorney

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

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

Approved as to form and Procedure
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 State Division of Highways for construction of storm drain. Being Document No. 340664.

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

By Francis T. Patten Deputy.

AGREEMENT RELATING TO A LEASE OF
CERTAIN TIDELANDS BETWEEN THE CITY
OF SAN DIEGO AND RYAN AERONAUTICAL
COMPANY.

THIS AGREEMENT, made and entered into this 3d day of September, 1942, 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, first party, hereinafter called the "City," and RYAN AERONAUTICAL COMPANY, a private corporation organized and existing under and by virtue of the laws of the State of California, second party, hereinafter called the "Company," WITNESSETH:

R E C I T A L S

A. Under date of April 7, 1939, the City, as lessor, entered into a lease of certain tidelands with the Company, as lessee, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 313100, and recorded in Book 11, page 3, et seq., Records of said City Clerk.

B. Said lease, in addition to the area of tidelands therein leased to the Company provided that the Company might, under certain terms and conditions, exercise an option to have additional areas of tidelands added to the area originally leased, such additional area being described in said lease as Parcels 1, 2 and 3. The Company has heretofore exercised its option to take all three of said parcels, and the same have been added to and now form a part of the leased premises.

C. The Company desires at this time to have the City reserve for the future use and expansion requirements of the Company an additional area of tidelands comprising a total of approximately eighteen (18) acres contiguous to the Company's present leased premises, with the right of the Company to have all or a portion of such additional area added to its present leased premises.

D. The City is willing, under certain terms and conditions hereinafter recited, to make available to the Company all or a portion of said eighteen acres hereinafter particularly described.

NOW, THEREFORE, in consideration of the foregoing recitals and of the matters and things hereinafter set forth, it is mutually agreed between the parties hereto as follows:

(1) The City does hereby set aside and reserve, upon the terms and conditions hereinafter expressed, the following described area of tidelands, containing approximately eighteen (18) acres, and particularly described as follows:

PARCEL A.

Beginning at Government Station No. 465 on the U.S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego; thence north 39° 58' 58" west a distance of 1261.74 feet to the true point or place of beginning, said true point being the intersection of the northeasterly line of that 200 foot strip of tidelands called Parcel No. 3, and dedicated to the public use as and for a public street by Resolution No. 227, proceedings of the Harbor Commission of The City of San Diego, State of California, with the southwesterly prolongation of the northwesterly line of that tideland option area called Parcel No. 3, and described in the lease with the Ryan Aeronautical Company, as lessee, bearing date April 7, 1939; thence northwesterly following along the northeasterly line of said 200 foot strip of tidelands a distance of 155.76 feet to a point; thence north 22° 18' 46" east a distance of 911.64 feet; thence at right angles south 67° 41' 14" east a distance of 147.48 feet to a point, said point being the most northerly corner of said tideland option area called Parcel No. 3; thence southwesterly along the northwesterly line of said tideland option area called Parcel No. 3, and the southwesterly prolongation thereof to the true point or place of beginning, containing 130,755 square feet of tideland area.

PARCEL B.

Beginning at Government Station No. 465 on the U.S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego; thence north 39° 58' 58" west a distance of 1261.74 feet to a point, said point being the intersection of the northeasterly line of that 200 foot strip of tidelands area called Parcel No. 3 and dedicated to the public use as and for a public street by Resolution No. 227, proceedings of the Harbor Commission of the City of San Diego, State of California, with the southwesterly prolongation of the northwesterly line of that tideland option area called Parcel No. 3, and described in the lease with the Ryan Aeronautical Company, as lessee, and bearing date April 7, 1939; thence northwesterly following along the northeasterly line of said 200 foot strip of tidelands a distance of 155.76 feet to the true point or place of beginning; thence continuing along the northeasterly line of said 200 foot strip of tidelands a distance of 147.63 feet to a point; thence north 22° 18' 46" east a distance of 969.13 feet to a point; thence at right angles south 67° 41' 14" east a distance of 139.79 feet to a point; thence at right angles south 22° 18' 46" west a distance of 911.64 feet, more or less, to the true point or place of beginning, containing 130,756 square feet of tideland area.

PARCEL C.

Beginning at Government Station No. 465 on the U.S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego; thence north 39° 58' 58" west a distance of 1261.74 feet to a point; said point being the intersection of the northeasterly line of that 200 foot strip of tidelands called Parcel No. 3, and dedicated to the public use as and for a public street by Resolution No. 227, proceedings of the Harbor Commission of the City of San Diego, State of California, with the southwesterly prolongation of the northwesterly line of that tideland option area called Parcel No. 3 and described in the lease with the Ryan

Aeronautical Company, as lessee, and bearing date April 7, 1939; thence northwesterly following along the northeasterly line of said 200 foot strip of tidelands a distance of 303.39 feet to the true point or place of beginning; thence continuing along the northeasterly line of said 200 foot strip of tidelands a distance of 140.65 feet to a point; thence north 22° 18' 46" east a distance of 1004.36 feet to a point; thence at right angles south 67° 41' 14" east a distance of 133.18 feet to a point; thence at right angles south 22° 18' 46" west a distance of 959.13 feet more or less, to the true point or place of beginning, containing 130,749 square feet of tideland area.

PARCEL D.

Beginning at Government Station No. 465 on the U.S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego; thence north 39° 58' 58" west a distance of 1261.74 feet to a point, said point being the intersection of the northeasterly line of that 200 foot strip of tidelands called Parcel No. 3, and dedicated to the public use as and for a public street by Resolution No. 227, proceedings of the Harbor Commission of the City of San Diego, State of California, with the southwesterly prolongation of the northwesterly line of that tideland option area called Parcel No. 3, and described in the lease with the Ryan Aeronautical Company, as lessee, and bearing date April 7, 1939; thence northwesterly following along the northeasterly line of said 200 foot strip of tidelands a distance of 444.04 feet to the true point or place of beginning; thence continuing along the northeasterly line of said 200 foot strip of tidelands a distance of 134.59 feet to a point; thence north 22° 18' 46" east a distance of 1047.65 feet to a point; thence at right angles south 67° 41' 14" east a distance of 127.44 feet to a point; thence at right angles south 22° 18' 46" west a distance of 1004.36 feet, more or less, to the true point or place of beginning, containing 130,754 square feet of tideland area.

PARCEL E.

Beginning at Government Station No. 465 on the U.S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego; thence north 39° 58' 58" west a distance of 1261.74 feet to a point, said point being the intersection of the northeasterly line of that 200 foot strip of tidelands called Parcel No. 3, and dedicated to the Public use as and for a public street by Resolution No. 227, proceedings of the Harbor Commission of The City of San Diego, State of California, with the southwesterly prolongation of the northwesterly line of that tideland option area called Parcel No. 3, and described in the lease with the Ryan Aeronautical Company, as lessee, and bearing date April 7, 1939; thence northwesterly following along the northeasterly line of said 200 foot strip of tidelands a distance of 578.63 feet to the true point or place of beginning; thence continuing along the northeasterly line of said 200 foot strip of tidelands a distance of 129.25 feet to a point; thence north 22° 18' 46" east a distance of 1089.21 feet to a point; thence at right angles south 67° 41' 14" east a distance of 122.38 feet to a point; thence at right angles south 22° 18' 46" west a distance of 1047.65 feet, more or less, to the true point or place of beginning, containing 130,754 square feet of tideland area.

PARCEL F.

Beginning at Government Station No. 465 on the U.S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego; thence north 39° 58' 58" west a distance of 1261.74 feet to a point, said point being the intersection of the northeasterly line of that 200 foot strip of tidelands called Parcel No. 3, and dedicated to the public use as and for a public street by Resolution No. 227, proceedings of the Harbor Commission of The City of San Diego, State of California, with the southwesterly prolongation of the northwesterly line of that tideland option area called Parcel No. 3, and described in the lease with the Ryan Aeronautical Company, as lessee, and bearing date April 7, 1939; thence northwesterly following along the northeasterly line of said 200 foot strip of tidelands a distance of 707.88 feet to the true point or place of beginning; thence continuing along the northeasterly line of said 200 foot strip of tidelands a distance of 124.49 feet to a point; thence north 22° 18' 46" east a distance of 1129.25 feet to a point; thence at right angles south 67° 41' 14" east a distance of 117.88 feet to a point; thence at right angles south 22° 18' 46" west a distance of 1089.21 feet, more or less, to the true point or place of beginning, containing 130,756 square feet of tideland area.

Said parcels being shown and delineated upon Drawing No. 120-B-2, Dated August 14, 1942, attached to and made a part of this agreement, and marked "Exhibit A."

(2) Subject to the conditions in this paragraph expressed the Company shall have the right at any time within five (5) years, provided it is not then in default as to any of the terms of said lease, to have added to the ground area included in said lease, one or more or all of said parcels A to F, both inclusive. In this connection, it is understood and agreed that in the exercise of said option to increase the leased area the Company, if it elects to take less than the whole area, shall be required to take portions of the same by parcels; that is to say, Parcel A or Parcels A and B, etc. In the event the Company shall elect only to exercise its option as to Parcel A within said five-year period, then its option to take the remaining portions of said total area, to-wit, Parcels B to F, inclusive, shall be extended for a period of five (5) years from and after the exercise of its option to take Parcel A. If within said extended option period the Company shall elect to exercise its option only as to Parcel B, then its option to take Parcel C shall be extended for an additional period of five (5) years from and after the exercise of its option to take Parcel B. The Company shall have the same extension of time in which to exercise its right to take, respectively, Parcels D, E, and F, that is to say, the Company shall have five (5) years after the exercise of its option to take any one or more of said parcels within which to exercise its option to take one or more of the remaining parcels; always, provided, that the Company is not in default as to any of the terms or conditions of said lease at the time it elects to exercise any of said options, and that said lease is then in full force and effect.

It is further understood and agreed that the right of the Company to exercise said option or options is conditioned upon its showing to the Harbor Commission at the time of the exercise thereof that the increased area desired to be added to the premises already leased is actually immediately needed by the Company for the extension or enlargement of its plant and operations, and that the same will promptly be put to such beneficial use. Such showing shall be made to the Harbor Commission, together with written notice of intention to exercise such option or options at least ninety (90) days prior to the end of the option period or periods.

It is further understood and agreed that the rental payable by the Company for the premises now included within said lease shall be increased at the rate of twenty-five dollars

(\$25.00) per month for each of said additional parcels of land when and if taken by the Company, as herein set forth, and that except as to such increased rental each parcel so added to the present leased premises shall be subject to all of the terms and conditions of said lease with like effect as though the same had been originally included therein. PROVIDED, however, anything to the contrary in this paragraph or in this agreement notwithstanding, it is specifically understood and agreed that if at any time the City shall have a bona fide offer from a responsible party or parties to lease any or all of said parcels not already taken by the Company, the City shall notify the Company thereof, and the Company within thirty (30) days from the receipt of such notice, upon a showing to the Harbor Commission that such parcel or parcels are actually immediately needed by the Company for the expansion or enlargement of its plant and operations, and that the same will promptly be put to such beneficial use, shall have the right if it so elect to have such parcel or parcels immediately added to the premises covered by its said lease. In event of the Company's failure within said thirty-day period to make such showing and election, it shall automatically forfeit any right or claim to such parcel or parcels under this agreement, and the City shall be free to lease the same to another party or parties.

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 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, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO, First Party

By R. H. VanDEMAN

EMIL KLIKA

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

RYAN AERONAUTICAL COMPANY

Second Party

By T. CLAUDE RYAN- Pres.

ATTEST:

F. E. HOLLAND

I hereby approve the form and legality of the foregoing Agreement this 3d day of September, 1942.

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 to amend tidelands lease between the City of San Diego and Ryan Aeronautical Co. Being Document No. 340565.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilhig 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 1st day of July, 1942, 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 Cuyamaca 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 promises, 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 1943, 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 Cuyamaca 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 Cuyamaca Peak Lookout and San Diego River Fire Guard, and to maintain said Cuyamaca Peak Lookout and San Diego River Fire Guard Service during the Fire Season of the fiscal year 1943, which said fiscal year begins July 1, 1942, to insure efficient fire protection to watersheds and mutual benefits to the parties to this agreement.

If, upon June 30, 1943, 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, 1943, 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 1942 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 therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the agreement be for the general benefit of such corporation or company.

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

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

CLEVELAND NATIONAL FOREST
By NORMAN J. POWELL, Forest Supervisor.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Fire Lookout and River Guard in the Cleveland National Forest. Being Document No. 340673.

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

By Helen M. Willyg Deputy.

A G R E E M E N T

WHEREAS, Edna F. Shell and Glen R. Shell are The Owners of Lots 37 to 48 inclusive, Block 98, S. D. Land & Towne, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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, by Edna F. Shell & Glen R. Shell that they will, for and in consideration of the permission granted them to remove 25' of curbing, 60' So. of S.E. Corner of Newton & Sampson - 25' of curbing, 100' of S.E. Corner of Newton & Sampson, 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.

Edna F. Shell and Glen R. Shell 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.

GLEN R. SHELL
3511-Utah Street, San Diego, California.

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

On this 11th day of September, A. D. Nineteen Hundred and Forty-Two, before me, Clyde M. Richards a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glen R. Shell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission Expires,
June 11, 1944.

I hereby approve the form of the foregoing agreement this 16th day of September, 1942.

JACOB WEINBERGER, CITY ATTORNEY
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 23 1942 - Min. past 10 A.M. In Book 1390 At Page 494 of Official Records, San Diego Co., Cal. Recorded at Request of City Clerk.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Glen R. Shell to the City of San Diego, California. Being Document No. 340681.

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

By Helen M. Willyg 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 SEVEN DOLLARS (\$507.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of September, 1942.

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 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.

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

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By L. E. MIDGLEY,
Resident Vice-President.

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

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

On this 11th day of September, in the year nineteen hundred forty-two, 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 L. E. Midgley, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 19th day of September, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 77424 passed and adopted on the 1st day of September, 1942, require and fix the sum of \$507.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of the City of San Diego.
By AUGUST M. WADSTROM, Deputy.

CONTRACT FOR STREET LIGHTING.

UNIVERSITY AVENUE LIGHTING DISTRICT NO. 3

THIS AGREEMENT, made and entered into this 25th day of September, 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 the following streets, in the City of San Diego, California, to-wit:

UNIVERSITY AVENUE, between Boundary 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, 1942, to-wit: to and including August 6, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for University Avenue Lighting District No. 3", filed May 27, 1942 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 Twenty-six and 20/100 Dollars (\$2,026.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 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 Twenty-six and 20/100 Dollars (\$2,026.20) 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 Twenty-six and 20/100 Dollars (\$2,026.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

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

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

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

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
ERNEST J. BOUD
PAUL J. HARTLEY
H. DeGRAFF AUSTIN
HARLEY E. KNOX
A.E.FLOWERS
Members of the Council.

I hereby approve the form of the foregoing Contract, this 19th day of September, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Gas & Elect. Co. for University Avenue Lighting Dist. No. 3. Being Document No. 340700.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willig Deputy.

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

KNOW ALL MEN BY THESE PRESENTS, That We, SAN DIEGO 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 11th day of September, 1942.

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 MISSION BOULEVARD, between the southerly extremity of said Mission Boulevard and the southerly line of San Fernando Place, in Mission Beach, in the City of San Diego, California; required to be done and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO 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.

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By L. E. MIDGLEY
Resident Vice-President

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

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

On this 11th day of September, in the year nineteen hundred forty-two, 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 L. E. Midgley, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

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

I hereby approve the form of the foregoing Undertaking this 19th day of September, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 77423 passed and adopted on the 1st day of September, 1942, require and fix the sum of \$300.00 as the penal sum of the foregoing Undertaking.

(SEAL)

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

By AUGUST M. WADSTROM

Deputy.

CONTRACT FOR STREET LIGHTING.

MISSION BEACH LIGHTING DISTRICT NO. 2.

THIS AGREEMENT, made and entered into this 25th day of September, 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 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, 1942, to-wit, to and including August 16, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Mission Beach Lighting District No. 2", filed June 15, 1942, 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-nine and 76/100 Dollars (\$239.76) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Nine Hundred 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."

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 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 first hereinabove written.

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

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

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

THE CITY OF SAN DIEGO.
By FRED W. SIMPSON
ERNEST J. BOUD
PAUL J. HARTLEY
H. DeGRAFF AUSTIN
HARLEY E. KNOX
A.E.FLOWERS
Members of the Council.

I hereby approve the form of the foregoing Contract, this 19th day of September, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D.Gas & Elect. Co. for Mission Beach Lighting Dist. No. 2. Being Document No. 340701.

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

By Helen M. Willey Deputy.

KNOW ALL MEN BY THESE PRESENTS, That A. C. VROMAN, INC., as Principal and HARTFORD ACCIDENT & INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED TWENTY-SIX DOLLARS (\$726.00), 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 15 day of September, 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 library books, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

A. C. VROMAN, INC. Principal.
By A. D. SHELDON, Pres. & Mgr.

(SEAL) ATTEST:
J.V.SHELDON, JR. Secy-Treas.

HARTFORD ACCIDENT & INDEMNITY COMPANY, Surety
By J. C. BOGARDUS, JR.

(SEAL) ATTEST:
R.C.WALZER

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

On this 15 day of September, 1942, before me, Ethel Drumheiser, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared J.C.Bogardus, Jr., known to me to be the Attorney-in-Fact, of the HARTFORD ACCIDENT AND INDEMNITY COMPANY, the Corporation that executed the within instrument, and acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto and his own name as Attorney-in-Fact.

ETHEL DRUMHEISER

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

(SEAL)
My Commission Expires,
April 26, 1944.

I hereby approve the form of the within Bond, this 18th day of Sept., 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL, Asst. City Attorney.

I hereby approve the foregoing bond this 21 day of Sept. 1942.

JOHN A. THORNTON, Acting 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 15 day of September, 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 A.C.VROMAN, 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:

Library books, as enumerated in and in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 340274.

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

Two Thousand Nine Hundred Three and 18/100 Dollars (\$2903.18). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 20th day of October, 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:

Two Thousand Nine Hundred Three and 18/100 Dollars (\$2903.18), said payments to be made as follows:

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City,

acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 77453 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 JOHN A. THORNTON, Acting City Manager

(SEAL) ATTEST:
J.V.SHELDON, JR. Secy-Treas.

A. C. VROMAN, INC. Contractor
By A. D. SHELDON, Pres & Mgr.

I hereby approve the form and legality of the foregoing contract this 18th day of Sept. 1942.

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 A.C.Vroman, Inc. for library books. Being Document No. 340709.

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

By Helen M. Willig Deputy

A G R E E M E N T

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

Henry J. Theuner, being first duly sworn, deposes and says:

That he is the owner of Lots Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17), Block One Hundred Ninety Six, City Heights, located at 3350 University Avenue, San Diego, California;

That he has filed Application No. 1519 for a variance to the zoning ordinance, and said Application, after being duly considered, was conditionally approved by Resolution No. 180, adopted by the Zoning Committee of the City of San Diego, California, on September 16, 1942 and filed in the office of the City Clerk of said City under Document No. 340671 on September 17, 1942;

That he has received an exact copy of said Resolution and is familiar with the text thereof and understands that the zone variance granted thereby is subject to the conditions listed therein;

That he hereby agrees to observe, fulfill and abide by the seven (7) conditions listed in said Resolution which are incorporated in and made a part of this Agreement;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part of parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this Agreement.

HENRY J. THEUNER

Subscribed and sworn to before me this 21 day of Sept. 1942.

R. H. COPELAND

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

(SEAL)

My Commission Expires

May 3, 1944.

RECORDED SEP 23 1942 ___ Min. past 10 A.M. In Book 1389 At Page 427 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.
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 Agreement with Henry J. Theuner. Being Document No. 340716.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

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

WHEREAS, Clayton F. Schilling is the owner of Lot 4-9, Block 52, of Middletown in the City of San Diego.

NOW, THEREFORE, This AGREEMENT, signed and executed this 19 day of September, 1942, by Clayton F. Schilling that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Kettner between Grape and Hawthorne, 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.

And 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.

CLAYTON F. SCHILLING
3592 - 33rd St. San Diego, Calif.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)^{ss}

On this 19 day of September, A.D. Nineteen Hundred and 42, before me, Fred E. Sheakley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clayton F. Schilling 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,
Dec. 16 1944.

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

I HEREBY approve the form of the foregoing agreement this 22nd day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 23 1942 ___ Min. past 10 A.M. In Book 1389 At Page 427 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. 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 Clayton F. Schilling to the City of San Diego. Being Document No. 340717.

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

WHEREAS, G. Dennis is the owner of Lot North 10 feet of the East 100 feet of Lot 46, and the East 100 feet Lots 47 and 48, Block 40, of City Heights;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of September, 1942, by G. Dennis that he will, for and in consideration of the permission granted to remove 36 feet of curbing on Polk between Central and 40th, adjacent to the above described property, bind him 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.

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

G. DENNIS
3212 Orange Street

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)^{ss}

On this 21st day of September A.D. Nineteen Hundred and forty two, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. Dennis known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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)

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

I HEREBY approve the form of the foregoing agreement this 23rd day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 30 1942 11 Min. Past 3 P.M. In Book 1413 At Page 168 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.

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 G. Dennis to the City of San Diego. Being Document No. 340723.

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

By Helen M. Willis Deputy.

PROJECT AGREEMENT-
1943 FISCAL YEAR

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, 1943, 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 March 24, 1942, and by the Department March 28, 1942, providing for the work described herein as project 10; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to cancel project 8 and to rebudget in this agreement the funds released thereby, and to provide additional funds for projects 5(a) and 5(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	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)	\$ 700.00
(b)	Work by City		Construction	37,311.39
10	Road XI-SD-198-H, re-alignment at San Vicente		Grade and pave (additional amount)	42,550.15
Total				\$ 80,561.54

ARTICLE II. SURVEYS AND PLANS

The Department will make the surveys and plans designated in project 5(a).

ARTICLE III. CONSTRUCTION

The City will construct or cause to be constructed by or under its direct supervision the improvements described in project 5(b), 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 before work is started in case of work approved to be done by day labor, and no changes may be made in the approved plans or specifications without prior approval of the Department.

The work described in project 5(b) 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.

Any City-owned equipment used for the work described in project 5(b) 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 project 10, 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 project 10 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 project 10 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 by cancellation of project 8	\$18,300.00
Accrued and unbudgeted to June 30, 1942	19,711.39
Estimated to accrue during the fiscal year ending June 30, 1943	131,760.00
Total	\$169,771.39

The amount of \$80,561.54 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 hereby delegates to the City the expenditure of the funds provided herein to defray the cost of the work described in project 5(b).

As the work progresses on project 5(b), the 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) and 10, are fully discharged.

The Department will pay the cost of the work described in projects 5(a) and 10 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 V. 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 the work described in project 5(b), the City will submit to the Department a final report of expenditures made for such work.

The report for construction, improvement, or other specific projects, shall show payments to the contractor detailed by contract items showing quantity, unit, item, unit price, and amount; the amount paid for any materials or supplies furnished by the City for use on the contract, and any labor or equipment furnished by the City for use on the contract. Expenditures for work performed by day labor shall be detailed to show the quantity for each item of work, the unit cost, and amount.

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 10, 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 26th day of August, 1942, and the Department on the 14th day of September, 1942.

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. T. 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 First Supplemental Memorandum of Agreement for Streets of Major Importance. Being Document No. 340727.

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

By Helen M. Willy Deputy

A G R E E M E N T

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

WHEREAS, Union-Tribune Publishing Co. is the owners of Lots C,D,E,F, Block 41, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of September, by Union-Tribune Publishing Co., that they will, for and in consideration of the permission granted to remove 15 feet of curbing on Second between Broadway and E, 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.

And further agree that this agreement shall be binding on themselves, heirs 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 TRIBUNE PUB. CO.
By K.L.GREGG, Prod. Mgr.

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

On this 22nd day of Sept. A.D. Nineteen Hundred and forty-two, before me, Henry Christopherson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared K.L.Gregg known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

I HEREBY approve the form of the foregoing agreement this 24th day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 30 1942 11 Min. past 3 P.M. In Book 1413 At Page 170 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.

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 Union Tribune Pub. Co. Being Document No. 340731.

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

By Helen M. Willy 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-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 11th day of September, 1942.

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, within the limits and as particularly described in Resolution of Intention No. 76948, adopted May 19, 1942, 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.

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

THE AETNA CASUALTY AND SURETY COMPANY, Surety.
By L. E. MIDGLEY,
Resident Vice-President.

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

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)ss

On this 11th day of September, in the year nineteen hundred forty-two, 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 L. E. Midgley, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

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

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

(SEAL)

I hereby approve the form of the foregoing Undertaking this 26th day of September, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 77425 passed and adopted on the 1st day of September, 1942, require and fix the sum of \$242.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of the City of San Diego,
By AUGUST M. WADSTROM,
Deputy.

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

THIS AGREEMENT, made and entered into this 29th day of September, 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 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, 1942, to-wit, to and including August 13, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Ocean Beach Lighting District No. 1", filed June 3, 1942, 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 and 50/100 Dollars (\$966.50) 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 Sixty-six and 50/100 Dollars (\$966.50) 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 Sixty-six and 50/100 Dollars (\$966.50).

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 ERNEST J. BOUD
FRED W. SIMPSON
PAUL J. HARTLEY
H. DeGRAFF AUSTIN
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 26th day of September, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D. Gas & Elect. Co. for Ocean Beach Lighting District No. 1. Being Document No. 340768.

FRED W. SICK
City Clerk of the City of San Diego, California
By Helen M. Willy Deputy.

A G R E E M E N T

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

WHEREAS, Walter Trepte is the owner of Lot 6 Block 51, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24 day of Sept. 1942, by Walter Trepte that he will, for and in consideration of the permission granted to remove 25 feet of curbing on W. Grape between Kettner and India, 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.

And further agrees 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.

WALTER TREPTE
631 9th Ave. S.D.

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

On this 24th day of September, A.D. Nineteen Hundred and 42, before me, Naomi Kollertz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter Trepte known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission Expires,
Sept. 16, 1944.

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

I HEREBY approve the form of the foregoing agreement this 29th day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 30 1942 11 Min. past 3 P.M. In Book 1413 At Page 169 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.
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 Walter Trepte to the City of San Diego. Being Document No. 340809.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy.

A G R E E M E N T

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

WHEREAS, Marcus Chanin is the owner of Lot A & B Block 174 of Horton;

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of September, by Marcus Chanin that he will, for and in consideration of the permission granted to remove 16 feet of curbing on 14th between Market and Island, 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.

And 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.

MARCUS CHANIN
563 14th St.

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

On this 25th day of September A.D. Nineteen Hundred and forty-two before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marcus Chanin known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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.

(SEAL)

My Commission Expires
May 4, 1945.

I HEREBY approve the form of the foregoing agreement this 29th day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED SEP 30 1942 11 Min. past 3 P.M. In Book 1413 At Page 169 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.
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 Marcus Chanin. Being Document No. 340810.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilbig Deputy.

A G R E E M E N T

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

WHEREAS, James P. Witherow is the owner of Lots Twenty-three (23) and Twenty-four (24) in Block 94, of Mannassee & Schiller's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of July, 1942, by James P. Witherow, that he will, for and in consideration of the permission granted to remove twelve feet of curbing on Crosby St., between Main and Newton Streets, 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.

And further agrees that this agreement shall be binding on James P. Witherow my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JAMES P. WITHEROW
1894 Main St. San Diego.

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

On this 22nd day of July, A.D. Nineteen Hundred and Forty-two, before me, J.M.Zung, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James P. Witherow 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.

J. M. ZUNG

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

(SEAL)

My commission expires, August 10, 1942.

I HEREBY approve the form of the foregoing agreement this 30th day of September, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED OCT 7 1942 16 Min. past 11 A.M. In Book 1406 at Page 453 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 James P. Witherow. Being Document No. 340835.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilk Deputy.

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 1st day of September, 1942, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, first party, and STAR & CRESCENT BOAT COMPANY, a corporation, second party, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, heretofore on the 14th day of December, 1939, entered into a lease of certain tidelands of said city with said Star & Crescent Boat Company, as lessee, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 317326, and is recorded in Book 11, page 160, et seq., Records of said City Clerk; and

WHEREAS, said City and said Company are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars, and none other:

The description of the lands leased, as set forth on page one of said lease, is hereby changed to read as follows:

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 563.83 feet southwesterly from U.S. Bulkhead Station No. 108; thence south 19° 59' 50" east a distance of 479.06 feet to the true point or place of beginning; thence continuing south 19° 59' 50" east a distance of 100 feet to a point; thence at right angles south 70° 00' 10" west a distance of 125 feet to a point; thence at right angles north 19° 59' 50" west a distance of 100 feet to a point; thence at right angles north 70° 00' 10" east a distance of 125 feet to the true point or place of beginning, containing an area of 12,500 square feet.

Said above-described land being shown and designated upon Drawing dated July 28, 1942, numbered 95-B-1, marked "Exhibit B," attached hereto and made a part of this agreement and of said lease.

The plat marked "Exhibit A," attached to and made a part of said lease is hereby amended and supplemented by said plat hereto attached and marked "Exhibit B," showing the parcel of land leased 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, and this instrument when so executed shall be deemed effective from the date first hereinabove written.

This instrument is executed in two parts, each one of which shall be deemed an original.

THE CITY OF SAN DIEGO

By R. H. VanDEMAN

EMIL KLIKA

Wm. E. HARPER

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

STAR & CRESCENT BOAT COMPANY

By O.J. HALL, President.

(SEAL) ATTEST:

C. F. HANN, Asst. Secretary.

I hereby approve the form of the foregoing Lease, this 11th day of September, 1942.

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 for Modification of Tidelands Lease - Star & Crescent Boat Co. (ft. Bdwy.) Being Document No. 340836.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Wilk Deputy.

KNOW ALL MEN BY THESE PRESENTS, That GRAYBAR ELECTRIC CO., INC., a corporation, as Principal and UNITED STATES GUARANTEE COMPANY, a Corporation organized and existing under the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of September, 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 to said City, f.o.b. City storerooms, from time to time, as ordered and required by the Purchasing Agent of said City,

GENERAL ELECTRIC 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, 1942, and ending September 15, 1943; 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.

GRAYBAR ELECTRIC CO. INC. Principal
H.L.HARPER

Pacific District Manager

(SEAL) ATTEST:

J.J.O'REILLY

(See certified copy of resolution, enclosed with bid).

UNITED STATES GUARANTEE COMPANY, Surety
By WALTER H. DUFF, Attorney-in-Fact
And DELORUS E. CLARK, Attorney-in-Fact.

(SEAL)

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

On this 12th day of September, A.D. 1942, before me, M.P. Joseph, a Notary Public in and for the said County and State, personally appeared Walter H. Duff and Delorus E. Clark, known to me to be the persons whose names are subscribed to the within Instrument, as the Attorneys-in-Fact of United States Guarantee Co. and acknowledged to me that they and each of them subscribed the name of United States Guarantee Company thereto as principal and their own names as Attorneys-in-Fact.

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

M. P. JOSEPH

Notary Public in and for said County and State.

(SEAL)

My Commission Expires,
June 3rd, 1945.

I hereby approve the form of the within Bond, this 30th day of September, 1942.

JACOB WEINBERGER, City Attorney
By J.H. McKINNEY, Deputy City Attorney

I hereby approve the foregoing bond this 30th day of September, 1942.

JOHN A. THORNTON, Acting City Manager.

The rate of premium on this Bond is \$3.00 per \$1,000 the total amount of premium is \$7.50.

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, 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 GRAYBAR ELECTRIC 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 the 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, f.o.b. City storerooms, as ordered and required by the Purchasing Agent of said City, GENERAL ELECTRIC 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, 1942 and ending on September 15, 1943; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 340158.

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 General Electric Company, contained in Document No. 340516, on file in the office of the City Clerk of said City, or any subsequently issued schedule that supplements or takes the place of said schedule on file in the office of the City Clerk. Said contractor will allow an additional discount of 2% for payment within 30 days of invoice. Said prices contained in said standard price schedule do not include the California State Sales Tax.

The total net requirements of said City are estimated to amount to the sum of \$10,000.00, but should said purchases not amount to said sum of \$10,000.00 during the period hereinabove mentioned, said contractor agrees to waive any undercharge billing which might be due as a result of differential in discounts.

Said City, in consideration of the furnishing and delivery of said 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, less 2% discount for payment within 30 days of purchase, off the standard price schedule of the General Electric Company, contained in Document No. 340516, on file in the office of the City Clerk of said City, or any subsequently issued schedule that supplements or takes the place of said schedule on file in the office of the City Clerk. 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 hereinafore 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 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 of San Diego, acting by and through the City Manager, pursuant to and under Resolution No. 77434 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.

GRAYBAR ELECTRIC CO., INC.

By H. L. HARPER

Pacific District Manager

(SEAL) ATTEST:

J. J. O'REILLY

(see Resolution with bid)

I HEREBY APPROVE the form of the foregoing contract this 3d day of September, 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 Graybar Electric Co. for furnishing mazda lamps. Being Document No. 340839.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

A G R E E M E N T

THIS AGREEMENT entered into this 1st day of Oct., 1942, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the "City", first party; and METALS RESERVE COMPANY, a subsidiary of the Reconstruction Finance Corporation, hereinafter called the "Company", second party, WITNESSETH:

R E C I T A L S

A

The City is the owner of approximately 8200 lineal feet of 75 pound steel street-car rails imbedded in the pavement of Barnett Avenue, between Pacific Highway and the entrance to the United States Naval Training Station in The City of San Diego. These rails are a part of an abandoned streetcar line and in their present location are no longer useful to the City. The City desires to have said rails removed as quickly as possible in order to permit the repaving of said street.

B

The Company is willing to remove, or cause to be removed, said rails without cost to The City provided the rails when salvaged shall become the property of the Company, NOW, THEREFORE,

In consideration of the foregoing recitals and the matters and things hereinafter mentioned, the parties hereto agree as follows:

1. The City does hereby grant permission to the Company to remove the steel street-car rails described in Recital "A" hereof, and agrees that said rails when removed in accordance with the conditions contained in this agreement shall become the property of the Company. The work of removing said rails and the restoration of the street surface in a manner satisfactory to the Division of Highways of the State of California shall be completed by October 10, 1942.

2. The Company agrees to remove, or cause to be removed, said rails and to repair the pavement where the rails have been removed in a manner satisfactory to the Division of Highways of the State of California and without cost to the City or to the State of California. Said work of removal and repair of pavement shall be completed by October 10, 1942.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, thereunto authorized by Resolution No. 77439 of the City Council, and the Metals Reserve Company has caused this agreement to be executed by its duly authorized officer or officers, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By JOHN A. THORNTON, Acting City Manager.

METALS RESERVE COMPANY

By CHARLES B. HENDERSON, President

I hereby approve the form and legality of the foregoing Agreement this 1st day of October, 1942.

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 with Metals Reserve Corp. Being Document No. 340861.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Helen M. Willig Deputy.

A G R E E M E N T

Regarding construction of a garage.
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

I, the undersigned affiant, being first duly sworn, depose and say:

That I am the owner of the hereinafter described real property: Lot Twenty-three (23) and Twenty-four (24) Block Twenty-eight (28) Subdivision Ocean Beach Annex, located at _____;

That I desire to construct a 12 foot by 16 foot temporary board and batt garage with flat roof in an architectural control area under Ordinance No. 2349 (New Series) and subject to the restrictions of zone Ordinance No. 12793 which permits garages as accessory buildings but does not permit the construction of garages prior to construction of residence;

That I, in consideration of approval granted by the City of San Diego to construct said garage building; on the above described property, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that within one year from date I will cause said garage to be removed or remodeled to comply with the requirements of the Zoning Committee for architectural approval in this area;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

LOUIS C. SCHACHTEBECK

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

On this 3rd day of October, 1942, before me, August M. Wadstrom a Notary Public in and for the said County of San Diego, State of California, residing therein duly commissioned and sworn, personally appeared Louis C. Schachtebeck personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission Expires
Aug. 5, 1945.

RECORDED OCT 7 1942 2 Min. past 12 P.M. In Book 1402 At Page 128 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.
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 Agreement re: construction of garage in Ocean Beach Annex. Being Document No. 340862.

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

By Helen M. Willis Deputy.

KNOW ALL MEN BY THESE PRESENTS, That THE YOUNGSTOWN MILLER COMPANY, a corporation, as Principal and Continental Casualty Company a corporation organized and existing under and by virtue of the laws of the State of Indiana as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED NINETY-FIVE DOLLARS (\$395.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this third day of October, 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 to said City:

1- Model A-17 Youngstown Miller lubricating oil purifier 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.

THE YOUNGSTOWN MILLER COMPANY, Principal.
By NEVIN H. DECKER, Treas.

(SEAL) ATTEST:
EMALINE KURTZ

CONTINENTAL CASUALTY COMPANY, Surety.
By M. C. PASCOE, Atty-in-fact.

(SEAL) ATTEST:
KENNETH G. MILLER

I hereby approve the form of the within Bond, this 5th day of October, 1942.
JACOB WEINBERGER, City Attorney

I hereby approve the foregoing bond this 5th day of October, 1942.
JOHN A. THORNTON, Acting City Manager.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this third day of October, 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 THE YOUNGSTOWN MILLER COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1- Model A-17 Youngstown Miller lubricating oil purifier, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 340282.

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

One Thousand Five Hundred Seventy-six and 25/100 Dollars (\$1576.25). Said price includes the California State Use Tax.

Said contractor agrees to complete said delivery on or before the third day of December, 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 Five Hundred Seventy-six and 25/100 Dollars (\$1576.25), said payments to be made as follows:

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of the City of San Diego, pursuant to and under Resolution No. 77478 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.

THE YOUNGSTOWN MILLER COMPANY, Contractor.

By NEVIN H. DECKER, Treasurer

(SEAL) ATTEST:
EMALINE KURTZ

I hereby approve the form and legality of the foregoing contract this 5th day of October, 1942.

JACOB WEINBERGER, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The Youngstown Miller Co. for oil purifier. Being Document No. 340886.

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

Regarding use of property for Multiple dwelling.

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

I, the undersigned affiant, being first duly sworn, depose and say:

That I am the owner of the hereinafter described real property: Lot Villa Lot Nineteen (19), Block -- Subdivision Mission Hills, located at 4282 Sierra Vista Street;

That I desire to convert the residence on the above described property into two (2) rented units and one (1) bachelor apartment and have previously petitioned for a zone variance under Petition No. 1524, Dated August 17, 1942 on file in the office of the City Planning Commission, asking a variance to the restrictions of Ordinance No. 12990.

That I, in consideration of approval granted by the City of San Diego to use the residence as a multiple dwelling under Resolution of the Zoning Committee No. 187, Dated October 1, 1942; on the above described property, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at such time as hostilities cease in the present war and six (6) months thereafter I will cause said building to be vacated and no longer used as a multiple dwelling but will comply with the requirements of the zoning ordinance which permits only one single family residence per lot;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

A. W. POHL

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

On this 5th day of October A.D. Nineteen Hundred and forty-two, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. W. Pohl known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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.

(SEAL)

My Commission Expires, August 5, 1945

RECORDED OCT 7 1942 17 Min. past 11 A.M. In Book 1420 at Page 142 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
M. METHENY - 16

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement re: multiple dwelling at 4282 Sierra Vista Street. Being Document No. 340892.

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

By Helen M. Wilby Deputy.

L E A S E

THIS AGREEMENT, made and entered into this 30th day of September, 1942, 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 FLOYD E. MOORE, 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:

Those portions of Pueblo Lots 1314 and 1315 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 by James Pascoe, filed as Miscellaneous Map No. 36 in the office of the County Recorder of said County of San Diego, particularly described as follows:

Beginning at the southwesterly corner of said Pueblo Lot 1315; thence easterly along the southerly line of said Pueblo Lot 1315 a distance of 602.18 feet to a point; thence northerly on an angle of 88° 04' to the left a distance of 496.09 feet to an intersection with the northerly line of Miramar Road, the TRUE POINT OF BEGINNING; thence northwesterly on a direct line making an angle of 44° with the northerly line of said Miramar Road, a distance of 1150 feet to a point, this latter line being the boundary line of the eucalyptus grove; thence at right angles northeasterly a distance of 600.00 feet to a point; thence at right angles southeasterly a distance of 1610 feet to an intersection with the northwesterly line of said Miramar Road; thence southwesterly and westerly along the northwesterly and northerly line of said Miramar Road a distance of 800 feet to the true point of beginning, containing twenty acres of land, more or less.
for a term of three (3) years, beginning on the 12th day of September, 1942, and ending on the 11th day of September, 1945, at the following rentals; Seventy-five Dollars (\$75.00) 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) and amendments thereto.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

Tenth. That the lessee shall at his own charge and expense keep and maintain the existing fences or structures on the land, including pipe lines or other installations thereon.

Eleventh. That all improvements of any kind or nature placed upon the land during the term of this lease at lessee's expense may be removed by him from the land at the termination of this lease, except all exterior boundary line fences shall become the unencumbered property of the City at such termination.

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 said 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. 2543 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 JOHN A. THORNTON, Acting City Manager.

FLOYD E. MOORE, Lessee

I hereby approve the form and legality of the foregoing Lease this 5th day of October, 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 Lease with Floyd E. Moore for portions of P.L. 1314 & 1315. Being Document No. 340893.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY HARRY L. FOSTER UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE THIRTY-SIXTH STREET PIPE LINE, WHICH SAID CONTRACT IS DATED DECEMBER 12, 1941, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 334667.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Harry L. Foster, and which said contract is dated December 12, 1941, and is on file in the office of the City Clerk of said City as Document No. 334667, 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 5, 1942.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on October 6, 1942, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by Harry L. Foster. A 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 6th day of October, 1942.

THE CITY OF SAN DIEGO.

By FRED W. SICK, City Clerk

(SEAL)

RECORDED OCT 7 1942 10 Min. past 9 A.M. In Book 1417 at Page 110 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 Notice of Completion - 36th Street Pipeline. Being Document No. 340898.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

KNOW ALL MEN BY THESE PRESENTS, That THE OTTO GERDAU COMPANY, as Principal and INDEMNITY INSURANCE COMPANY OF NORTH AMERICA a corporation organized and existing under and by virtue of the laws of the State of Pennsylvania as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED EIGHTY-FIVE DOLLARS (\$785.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of September, 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:

40,000 lbs. AAA grade, fine cut Hickory broom splints
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 OTTO GERDAU COMPANY, Principal
OTTO GERDAU, President.

ATTEST:
ELLEN WITT

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA, Surety
By P.L. WITTENBERG
Resident Vice-President.

(SEAL) ATTEST:
A.N. ELIASSEN
Resident Assistant Secretary

Countersigned, San Francisco, Cal., October 5, 1942.
R.B. BOSTWICK, Attorney-in-Fact.

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

On this 5th day of October in the year one thousand nine hundred and forty-two, before me Emily K. McCorry, a Notary Public in and for the City & County of San Francisco, personally appeared R.B. Bostwick, 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.

EMILY K. MCCORRY

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

(SEAL)
My Commission Expires
December 30, 1942.

I hereby approve the form of the within Bond, this Oct. 7th, 1942.

JACOB WEINBERGER, City Attorney
By H.B. DANIEL, Asst. City Attorney.

I hereby approve the foregoing bond this 7th day of October, 1942.

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 23rd day of September, 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 THE OTTO GERDAU 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:

40,000 lbs AAA grade, fine cut Hickory broom splints, 3/16" x 26", straight grain Mountain Hickory, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 340257.

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

One Hundred Fifty-seven Dollars (\$157.00) per ton of 2000 pounds. Said price includes the California State sales tax.

Said contractor agrees to begin delivery of said material within Three weeks from and after the date of the execution of this contract, and to complete said delivery from plant at North Carolina on or before the 14th day of October, 1942, subject to railroad car being obtainable, no responsibility to attach to seller for duration of in-transit time from shipment point to San Diego.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Three Thousand One Hundred Forty Dollars (\$3140.00),
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. 77479 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:
ELLEN WITT

THE OTTO GERDAU COMPANY, Contractor
By OTTO GERDAU, President

I hereby approve the form and legality of the foregoing contract this 7th day of Oct., 1942.

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 The Otto Gerdau Co. for broom splints. Being Document No. 340927.

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

By Helen M. Willig Deputy.

A G R E E M E N T

Regarding construction of second living unit.
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

I, the undersigned affiant, being first duly sworn, depose and say:
That I am the owner of the hereinafter described real property: Lots Twenty-Eight (28) and Twenty-Nine (29), Block ---, Subdivision Bonnie Brae, located at _____;
That I desire to convert the lower floor of the dwelling at 3844 Belmont Avenue into a living unit, as contained in a petition for zone variance No. 1572, dated September 25, 1942;

That I, in consideration of approval granted by the City of San Diego to convert the lower floor of said building into a dwelling under Resolution of the Zoning Committee No. 190, Dated October 8, 1942; on the above described property, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will comply with all Building and Health Department regulations and at the time specified by said Resolution the dwelling created in accordance therewith will be no longer used for living quarters and I will further cause said property and the improvements thereon to be used in compliance with the provision of the zoning ordinance governing said property;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

HARRIETT P. SNYDER

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

On this 9th day of October A.D. Nineteen Hundred and forty-two, before me, Clark M. Foote, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harriett P. Snyder 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.

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 OCT 14 1942 48 Min. past 9 A.M. In Book 1423 At Page 57 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.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement re: construction of second living unit at 3844 Belmont Avenue. Being Document No. 340948.

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

By Helen M. Willig Deputy.

A G R E E M E N T

Regarding use of property for a Nursery School.
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

I, the undersigned affiant, being first duly sworn, depose and say:
That I am the owner of the hereinafter described real property: Lots Seven (7) and Eight (8), Block A, Subdivision Wallace Heights, located at 2876 Redwood Street;
That I desire to operate a nursery school on the above described property and have petitioned the city (Petition No. 1554, dated September 14, 1942) for a zone variance;
That I, in consideration of approval granted by the City of San Diego to use the dwelling as a nursery school under Resolution of the Zoning Committee No. 188, dated October 8, 1942; on the above described property, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that said nursery school will be operated as a day nursery only; all requests of the Health and Welfare Department will be complied with; premises will be kept in good condition; yard will be enclosed for a play yard and at such time as hostilities in the war between the United States of America and any country cease I will cause dwelling to be vacated and no longer used as a nursery school and will comply with the requirements of the Zoning Ordinance;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

CORINNE C. STUART

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

On this 9th day of Oct. A.D. Nineteen Hundred and 42, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Corinne C. Stuart 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.

AUGUST M. WADSTROM

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

(SEAL)
My Commission Expires,
August 5, 1945.

RECORDED OCT 14 1942 48 Min. past 9 A.M. In Book 1407 At Page 246 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

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

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

RUTH HUBBARD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement re: use of property for Nursery School at 2876 Redwood Street. Being Document No. 340951.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

REVOCABLE PERMIT

WHEREAS, the United States of America has applied to the City Council of the City of San Diego for permission to use certain land owned by the City near Lake Morena, for the purpose of diverting, pumping, storing and conducting water; also for a right-of-way for purposes necessary to the construction, operation, repair and maintenance of a pipe line therefrom; and

WHEREAS, said storage and pumping, and the construction, operation, repair and maintenance of said pipe line under certain conditions and restrictions will serve a useful purpose and will in no way interfere with the activities of The City of San Diego in the operation of its own water system or otherwise; NOW, THEREFORE,

In consideration of the foregoing, The City of San Diego, represented by its City Manager, hereinafter referred to as the Permittee, hereby grants permission to the United States of America, hereinafter referred to as the Permittee, to use the following described premises located in San Diego County, State of California, to-wit:

Beginning at Corner #3, Tract 82, Township 17 S, Range 4 E; thence North 0° 05' 15" East a distance of 172.48 feet to a point; thence North 65° 14' West a distance of 268.52 feet to the true point of beginning; thence South 24° 46' West a distance of 250.00 feet to a point; thence North 65° 14' West a distance of 221.62 feet to a point; thence North 14° 35' 40" East a distance of 289.41 feet to a point; thence North 61° 54' 10" East a distance of 154.00 feet to a point; thence South 23° 59' 15" East a distance of 239.08 feet to the true point of beginning, containing 1.86 acres.

(Except right-of-way for road purposes)

for the purpose only and exclusively of diverting, pumping, storing and conducting water; and also a right-of-way not exceeding twenty (20) feet in width, for constructing, repairing, relaying and maintaining a water pipe line and appurtenances over, under and across the land located in San Diego County, State of California, bounded and described as follows, to-wit:

Tracts No. 61, 82 and 83, Township 17 S, Range 4 E SBBM. The center line of which right-of-way is more particularly described as follows:

Commencing at the Southwest Corner (Corner No. 3) of Tract 82, Township 17 S, Range 4 E, S.B.B.M.; thence North 0° 5' 15" East along the West line of said Tract 82, a distance of 172.48 feet to a point; thence North 65° 14' West a distance of 464.66 feet to Station 0+00, the true point of beginning; thence South 65° 14' East, 670.75 feet; thence South 79° 28' 30" East 729.65 feet; thence South 66° 59' 30" East 812.00 feet; thence South 56° 57' 30" East, 1010.00 feet; thence South 23° 40' 30" East, 280.45 feet; thence South 76° 19' 30" East a distance of 26.87 feet, more or less, to its intersection with the Easterly line of Tract 83 in Township 17 S, Range 5 E, S.B.B.M.

all at the location and in accordance with the details as shown on plat bearing legend "Construction Division, Office of the Quartermaster General, Camp Lockett, Campo, California, A.E. Plan No. 7070-130.F" attached hereto and made a part hereof.

This permit is granted subject to the following provisions and conditions:

(1) That this permit, and all privileges granted hereby, shall be revocable upon 90 days written notice to Permittee by resolution of the City Council; provided, however, that this reserved right of revocation shall not be exercised during the continuance of the present National emergency.

(2) That Permittee is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land hereinbefore described.

(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 Permittee; 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 construction, maintenance and repair, and all other work performed hereunder shall be subject to such reasonable rules and regulations as the City Hydraulic Engineer may from time to time deem necessary for the preservation and/or safety of the City's water supply or system.

(5) Upon completion of the work contemplated by this permit, the Permittee shall promptly remove all surplus materials and equipment used by reason thereof.

(6) In constructing, maintaining, repairing, replacing and using said improvements, including land and structures, the Permittee shall not endanger or damage the water rights and system of Permitter; and in this connection shall provide such safeguards as the Hydraulic Engineer of Permitter may reasonably require.

(7) In case of termination of this permit, the Permittee, at its sole expense, and within ninety (90) days after receipt of written notice thereof, will remove all its property from the land of The City of San Diego, and restore said land as nearly as practicable to its original condition, (damage by the elements or by circumstances over which Permittee has no control, excepted,) if so requested in writing by the Permitter. Provided, however, that if the Permitter requires such restoration, the Permittee shall give written notice thereof to the Government prior to termination of the permit.

(8) The Government has and 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 said premises, which fixtures, additions, structures and signs so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government at any time during the existence of this permit or at any time within twenty-four (24) months after the termination thereof. Any and all improvements, structures, additions, fixtures and equipment which may have been placed in or upon the said premises or attached to the same by the Government at any time prior to the execution hereof, shall be and remain the property of the Government and may be removed in the same manner as though placed thereon after execution hereof.

(9) 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 this permit be for the general benefit of such corporation or company.

(10) Permitter shall not be liable for the death or injury to any person, or loss, destruction or damage to any property, in connection with the construction, maintenance or repair arising out of the diverting, pumping, storing or conducting all water, or the maintenance and repair of said pipe line in connection therewith, occasioned in whole or in part by acts or omissions of any persons whomsoever, except the wrongful or negligent acts of the Permitter, its agents or employees.

(11) All expenditures to be made by the Government under the provisions of this agreement shall be subject to appropriations being available for such purposes.

(12) This permit shall not be effective for any purpose until or unless the attached form of acceptance has been executed on behalf of the United States of America by the officer thereunto duly authorized.

IN WITNESS WHEREOF, this permit is executed this 30th day of June, 1942, by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 77189, adopted on the 30th day of June, 1942.

THE CITY OF SAN DIEGO

By WALTER W. COOPER, City Manager.

This permit is also executed by the United States of America in acknowledgment of the acceptance of the terms and conditions therein set forth.

UNITED STATES OF AMERICA,

By RAY T. MARSH

Ray T. Marsh, Captain, Corps of Engineers,
Contracting Officer.

I hereby approve the form and legality of the foregoing Revocable Permit this 30th day of June, 1942.

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 Revocable Permit from City to U.S.A. for pipe from Morena Reservoir to Camp Lockett. Being Document No. 340953.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilky Deputy.

L E A S E

THIS INDENTURE OF LEASE, made in duplicate this 30th day of October, 1942, by and between EARL S. LOVETT and MARY L. FLETCHER MACK, formerly Mary L. Fletcher, parties of the first part, hereinafter called "Lessors", and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter called "Lessee", WITNESSETH:

THAT WHEREAS, the parties of the first part are the owners of that certain building at the northeast corner of Ninth Avenue and E Street, in the City of San Diego, County of San Diego, State of California, located on Lot "F", in Block 48 of Horton's Addition in the City of San Diego, and that the Lessee is desirous of leasing from the said Lessors said building, to be occupied by the San Diego Public Library; and

WHEREAS, said Lessors agree to remodel said building at their own expense, so that the same may be used by said Lessee as a Public Library, at an estimated cost of \$778.81, in accordance with the estimate attached hereto, marked "Exhibit A", and by reference made a part hereof as though fully included herein; said remodeling to begin immediately after the execution of this lease and to continue to completion without unreasonable delay;

NOW, THEREFORE, the said Lessors do hereby demise and let unto the said Lessee, and the said Lessee does hereby rent and take from the said Lessors all of said building hereinabove mentioned, to have and to hold the said premises for the period of two years, commencing on the 1st day of September, 1942, up to and including the 31st day of August, 1944, at a rental of Six Hundred Dollars (\$600.00) per month, payable in advance on the first day of each and every month during said term.

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

for said two year period shall be final and binding upon both parties to this agreement.

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

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

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

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

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

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

IN WITNESS WHEREOF, the Lessors have hereunto subscribed their names, and the City Manager of the City of San Diego has hereunto subscribed his name, as and for the act of said City, pursuant to Resolution No. 77570 authorizing such execution, the day and year first hereinabove written.

EARLE S. LOVETT
MARY LOUISE FLETCHER MACK
Lessors

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

I HEREBY APPROVE the form and legality of the foregoing Lease this 30th day of October, 1942.

JACOB WEINBERGER, City Attorney
By J.H. MCKINNEY, Deputy City Attorney.

EXHIBIT "A"

ESTIMATED COST OF REMODELING FLETCHER-LOVETT BUILDING

Painting	\$ 529.00
Front doors.	30.73
Cleaning Lobby Floor	10.00
Repair Handrail	3.00
Refinish Toilet Seat	1.00
Placing Steel Sash	50.00
Installing 34 Stair Treads, 6'	87.04
Refinish Floors, Rooms 1,2,3, and 4,	68.04
	<u>\$ 778.81</u>

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease for Library Annex Building at 9th & E. Being Document No. 340962.

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

By Helen M. Willey Deputy.

A G R E E M E N T

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

WHEREAS, Wm. F. Steigerwald is, the owner of Lot One, Block 40, of Middletown; NOW, THEREFORE, This Agreement, signed and executed this 7th day of October, by Wm. F. Steigerwald that he will, for and in consideration of the permission granted to remove 15 feet of curbing on Fir between Kettner and California, 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.

And further agrees that this agreement shall be binding on Myself, Ourselves, My or 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.

Wm. F. STEIGERWALD
1780 Kettner Blvd. San Diego, Calif.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)^{ss}

On this 7th day of October, A.D. Nineteen Hundred and Forty-two, before me, Louis B. Schipper, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wm. F. Steigerwald known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

LOUIS B. SCHIPPER

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

(SEAL)

My Commission Expires,
May 14, 1946.

I HEREBY approve the form of the foregoing agreement this 13th day of October, 1942.

JACOB WEINBERGER, City Attorney

By J.H. McKINNEY, Deputy City Attorney.

RECORDED OCT 14 1942 48 Min. past 9 A.M. In Book 1407 At Page 245 of Official Records, San Diego Co, Cal. Recorded At Request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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

RUTH HUBBARD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Wm. F. Steigerwald to the City of San Diego. Being Document No. 340968.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

KNOW ALL MEN BY THESE PRESENTS, That FAIRCHILD AERIAL SURVEYS, INC., 224 East 11th Street, Los Angeles, California, as Principal and SEABOARD SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four thousand four hundred fifty dollars (\$4,450.00), 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, 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 to said City all services, materials and equipment for the flying over, and for the preparation and furnishing of a topographic inked tracing and two sets of vertical aerial photographs of, the San Vicente Reservoir Basin; 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.

FAIRCHILD AERIAL SURVEYS, INC. Principal.

Wm. B. HENDERSON, Asst. Treasurer

ATTEST:

W.L. COZZENS

SEABOARD SURETY COMPANY, Surety

629 S. Spring St. Los Angeles, Calif.

By HOWARD SISKEL, Attorney in fact.

(SEAL) ATTEST:

I.A. ROBSON

Executed in duplicate. The Premium on this bond is \$33.38.

I hereby approve the form of the within Bond, this 13th day of October, 1942.

JACOB WEINBERGER, City Attorney

By H.B. DANIEL, Asst. City Attorney

I hereby approve the foregoing bond this 13th day of October, 1942.

WALTER W. COOPER, City Manager.

KNOW ALL MEN BY THESE PRESENTS, That FAIRCHILD AERIAL SURVEYS, INC. 224 East 11th Street, Los Angeles, California, as Principal and SEABOARD SURETY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand two hundred twenty-five Dollars (\$2,225.00), 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, 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 to said City all services, materials and equipment for the flying over, and for the preparation and furnishing of a topographic inked tracing and two sets of vertical aerial photographs of, the San Vicente Reservoir Basin, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

AND, WHEREAS, the aforesaid penal sum of two thousand two hundred twenty-five dollars (\$2,225.00) (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 or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the claims of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, then said surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond such reasonable attorney's fee as shall be fixed by the Court, awarded and taxed as in the above mentioned statute provided.

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 7th day of October, 1942, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

ATTEST:
W.L.COZZENS

FAIRCHILD AERIAL SURVEYS, INC. Principal
By Wm. B. HENDERSON, Asst. Treasurer

SEABOARD SURETY COMPANY, Surety
629 S. Spring St., Los Angeles, California.
By HOWARD SISKEL, Attorney in fact.

(SEAL) ATTEST:
I.A. ROBSON

Executed in duplicate. Included in premium for Performance Bond.

I hereby approve the form of the foregoing bond this 13th day of October, 1942.
JACOB WEINBERGER, City Attorney
By H.B. DANIEL, Assistant City Attorney.

I hereby approve the foregoing bond this 13th day of October, 1942.
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 October, 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 FAIRCHILD AERIAL SURVEYS, INC., 224 East 11th Street, Los Angeles, 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 to said City all services, materials and equipment for the flying over, and for the preparation and furnishing of a topographic inked tracing and two sets of vertical aerial photographs of, the San Vicente Reservoir Basin; all as more particularly and in detail set forth in those certain specifications therefor contained in Document No. 340795, on file in the office of the City Clerk of said City, entitled, "Specifications for Aerial Topographic Map and Aerial Photographs; a true copy of which said specifications is hereunto annexed, and by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

Said contractor hereby agrees to perform said services and deliver the tracing and photographs hereinabove described at and for the sum of four thousand four hundred fifty dollars (\$4,450.00), which sum includes the California State Sales Tax.

The contractor agrees to perform the services and deliver the map and photographs hereinabove described on or before March 1st, 1943. The time elapsing between the date of submitting all of the work under this contract for testing and inspecting by the Hydraulic Engineer and the date of notice to the contractor of acceptance or rejection will not be considered in computing the final delivery date.

Said City, in consideration of the furnishing of the services and the delivery of said map and photographs 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 work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of four thousand four hundred fifty dollars (\$4,450.00), which sum includes the California State Sales Tax; said payment to be made as follows:

Upon the performance of the services and the delivery of the map and photographs hereinabove described, 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 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.

The contractor hereby agrees that it will be bound by each and every part of the specifications, and do and cause to be done all of said work as set forth in the specifications, as the same may be interpreted by the Hydraulic Engineer of said City.

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 the Hydraulic Engineer and approved by the City Manager and City Council.

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. 77524 of the Council authorizing such execution, and the contractor has caused this contract to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER, City Manager.

FAIRCHILD AERIAL SURVEYS, INC. Second Party.

By Wm. B. HENDERSON, Asst. Treasurer

ATTEST: W.L. COZZENS

I hereby approve the form and legality of the foregoing contract this 13th day of October, 1942.

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 Fairchild Aerial Surveys Inc. for map of San Vicente Reservoir Basin. Being Document No. 340992.

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

Regarding use of property to maintain a seven (7) unit trailer camp.

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

Herman and Cecilia Hillicke, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Portions of Fourteen (14), Sixteen (16) and Twenty-seven (27), Subdivision Granada Tract, located at 4660 El Cajon Boulevard;

That we desire to operate a seven (7) unit trailer camp on the above described property and have applied for a zone variance under Petition 1536, dated August 27, 1942;

That we, in consideration of approval granted by the City of San Diego to use the above described property to maintain a seven (7) unit trailer camp, under Resolution of the Zoning Committee No. 193, dated October 15, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at the cessation of hostilities in the war between the United States of America and any country, and for the period of six months thereafter, we will then cause said property to be vacated and no longer used as a trailer camp;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

CECILIA HILLOCKE
4660 El Cajon Ave.

HERMAN HILLOCKE

On this 16th day of October, A.D. Nineteen Hundred and Forty-two, before me, Clark M. Foote, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Cecilia Hillocke and Herman Hillocke known to me to be the person 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,
State of California.

(SEAL)

My Commission Expires,
Mar. 20, 1943.

RECORDED OCT 21 1942 ___ Min. past 3 P.M. In Book 1423 At Page 144 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.

H. KNIGHT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Herman Hillocke and Cecilia Hillocke to the City of San Diego. Being Document No. 341010.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 1st day of October, 1942, 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, acting by and through the Harbor Commission of said City, first party, and STAR & CRESCENT BOAT CO., a corporation, second party, WITNESSETH:

WHEREAS, the City on or about the 17th day of June, 1937, entered into a lease of certain tidelands with said Star & Crescent Boat Co., as lessee, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 303318, and is recorded in Book 9, page 367, Records of said City Clerk; and

WHEREAS, the City and said Star & Crescent Boat Co. desire to amend said lease by extending the term thereof, and by readjusting the rentals for such extended term;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars:

(1) That the term of said lease is hereby extended for a period of ten (10) years, beginning on the 15th day of June, 1942, and ending on the 14th day of June, 1952.

(2) That the rental for said extended term shall be for the first year thereof Seventy-five Dollars (\$75.00) per month, payable in advance on the first day of each and every month; for the second year of said extended term, One Hundred Dollars (\$100.00) per month, payable in advance on the first day of each and every month. The rentals for the remaining portion of said extended term shall be fixed by the Harbor Commission at a rate or rates not to exceed Three Hundred Dollars (\$300.00) per month.

Except as herein specifically amended, all of the terms and conditions in said lease of June 17th, 1937, shall remain 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 subscribed their names as and for the act of said City, and said Star & Crescent Boat Co. has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO, Lessor

By R.H.VANDEMAN

EMIL KLICKA

Wm. E. HARPER

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

STAR & CRESCENT BOAT CO. Lessee

By O.J.HALL

(SEAL) ATTEST:

C.F.HAHN, Asst. Sec'y.

I hereby approve the form of the foregoing Agreement for Modification of Lease this 26th day of June, 1942.

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 for Modification of Tideland Lease - Star & Crescent Boat Co. Being Document No. 341011.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willy Deputy.

A G R E E M E N T

Regarding construction of addition to living quarters.

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

Jenevie A. Shutes, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property; Lots Twelve (12) and Thirteen (13) Block Four (4) Subdivision Golden Park, located at 3333 Harbor View Drive;

That I desire to convert the existing auxiliary building on the rear of the above described property to living quarters and erect an addition thereto, with a rear yard of Eleven and one half (11-1/2) feet instead of Twenty Five (25) feet as required by Ordinance No. 8924, as amended, and have applied for a zone variance under Petition No. 1526, dated August 18, 1942;

That I, in consideration of approval granted by the City of San Diego to use the building as living quarters and erect an addition thereto, under Resolution of the Zoning Committee No. 186, dated October 1, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at such time as hostilities cease in the present war I will cause said building to be vacated and no longer used as living quarters or to be so relocated on said property that it will comply with the minimum requirements of Ordinance No. 8924, as amended;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

JENEVIE A. SHUTES

3333 Harbor View Dr.

On this 16th day of October, A.D. Nineteen Hundred and forty-two, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jenevie A. Shutes 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.

AUGUST M. WADSTROM

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

(SEAL)

My Commission Expires, August 5, 1945

RECORDED OCT 21 1942 ___ Min. past 3 P.M. In Book 1423 At Page 146 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.

H. KNIGHT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement re: addition to living quarters at 3333 Harbor View Dr. Being Document No. 341013.

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

Regarding construction of addition to living quarters.

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

Clyde F. and Lena J. Holmes, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Nine (9) Block One Hundred Ninety-five, ⁽¹⁹⁸⁾ Subdivision Middletown, located at 1869 Moore Street;

That we desire to convert the existing garage on the above described property with a side yard of one foot into living quarters and erect an addition thereto, and have applied for a zone variance under petition No. 1553, dated September 12, 1942;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters and erect an addition thereto, under Resolution of the Zoning Committee No. 192, dated October 15, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at such time as hostilities in the war between the United States of America and any country cease, and for the period of six months thereafter, we will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

CLYDE F. HOLMES
2250 - 3rd Ave.

LENA J. HOLMES
2250 - 3rd Ave.

On this 16th day of October, A.D. Nineteen Hundred and forty-two, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clyde F. & Lena J. Holmes known to me to be the person 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.

AUGUST M. WADSTROM

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

(SEAL)

My Commission Expires,
August 5, 1945.

RECORDED OCT 21 1942 ___ Min. past 3 P.M. In Book 1416 At Page 245 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.

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 Agreement re: addition to living quarters at 1869 Moore St. Being Document No. 341014.

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

Regarding construction of second living unit.

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

Harriett P. Snyder, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property; Lots Twenty-Eight (28) and Twenty-Nine (29) Block --- Subdivision Bonnie Brae, located at _____;

That I desire to convert the lower floor of the dwelling at 3844 Belmont Avenue into a living unit, as contained in a petition for zone variance No. 1572, dated September 25, 1942;

That I, in consideration of approval granted by the City of San Diego to convert the lower floor of said building into a dwelling under Resolution of the Zoning Committee No. 190, Dated October 8, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will comply with all Building and Health Department regulations and at the time specified by, and the period for six (6) months thereafter, said Resolution the dwelling created in accordance therewith will be no longer used for living quarters and I will further cause said property and the improvements thereon to be used in compliance with the provisions of the zoning ordinance governing said property;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

HARRIETT P. SNYDER
3844 Belmont Ave.

On this 16th day of October A.D. Nineteen Hundred and forty-two, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harriett P. Snyder 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.

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

(SEAL)
My Commission Expires,
August 5, 1945.

RECORDED OCT 21 1942 ___ Min. Past 3 P.M., In Book 1416 At Page 246 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.

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 Agreement re: construction of second living unit. Being Document No. 341015.

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

By Helen M. Willis Deputy.

AGREEMENT FOR MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 1st day of October, 1942, by and between THE CITY OF SAN DIEGO, A municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter referred to as the City, first party, 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, second party, WITNESSETH:

WHEREAS, the City on or about the 22nd day of May, 1941, entered into a lease of certain tidelands with said Kelco Company, as lessee, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 329550, and is recorded in Book 12, page 99, Records of said City Clerk; and

WHEREAS, the City and said Kelco Company desire to amend said lease by enlarging the area of the premises covered in said lease to include a strip of tidelands 225 feet wide by 325 feet long, lying southwesterly of the present lease and contiguous thereto;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars:

That the description of the premises described in the lease hereinabove referred to is hereby changed and amended to read as follows:

"PARCEL A:

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.

PARCEL B:

Beginning at the most westerly corner of that tideland parcel leased to the Kelco Company on May 22, 1941, said corner being a point on the U.S. Bulkhead Line as said 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 continuing south 56° 51' east along the said U.S. Bulkhead Line a distance of 50 feet to the true point or place of beginning; thence continuing south 56° 51' east along said U.S. Bulkhead Line, a distance of 225 feet; thence at right angles south 33° 09' west a distance of 325 feet; thence at right angles north 56° 51' west a distance of 225 feet; thence at right angles north 33° 09' east a distance of 325 feet to the true point or place of beginning."

(2) The plat marked "Exhibit A," attached to and made a part of said lease is hereby supplemented by a plat attached hereto, entitled, "Drawing No. 145-B-1, dated May 19, 1942", marked "Exhibit B," and made a part hereof.

(3) The rentals reserved on page 2 of said lease are hereby changed to read as follows:

"FOR PARCEL A:

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.

FOR PARCEL B:

The sum of twenty-five dollars (\$25.00) per month."

(4) Eliminate from said lease the paragraph appearing on page 2 of said lease, reading as follows:

"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."

(5) That paragraph (1), set forth on page 3 of said lease is hereby changed to read as follows:

"(1) That the demised premises hereinabove described as Parcel A 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.

That the demised premises hereinabove described as Parcel B shall be used only and exclusively for the construction and maintenance thereon of a wharf or dock and such other structures necessary or convenient for conducting and carrying on said business; said wharf or dock to be constructed subject to the approval of the War Department of the United States, and to the approval of the Harbor Commission of said City."

Except as herein specifically amended, all of the terms and conditions in said lease of May 22, 1941, shall remain in full 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 second party 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, and the instrument when so executed shall be deemed effective from the date first hereinabove written.

THE CITY OF SAN DIEGO, Lessor

By R. H. VANDEMAN

EMIL KLICKA

Wm. E. HARPER

Members of the Harbor Commissions
of the City of San Diego

KELCO COMPANY, Lessee

By H. C. GREEN, Vice-President

(SEAL) ATTEST:

CHAS. E. DONNELLY, Secretary.

I hereby approve the form of the foregoing Agreement for Modification of Lease this 15th day of October, 1942.

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 Kelco Co. for pier. Being Document No. 341019.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Willig Deputy.

UNDERTAKING FOR STREET LIGHTING

UNIVERSITY AVENUE LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO 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 THIRTY-FIVE DOLLARS (\$235.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of October, 1942.

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, 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 President in Charge of Sales.

(SEAL) ATTEST:

J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By L. E. MIDGLEY

Resident Vice-President.

(SEAL) ATTEST:

E.L.TOLSON

Resident Assistant Secretary.

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

On this 7th day of October, in the year nineteen hundred forty-two, 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 L. E. Midgley, 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 17th day of October, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 77519 passed and adopted on the 29th day of September, 1942, require and fix the sum of \$235.00 as the penal sum of the foregoing Undertaking.

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

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

THIS AGREEMENT, made and entered into this 20th day of October, 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 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, 1942, to-wit, to and including August 6, 1943.

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 22, 1942 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 Thirty-seven and 20/100 Dollars (\$937.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego 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 Thirty-seven and 20/100 Dollars (\$937.20) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Nine Hundred Thirty-seven and 20/100 Dollars (\$937.20).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

(SEAL) ATTEST:
J.A. CANNON, Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A.E. HOLLOWAY
Vice President in Charge of Sales.

(SEAL) ATTEST:
FRED W. SICK, City Clerk
By AUGUST M. WADSTROM, Deputy.

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
H.DeGRAFF AUSTIN
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 17th day of October, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, 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. 1. Being Document No. 341032.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Wuest Estate Co. is the owner of Lot I and J Block 368, of Horton's Add;
NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of October, 1942, by Wuest Estate Co. that they will, for and in consideration of the permission granted to remove 20 ft. feet of curbing on Falcon Street between Redwood and Spruce, 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.

And further agree that this agreement shall be binding on Wuest Estate Co, ourselves heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

WUEST ESTATE CO.
By ALBERT WUEST, Pres.
234 Broadway St.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 15th day of October, A.D. Nineteen Hundred and forty-two before me, CLark M. Foote, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Albert Wuest known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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.

I HEREBY approve the form of the foregoing agreement this 19th day of October, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED OCT 21 1942 ___ Min. past 3 P.M. in Book 1421 At Page 192 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.

J. DELL
Copyist County 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 Wueste Estate Co. to the City of San Diego. Being Document No. 341045.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Union Tribune Publishing Co. is the lessor of Lot K, Block 14, Horton's Addn.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of October, 1942, by Union Tribune Pub. Co. that they will, for and in consideration of the permission granted to remove Three feet of curbing on Second Ave., between B and C Street, adjacent to the above described property, bind itself 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 it so to do, and comply therewith at its own expense and with no cost or obligation on the part of the City of San Diego.

And 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 TRIBUNE PUBLISHING CO.
By L. C. RIDOUT, Asst. Secty.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)^{ss}

On this 16th day of Oct., A.D. Nineteen Hundred and forty-two before me, Henry Christopherson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L.C.Ridout known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

HENRY CHRISTOPHERSON
Notary Public in and for the County of San Diego,
State of California.

I HEREBY approve the form of the foregoing agreement this 19th day of October, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED OCT 21 1942 ___ Min. past 3 P.M. In Book 1428 At Page 89 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.
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 Union Tribune Publishing Co. to the City of San Diego. Being Document No. 341046.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Willey Deputy.

A G R E E M E N T

WHEREAS, C. T. McKeehan is The Owner of East 40 ft. Lots 25, 26, 27, 28, Block 195 City Heights, 33 St. just N. of University 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 8 day of October, 1942, by C.T. McKeehan that he will, for and in consideration of the permission granted to remove 16 feet of curbing on 33 St. adjacent to the above described property, bind C. T. McKeehan 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.

C. T. McKEEHAN further agree that this agreement shall be binding on C. T. McKeehan his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

C. T. McKEEHAN
3353 University Ave. San Diego.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)^{ss}

On this 8 day of October, A.D. Nineteen Hundred and 42, before me, Delia A. Barker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. T. McKeehan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 31, 1945.

DELIA A. BARKER
Notary Public in and for the County of San Diego,
State of California.

I HEREBY approve the form of the foregoing agreement this 19th day of October, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED OCT 21 1942 ___ Min. past 3 P.M. In Book 1423 At Page 145 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.
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 Removal Agreement from C. T. McKeehan to the City of San Diego. Being Document No. 341047.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Helen M. Willey Deputy

KNOW ALL MEN BY THESE PRESENTS, That F. S. & W. W. HIRSCH, co-partners, 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 FIVE THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS (\$5,375.00), 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 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 19th day of October, 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:

1 - Seagrave Model No. 2, Standard Tractor Drawn, hydro-aerial ladder truck & water tower, 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 S. HIRSCH

W. W. HIRSCH

Co-partners, Principal.

ATTEST:

OLIVE ANDERSON

AMERICAN SURETY COMPANY OF NEW YORK, Surety
By A.I. ZIMMERMAN
Resident Vice-President.

(SEAL) ATTEST:

I. TAYLOR

Resident Assistant Secretary

Premium charged for this bond is \$26.87 for the term.

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) ss

On this 19th day of October, A.D. 1942, before me, Lucile M. Chesley, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A.I. Zimmerman personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the AMERICAN SURETY COMPANY OF NEW YORK, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

LUCILE M. CHESLEY

Notary Public in and for the County of Los Angeles,
State of California

(SEAL)

My Commission Expires,
April 16, 1945.

I hereby approve the form of the within Bond, this 20th day of Oct., 1942.

JACOB WEINBERGER, City Attorney

By H.B. DANIEL, Asst. City Attorney

I hereby approve the foregoing bond this 20th day of October, 1942.

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 19th day of October, 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 F. S. & W. W. HIRSCH, co-partners, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

1 - Seagrave Model No. 2, standard tractor drawn, hydro-aerial ladder truck & water tower, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 339832.

Said contractor hereby agrees to furnish and deliver the materials above described at and for the following prices, to-wit:

Twenty-one Thousand Five Hundred Dollars (\$21,500.00). Said sum includes the California State Sales Tax.

Delivery within 180 days after receipt and acceptance of contract at our factory, and subject to Priority Rating received.

Said contractor agrees to complete said delivery on or before the ___ day of ___, 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:

Twenty-one Thousand Five Hundred Dollars (\$21,500.00),
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. 77362 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

FRED W. HIRSCH
W. W. HIRSCH
Co-partners, Contractor

ATTEST:
OLIVE ANDERSON

I hereby approve the form and legality of the foregoing contract this 20th day of Oct., 1942.

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 F. S. & W. W. Hirsch for Seagrave Model #2 ladder truck. Being Document No. 341090.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY TIFAL AND KING UNDER THEIR CONTRACT FOR THE CONSTRUCTION OF A PUMP HOUSE, OPERATOR'S COTTAGE AND GARAGE AT THE ALVARADO PUMPING PLANT, WHICH SAID CONTRACT IS DATED JUNE 11, 1942, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 339144.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Tifal and King, and which said contract is dated June 11, 1942, and is on file in the office of the City Clerk of said City as Document No. 339144, 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 14, 1942.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on October 20, 1942, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by Tifal and King. A 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 20th day of October, 1942.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK, City Clerk

RECORDED OCT 20 1942 20 Min. Past 4 P.M. In Book 1407 At Page 295 of Official Records, San Diego Co., Cal. Recorded At Request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

RUTH HUBBARD
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion by Tifal & King of Alvarado Pumping House and Cottage etc. Being Document No. 341092.

FRED W. SICK
City Clerk of the City of San Diego, California

By Helen M. Wilby Deputy.

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED BY A.R. SCHULENBURG AND SONS UNDER THEIR CONTRACT FOR THE SALVAGING OF WOOD-STAVES AND PIPE BANDS FROM THE OTAY-SAN DIEGO FIRST MAIN PIPE LINE, WHICH CONTRACT IS DATED OCTOBER 18, 1940, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 323800.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN By the City of San Diego that the work performed by A.R. Schulenburg and Sons, and which said contract is dated October 18, 1940, and is on file in the office of the City Clerk of said City as Document No. 323800, 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 14, 1942.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on October 20, 1942, by resolution duly and regularly passed and adopted, officially accepted said work performed by A.R. Schulenburg and Sons. A 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 20th day of October, 1942.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK, City Clerk

RECORDED OCT 20 1942 21 Min. past 4 P.M. In Book 1411 at Page 365 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 Notice of Completion of Salvaging Wood staves etc. by A.R. Schulenberg & Sons. Being Document No. 341093.

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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Rodney E. Luscomb and Norla R. Luscomb is the owner of Lot 1, Block 187, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of September, 1942, by Rodney E. Luscomb that he will, for and in consideration of the permission granted to remove 25 feet feet of curbing on Sutherland St. between California and Moore Sts., adjacent to the above described property, binds himself to, and he does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

And further agrees that this agreement shall be binding on myself and my wife, 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.

RODNEY E. LUSCOMB
2749 - 28th St.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 30th day of September, A.D. Nineteen Hundred and forty-two, before me, A.M. Gilbert, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rodney E. Luscomb and Norla R. Luscomb known to me to be the persons 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.

A.M. GILBERT
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission expires,
Feb. 21, 1943.

I HEREBY approve the form of the foregoing agreement this 21st day of October, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED OCT 28 1942 30 Min. past 3 P.M. In Book 1412 At Page 384 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.

PEARL M. ROSS
Copyist County 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 Rodney E. Luscomb. Being Document No. 341115.

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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Louis Moorsteen is the owner of Lots 1 and 2 Block 55, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of October, by Louis Moorsteen that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Ivy between Columbia Street and India 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.

And further agrees that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

L. MOORSTEEN
2157 India St., San Diego, Calif.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 20 day of October, A.D. Nineteen Hundred and Forty-Two, before me, Z.M. Thwaites, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Moorsteen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 15, 1945.

Z. M. THWAITES
Notary Public in and for the County of San Diego,
State of California.

I HEREBY approve the form of the foregoing agreement this 21st day of October, 1942.
JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED OCT 28 1942 30 Min. past 4 P.M. In Book 1418 At Page 337 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.
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 Louis Moorsteen to the City of San Diego. Being Document No.
341116.

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

Regarding construction of new living unit.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) SS.
CITY OF SAN DIEGO,)

Ida M. Kenyon, after being first duly sworn, for herself deposes and says;

That I am the owner of the hereinafter described real property; lot Nineteen (19) and Twenty (20), Block Seventeen (17), Subdivision M. Santee's Subdivision, located at 1519 Edgemont Street, San Diego, California;

That I desire to convert the lower floor of the easterly building at 1519 Edgemont Street into a dwelling, as contained in a petition for zone variance No. 1511, dated August 10, 1942;

That I, in consideration of approval granted by the City of San Diego to convert the lower floor of said building into a dwelling under the terms and conditions specified in Resolution No. 77486 adopted by the City Council of said City on September 25, 1942 which resolution was adopted upon my appeal from the decision of the Zoning Committee denying the same by Resolution No. 176, dated September 3, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at the time specified by said Resolution the dwelling created in accordance therewith will be no longer used for living quarters and I will further cause said property and the improvements thereon to be used in compliance with the provisions of the zoning ordinance governing said property; it is understood that the matter will be re-surveyed and restudied at the expiration of the time specified;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

IDA M. KENYON
1427 - 31st St.

On this 21 day of Oct., 1942 A.D. Nineteen Hundred and forty-two, before me, P.A. Nauman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ida M. Kenyon 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,
Feb. 21, 1946.

P.A. NAUMAN
Notary Public in and for the County of San Diego,
State of California.

RECORDED OCT 28 1942 30 Min. past 3 P.M. In Book 1413 At Page 271 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.
L. SHANNON
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement re: construction of living unit. Being Document No. 341124.

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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, L. M. Shirley is, the owner of Lot 1 & 2 Block 16, of Ocean Beach;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of October, by L. M. Shirley that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Ebers at Corner of Bermuda, adjacent to the above described property, bind him to, and he does hereby by these presents agree, to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

L. M. SHIRLEY
4964 Bermuda St.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 17 day of Oct., A.D. Nineteen Hundred and forty-two before me, William G. Dilts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. M. Shirley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

WM. G. DILTS

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
June 10, 1944.

RECORDED OCT 28 1942 30 Min. Past 3 P.M. In Book 1418 At Page 342 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.
O. PRYOR

Copyist County Recorder's Office, S.D., County, Calif.

I HEREBY approve the form of the foregoing agreement this 22nd day of October, 1942.

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 Curb Removal Agreement from L. M. Shirley to the City of San Diego. Being Document No. 341128.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilbig Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Wm. J. Glasson is, the owner of Lot 45-46-47-48 Blk. Block 95, of Manasse & Schillers Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 20 day of October, 1942, by Wm. J. Glasson that he will, for and in consideration of the permission granted to remove 12 feet of curbing on Crosby between Main & Newton & 12 feet of curbing on Newton between Crosby & Dewey, 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.

And 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.

Wm. J. GLASSON
2000 Main St. San Diego.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 20 day of Oct., A.D. Nineteen Hundred and Forty-two, before me, Emma Geradehand, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wm. J. Glasson 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.

EMMA GERADEHAND

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Oct. 28, 1945.

I HEREBY approve the form of the foregoing agreement this 22nd day of October, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED OCT 28 1942 30 Min. past 3 P.M. In Book 1412 At Page 385 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.

PEARL M. ROSS

Copyist County 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 Wm. J. Glasson to the City of San Diego. Being Document No. 341129.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilky 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 Director of War Housing for the San Diego War Housing Commission; and

WHEREAS, pursuant to such authorization, the City Manager heretofore, to-wit, On July 29, 1941, on October 9, 1941, on January 28, 1942, May 11, 1942, and July 11, 1942, entered into contracts with George B. White for his services as Director of War Housing, which said contracts terminated, respectively, on October 31, 1941, January 31, 1942, April 30, 1942, June 30, 1942, and September 30, 1942; and

WHEREAS, the San Diego War Housing Commission and the City Manager desire to continue the services of said George B. White, as Director of War Housing, for an additional period of one (1) month, beginning October 1, 1942, and terminating October 31, 1942; and

WHEREAS, said George B. White is desirous of serving as Director of War Housing under the rules and regulations of the San Diego War 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) for the period beginning October 1, 1942, and ending October 31, 1942, in two equal payments of One Hundred Twenty-five Dollars (\$125.00). The first payment hereunder shall be and become due October 20, 1942, and the second payment hereunder shall be and become due on or before the 5th day of November, 1942.

Failure of first party to make payment, as hereinabove provided, 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 War 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 War 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 War 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.

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 26th day of October, 1942.

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 21 day of October, 1942.

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 George B. White. Being Document No. 341145.

FRED W. SICK

City Clerk of the City of San Diego, California

By Helen M. Wilky Deputy.

PROJECT AGREEMENT - 1941-43 BIENNIIUM

SECOND SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between The City of San Diego, hereinafter referred to as the City, and the Department of Public Works of the State of California, hereinafter referred to as the Department,

WITNESSETH, THAT, WHEREAS, a first supplemental memorandum of agreement for expenditure of funds accruing during the biennium ending June 30, 1943, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed

by the City December 10, 1941, and by the Department December 19, 1941, providing for the work described herein as projects 42(a), 42(b), 43, 44, 45, 46, 47, 48 and 49; 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 under projects 43 and 45 to actual expenditures; to reduce the funds programmed for contingencies under project 46; and to provide funds for the work hereinafter described as project 50;

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		
	Rt. 12	14.80	Paint traffic stripes	(City Funds)
	Rt. 77	0.25		
	Rt. 200	5.72		
42(a)	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 July 1, 1941, to June 30, 1943	\$ 20,000.00
	Rt. 12 (portion)	4.34		4,340.00
	Rt. 200 (portion)	0.38		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	8,553.86
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	0.00
(b)	Work by Department		Construction	17,220.08
46	Contingencies:			10,000.00
(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
50	Pacific Highway, Rt. 2, from Tecolote Cr. to 1/2 mile north of Balboa Ave.	3.16	Resurface and seal	22,230.45
			Total	\$341,869.39

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, Secondary. Fairmount Avenue, from El Cajon Avenue, Route 12, to north city limits at Monroe Avenue; a length of approximately 0.25 mile.

Route 200, Secondary (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, Secondary (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 provision 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 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, 49 and 50, 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, 49 and 50, 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, 49 and 50, 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
" by reversion from project 32	1,511.11
" under project 35	78.59
" " " 38	2,346.03
" " " 40	14.16
" " " 41	765.22
" " 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	329,390.00
Total	\$ 350,781.92

The amount of \$341,869.39 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 \$10,000.00 provided for contingencies under project 46 is applicable to defray the cost of additional projects of 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 will pay the cost of the work described in projects 42(b), 43, 44, 45(b), 46(a), 47, 48, 49 and 50, 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).

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, 50, 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 highway 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 13th day of October, 1942, and the Department on the 20th day of October, 1942.

Approval recommended:
L.V.CAMPBELL
Engineer of City and Co-
operative Projects

CITY OF SAN DIEGO
By WALTER W. COOPER, City Manager

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By G.T.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 Second Supplemental Memorandum of Agreement for State Highways. Being Document No.341221.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten 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 21st day of October, 1942.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon MIDWAY DRIVE, between Rosecrans Street and the northwesterly line of Pueblo Lot 240 produced southwesterly to its intersection with the southwesterly line of Midway Drive, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO GAS & ELECTRIC COMPANY, Principal.
By A.E.HOLLOWAY
Vice President in Charge of Sales

(SEAL) ATTEST:
J. A. CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By L. E. MIDGLEY
Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON,
Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 21st day of October, in the year nineteen hundred forty-two, 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 L.E. Midgley, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of the Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 31st day of October, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77543 passed and adopted on the 6th day of October, 1942, 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.
By AUGUST M. WADSTROM
Deputy.

CONTRACT FOR STREET LIGHTING.
MIDWAY DRIVE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 10th day of November, 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 MIDWAY DRIVE, between Rosecrans Street and the north-westerly line of Pueblo Lot 240 produced southwesterly to its intersection with the south-westerly 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, 1942, to-wit, to and including September 30, 1943.

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 23, 1942, 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.

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales.

(SEAL) ATTEST:
J. A. CANNON, Secretary

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
H. DeGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
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 31st day of October, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S.D. Gas & Elect. Co. for Midway Drive Lighting Dist. No. 1. Being Document No. 341252.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Fadden Deputy.

PREFERENTIAL, NON-EXCLUSIVE USE AND
OCCUPANCY PERMIT.

THIS PERMIT AGREEMENT, made this 21st day of July, 1942, between THE CITY OF SAN DIEGO, acting by and through the Director of Parks thereof, hereinafter sometimes designated as the "City," party of the first part, and SAN DIEGO HISTORICAL SOCIETY, a corporation, party of the second part, WITNESSETH:

THAT WHEREAS, the building known as Junipero Serra Museum located in Presidio Park, in The City of San Diego, was constructed by George W. Marston and given to The City of San Diego, together with the lands embraced within said Presidio Park; and

WHEREAS, at the time of such gift it was the desire of the donor that the San Diego Historical Society should enjoy a preferential non-exclusive occupancy of said building and act as the agency for collecting and conserving the historical records of the Southwest for the education and enjoyment of the public; and

WHEREAS, said San Diego Historical Society is a non-commercial, non-profit organization engaged in educational and historical activities, as hereinabove stated, which activities are of great value to The City of San Diego;

NOW, THEREFORE, in consideration of the covenants and agreements to be kept and performed by the party of the second part, and upon the terms and conditions and for the purposes, all as hereinafter contained, the City does hereby grant to the party of the second part a revocable, preferential, but non-exclusive, permit for the use and occupancy of that certain building located in Presidio Park, in The City of San Diego, known as the Junipero Serra Museum.

This permit is granted upon the following terms and conditions, and the party of the second part, in consideration of the granting thereof, hereby covenants and agrees that it will faithfully keep, perform and in all respects be bound by each and every such term and condition, to-wit:

(1) That said building shall be used as headquarters for said San Diego Historical Society and the housing therein of the Society's records, research library and collection of historical objects for public use and enjoyment.

(2) Party of the second part shall save the City harmless from any claim for damage or injury to person or property that may result from such occupancy.

(3) That the City shall not be required to incur any expense or obligation to improve, repair or reconstruct any portion of the building or portion thereof covered by this permit; and 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 Director, make any repairs of damage or depreciation resulting from the occupancy.

(4) Party of the second part shall pay to the City for such use and occupancy the sum of _____ Dollars (\$_____).

(5) That the party of the second part shall be required to pay, and shall be responsible for, all charges for light and heat furnished for or by reason of such occupancy.

(6) That full jurisdiction and control of the premises covered by this permit shall be and remain in the Park Department, and this permit shall be revocable at any time and at the uncontrolled discretion of the Park Department.

(7) That the general public shall not be wholly or permanently excluded from the building or portion of building covered by this permit; provided, however, that reasonable restrictions may be made, consistently with the right of the public to the use and enjoyment of the park and the building therein, to enable the party of the second part to use the premises for the purposes for which the same are allocated. Any such restrictions shall, before the same are put into effect, be submitted to and receive the written approval of the Park Department.

IN WITNESS WHEREOF, this permit is executed by The City of San Diego, acting by and through the Park Director of said City, party of the first part, and the party of the second part has caused this instrument to be executed and its corporate name and seal to be hereunto attached, by its proper officers thereunto duly authorized, the day and year first above written.

THE CITY OF SAN DIEGO
By W. ALLEN PERRY, Park Director

SAN DIEGO HISTORICAL SOCIETY
By LEROY A. WRIGHT

APPROVED:
WALTER W. COOPER, City Manager.

The foregoing Preferential, Non-exclusive Use and Occupancy Permit was ratified, confirmed and approved by a majority of the members of the Council of the City of San Diego, pursuant to resolution No. 77268, duly adopted by said Council on the 21st day of July, 1942.

I hereby approve the form of the foregoing Preferential, Non-exclusive Use and Occupancy Permit this 20th day of July, 1942.

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 Use and Occupancy Permit to S.D. Historical Society for use of Junipero Serra Museum. Being Document No. 341272.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy.

REVOCABLE PERMIT

WHEREAS, the City of San Diego, California, has made application for permission to construct, operate and maintain a sewer line under and across certain land forming a part of the Destroyer Base, San Diego, and certain lands under acquisition for expansion of said Destroyer Base, and

WHEREAS, the installation, operation and maintenance of said facility will not interfere with Naval activities and will be of mutual benefit to the parties hereto:

NOW, THEREFORE, in consideration of the foregoing, the United States of America, represented by the Chief of the Bureau of Yards and Docks, Navy Department, acting under the direction of 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, permission to construct, operate and maintain a sewer line under and across lands forming a part of the Destroyer Base, San Diego, and lands being acquired for expansion of the Destroyer Base, at the location and in accordance with the details shown on print of a drawing bear-

ing the legend, "City of San Diego - Engineering Department, Drawing Number 2626-B, dated July 16, 1942", annexed hereto and made a part hereof, and more fully and particularly described as follows:

PARCEL 1. A portion of the United States Destroyer Base property in San Diego, California, lying within the limits of Vesta Street, as shown on the Map of the Subdivision of Pueblo Lot 1168, according to the Partition Map thereof No. 160, filed in the office of the County Recorder of San Diego County, California, and lying between the southwesterly line of the right-of-way, 100 feet in width, of the San Diego and Arizona Eastern Railway Company, as said railway right-of-way is located and established on the ground, and the northeasterly line of the right-of-way, 100 feet in width, of the Atchison, Topeka and Santa Fe Railway Company, as said railway right-of-way is located and established on the ground, said parcel of land being more particularly described as follows, to-wit:

A strip or parcel of land ten feet in width, five feet on each side of the following described center line:

Beginning at the point of intersection of the said southwesterly line of the right-of-way of the San Diego and Arizona Eastern Railway Company with a line parallel to and distant seven feet southeasterly from the northeasterly prolongation of the northwesterly line of said Vesta Street; thence southwesterly along said parallel line to an intersection with the said northeasterly line of the right-of-way of the Atchison, Topeka and Santa Fe Railway Company; Also

PARCEL 2: An easement or permit over, along, across, under and in a strip or parcel of land being a portion of the United States Destroyer Base property at San Diego, California, lying within Lots 26, 27 and 28 in Block 110, as shown on the Map of Subdivision of Pueblo Lot 1168, according to the Partition Map thereof No. 160 filed in the office of said County Recorder, and in a portion of "N" Avenue, now known as Jutewood Street, as shown on said map, said parcel of land being more particularly described as follows, to-wit:

A strip or parcel of land ten feet in width, five feet on each side of the center line which is described as follows:

Beginning at the point of intersection of the said southwesterly line of the right-of-way of the San Diego and Arizona Eastern Railway Company with a line parallel to and distant seven feet southeasterly from the northeasterly prolongation of the northwesterly line of said Vesta Street; thence southwesterly along said parallel line a distance of 105.00 feet to a point of a tangent curve, concaved northerly, having a radius of 150.00 feet, said point of tangency being distant 35.72 feet northeasterly from the northeasterly line of said Jutewood Street measured along said parallel line; thence southwesterly along the arc of said curve a distance of 47.18 feet to a point on the southwesterly line of the right-of-way of the Atchison, Topeka and Santa Fe Railway Company, said point being also on the northeasterly line of the highway, 120.00 feet in width, to be known as Harbor Drive, the TRUE POINT OF BEGINNING; thence continuing southwesterly, westerly and northwesterly along the arc of said curve, to the point of intersection with the westerly line of that certain strip of land, 20.00 feet in width, deeded to the Atchison, Topeka and Santa Fe Railway Company for a spur-track by deed of the Kelco Company of Delaware, dated November 29, 1930, and recorded in the office of said County Recorder in Book of Deeds No. 1837, at page 363; thence continuing northwesterly along the arc of said curve to a point on the southwesterly line of said highway, 120.00 feet in width, to be known as Harbor Drive.

The side lines of said strip or parcel of land shall be prolonged or shortened so as to terminate in the northeasterly line of said highway to be known as Harbor Drive and in the westerly line of that strip of land deeded to the said Atchison, Topeka and Santa Fe Railway Company for a spur-track purpose.

Insofar as this permit covers lands in process of acquisition, it will become effective for the various parcels concerned at the time or times title to such land is vested in the Federal Government.

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, and in that connection it is understood that such land covered by this permit shall be vacated when its use is desired by the Permittor.
2. It is understood by the parties hereto, that the Permittee shall, at its sole cost and expense, install and maintain the aforesaid facility.
3. The Permittee is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land of the United States of America.
4. 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 the provisions and conditions contained herein shall apply to such substituted Permittee.
5. In the installation, operation and maintenance of said facility the Permittee shall be subject to such rules and regulations, consistent with the provisions herein granted to it, 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 installation, operation and maintenance of said facility, shall likewise be covered by such rules and regulations, and the Permittee undertakes that no work shall be done without complying with all applicable laws of the State of California and the United States of America.
6. Upon termination of this permit, the Permittee, at its sole cost and expense and within a reasonable time after receipt of notice thereof, shall have the right to and shall remove its facility and shall restore the Permittor's land as nearly as practicable to its original condition if so requested by Permittor. In case of failure to do so, any expense incurred by the Permittor, after termination of this permit in removing the property of the Permittee and restoring the land covered by this permit to its original condition, will be reimbursed to the Permittor by the Permittee upon demand.
7. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property in connection with the installation, operation and maintenance of the aforesaid facility, occasioned in whole or in part by acts or omissions of the Permittee, its agents, employees or servants, the Permittee agrees to indemnify and save harmless the Permittor from and against any loss, expense, liability, claims or demands to which the Permittor may be subject as a result of such death, injury, loss, destruction or damage.

8. No Member of or Delegate to Congress, nor any person holding any office or appointment under the Navy Department is or 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.

9. In all matters in connection with this permit, requiring the approval or action of the Secretary of the Navy, the Commandant, Eleventh Naval District, San Diego, California, is hereby designated and empowered to act as the local representative of the Navy Department.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 26th day of October, 1942.

UNITED STATES OF AMERICA

By JOHN JOHNSON

By Direction The Chief of the Bureau of Yards and Docks, Navy Department, 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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable permit from U.S.A. for sewer line across Destroyer Base. Being Document No. 341313.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fanning 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 TWO HUNDRED TWENTY-FOUR DOLLARS (\$224.00), 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 3rd day of November, 1942.

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, WHITTIER STREET, XENOPHON STREET, YONGE STREET, EDITH LANE, PLUM STREET, WILLOW STREET, within the limits and as particularly described in Resolution of Intention No. 77250, adopted July 14, 1942, 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 President in Charge of Sales

(SEAL) ATTEST:

C. C. MAY, Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety

By L. E. MIDGLEY

Resident Vice-President.

(SEAL) ATTEST:

E. L. TOLSON

Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 3rd day of November, in the year nineteen hundred forty-two, 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 L. E. Midgley, 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.

Notary Public in and for said San Diego County,
State of California

(SEAL)

I hereby approve the form of the foregoing Undertaking this 7th day of November, 1942.

JACOB WEINBERGER, City Attorney

By THOMAS J. FANNING, Deputy City Attorney

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 77580 passed and adopted on the 20th day of October, 1942, require and fix the sum of \$56.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of the City of San Diego.

(SEAL)

CONTRACT FOR STREET LIGHTING
ROSEVILLE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 10th day of November, 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 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, 1942, to-wit, to and including October 14, 1943.

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 28, 1942 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 Dollars (\$224.00) 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 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 Dollars (\$224.00) 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 Twenty-four Dollars (\$224.00).

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 President in Charge of Sales

(SEAL) ATTEST:
C. C. MAY
Assistant Secretary.

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
H. DeGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
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 7th day of November, 1942.

JACOB WEINBERGER, City Attorney
By THOMAS J. FANNING, Deputy City Attorney.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract covering Roseville Lighting District No. 1. Being Document No. 341332.

FRED W. SICK
City Clerk of the City of San Diego, California

By Frances T. Fanning Deputy.

CONTRACT PERMIT

Number 999175

October 29, 1942.

Permission is hereby requested by SOUTHERN CALIFORNIA TELEPHONE COMPANY to place, mount, install, maintain, operate, repair, remove, and inspect its cable, circuits, fixtures, and appliances, as shown by drawing attached hereto and made a part hereof in conduit of FIRE DEPARTMENT OF THE CITY OF SAN DIEGO. Commencing Nov. 1, 1942.

At an annual rental of \$116.30 at 10 cents per duct foot. It is hereby agreed: THAT any and all attachments to said poles shall be placed and maintained in accordance with reasonable standards for such construction, and that all plant of either party shall be erected and maintained in accordance with all state and municipal laws and regulations applicable thereto.

THAT each party hereto shall, at its own sole risk, cost, and expense, place and maintain in good order, repair, and condition, its plant upon said poles, and shall promptly replace or repair any of its defective plant thereon when notified so to do in writing by the other party.

THAT Licensor will not place or maintain, or permit to be placed or maintained on said poles any wires or appliances unduly exposed to electrical contact with or inductive interference from circuits carrying voltages exceeding 5000 volts without first notifying the telephone company in order to allow it a reasonable time to appropriately rearrange its cable, wires, circuits, or any other of its said plant.

THAT each party shall indemnify and save harmless the other party from any and all loss, damage, and liability, including liability to third persons, caused by any negligence or wrong doing on the part of the former or by its neglect to perform any of its covenants herein contained.

THAT this agreement may be terminated by either party at any time upon ninety (90) days' previous notice in writing to the other, and in the case of such termination, the Telephone Company shall remove its plant within said ninety (90) days after said notice at its own risk and expense. In case of termination before expiration of any period for which the charges shall have been paid, the Licensor shall refund the Telephone Company the amount prepaid for the unexpired term.

Estimate 6840.

SOUTHERN CALIFORNIA TELEPHONE COMPANY
By J.A. CARLTON, Right of Way Supervisor
By Wm. RANDALL, for Division Plant Engineer
By C. C. FRISBIE, Division Commercial Manager

The above permission is hereby granted.
THE CITY OF SAN DIEGO
By WALTER W. COOPER, City Manager

*Cross out wires or cables

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract Permit with So. Calif. Tel. Co. for use of fire department duct in Harbor Drive. Being Document No. 341344.

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, GOODWILL INDUSTRIES OF SAN DIEGO COUNTY are the owners of Lots D and 1/2 C, Block 114, Horton's Addition, and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 16th day of October, by GOODWILL INDUSTRIES OF SAN DIEGO COUNTY that they will, for and in consideration of the permission granted them to remove 14 feet of curbing on Fourth 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.

GOODWILL INDUSTRIES OF SAN DIEGO COUNTY further agree that this agreement shall be binding on their successors, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GOODWILL INDUSTRIES OF SAN DIEGO COUNTY
By OLIN W. GILLESPIE, Mgr.
402 Fifth Ave., San Diego

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 16th day of October, A.D. Nineteen Hundred and Forty-Two, before me, Geo. A. Sharpe, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Olin W. Gillespie and known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

GEO. A. SHARPE

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Oct. 22, 1945.

RECORDED NOV 6 1942 30 Min. past 3 P.M. In Book 1426 At Page 470 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.
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 Goodwill Industries of San Diego County. Being Document No. 341191.

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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Roman Catholic Bishop of San Diego, a corporation sole is the owner of Lot 2, Block 4, of Roseville;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of Oct., 1942, by Roman Catholic Bishop of San Diego, a Corp. sole that they will, for and in consideration of the permission granted to remove 26 feet of curbing on Canon St., between 1140 Evergreen St. & Willow St., and 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.

And further agree that this agreement shall be binding on Owners, ourselves, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ROMAN CATHOLIC BISHOP OF SAN DIEGO
By LAWRENCE FORRISTAL
1140 Evergreen St.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 24th day of October, A.D. Nineteen Hundred and Forty-two before me, Thomas M. Reardon, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lawrence Forristal known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

THOMAS M. REARDON
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Dec. 12, 1944.

I HEREBY approve the form of the foregoing agreement this 29 day of October, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED NOV 6 1942 30 Min. past 3 P.M. In Book 1426 At Page 473 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.
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 Roman Catholic Bishop of San Diego. Being Document No. 341205.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, The Sanitary Laundry Co., is the owner of Lot 3 Sherman's Addition, Block 20, of Sherman's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of October, 1942, by The Sanitary Laundry Co., that we will, for and in consideration of the permission granted to remove 12 feet of curbing on 15th Street between Island Avenue and J Street, adjacent to the above described property, bind us to, and our hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs s 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.

And further agree that this agreement shall be binding on The Sanitary Laundry 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.

THE SANITARY LAUNDRY CO.
By A. Q. IRWIN, Secy.
472 16th Street, San Diego, Calif.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 30th day of October, A.D. Nineteen Hundred and forty-two, before me, Harry McKinley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A.Q. Irwin known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS HEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

HARRY MCKINLEY
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
April 2, 1946.

I HEREBY approve the form of the foregoing agreement this 2nd day of November, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED NOV 6 1942 30 Min. past 3 P.M. In Book 1426 At Page 474 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.
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 The Sanitary Laundry Co. Being Document No. 341259.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Padden Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, L. B. Butterfield is the owner of Lots 37 to 41, Block 98, of San Diego Land & Town;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of November, by L. B. Butterfield that he will, for and in consideration of the permission granted to remove 25 feet of curbing on Newton (S. side) between Sampson and Sicard, 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 myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

L. B. BUTTERFIELD
2155 Newton Avenue

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 4th day of November, A.D. Nineteen Hundred and 42, before me, Naomi Kollertz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. B. Butterfield known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

NAOMI KOLLERTZ
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
Sept. 16, 1944.

I HEREBY approve the form of the foregoing agreement this 5 day of November, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED NOV 6 1942 30 Min. past 3 P.M. In Book 1426 At page 469 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.
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 L. B. Butterfield. Being Document No. 341314.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Padden Deputy.

A G R E E M E N T

WHEREAS, Maria M. Castorena is the Owner of Lots 10 & 11, Block 197, Unévisty Heights, and,

WHEREAS, the provisions of Ordinance No. 837 (New Seires) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace 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 October, by Maria M. Castorena that she will, for and in consideration of the permission granted her to remove 17 feet of curbing on Alabama St. adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

Maria M. Castorena 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.

MARIA M. CASTORENA
3857 Alabama St.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 20 day of October, A.D. Nineteen Hundred and 1942, before me, Fern G. Lichty, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Maria M. Castorena 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,
Sep. 30 '43.

FERN G. LICHTY
Notary Public in and for the County of San Diego,
State of California,

Approved as to form this 14th day of November, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy.

RECORDED NOV 17 1942 36 Min. past 3 P.M. In Book 1428 At Page 214 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.
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 Maria M. Castorena. Being Document No. 341407.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Parnell Deputy.

KNOW ALL MEN BY THESE PRESENTS, That RAY C. SPARLING, 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 _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED SEVENTY-THREE DOLLARS (\$473.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of July, 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:

1 - 42" Sparling main-line water meter,
in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFOR, 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:
K.G. EATON, Notary Public
My Commission Expires,
December 30, 1944.

RAY C. SPARLING, Principal

(SEAL)

THE FIDELITY AND CASUALTY
COMPANY OF NEW YORK
By JOHN C. CAIN, Attorney

STATE OF CALIFORNIA,)
COUNTY OF LOS ANGELES,) ss

On this 29th day of July in the year One Thousand Nine Hundred and forty-two before me Freda M. Cady a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared John C. Cain 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 Los Angeles, the day and year in this certificate first above written.

(SEAL)
My Commission Expires,
5/26/46.

FREDA M. CADY
Notary Public in and for the County of Los Angeles,
State of California.

I hereby approve the form of the within Bond, this 16th day of November, 1942.

JACOB WEINBERGER, City Attorney
By H. B. DANIEL, Asst. City Attorney.

I hereby approve the foregoing bond this 14th day of November, 1942.

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 July, 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 RAY C. SPARLING, 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 - 42" Sparling main-line water meter, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338982.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

ONE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$1890.00). Said price includes the California State Sales Tax.

Delivery: Sixty (60) days from receipt of executed contract with priority of A-1-J or as may be required.

Said contractor agrees to complete said delivery on or before the ____ day of _____, 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 Ninety Dollars (\$1890.00), 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. 77225 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.

RAY C. SPARLING, Contractor.

(SEAL) ATTEST:
K.G.EATON - Notary Public
My Commission Expires,
December 30, 1944.

I hereby approve the form and legality of the foregoing contract this 16th day of November, 1942.

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 Ray C. Sparking for 42" water meter for Murray Pipeline. Being Document No. 341417.

FRED W. SICK
City Clerk of the City of San Diego, California.

By Francis T. Eaton Deputy.

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FOUR HUNDRED SIX DOLLARS (\$1406.00), 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 July, 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:

1 - 30" Nordstrom, lubricated tapered plug Venturi type valve, for shut-off service in 42" pipe line, flow in either direction, static head 330 feet, 125# flanges, #1169; and

2 - 30" Nordstrom, lubricated tapered plug Venturi type valves, static head 660 feet, 250# flanges, #1269;
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:
ARTHUR F. H. WRIGHT

MISSION PIPE & SUPPLY COMPANY, Principal.
PAUL O. VANCE, Pres.

(SEAL) ATTEST:
G. GORDON HURLBURT

HARTFORD ACCIDENT AND INDEMNITY COMPANY, Surety
M. SHANNON, Attorney-in-Fact.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 20th day of July, before me, MARSTON BURNHAM, in the year one thousand nine hundred and forty-two, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. Shannon 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 M. SHANNON duly acknowledged to me that he subscribed the name of the HARTFORD ACCIDENT AND INDEMNITY COMPANY thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California.

(SEAL)
My Commission Expires
April 27, 1946.

I hereby approve the form of the within Bond, this 16th day of November, 1942.
JACOB WEINBERGER, City Attorney
By H. B. DANIEL, Asst. City Attorney

I hereby approve the foregoing bond this 14th day of November, 1942.
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 20th day of July, 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 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:

1 - 30" Nordstrom, lubricated tapered plug Venturi type valve, for shut-off service in 42" pipe line, flow in either direction, static head 330 feet, 125# flanges, #1169; and

2 - 30" Nordstrom, lubricated tapered plug Venturi type valves, Static head 660 feet, 250# flanges, #1269;

all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 338981.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

1 - 30" Nordstrom valve, #1169. \$ 1115.39
2 - 30" Nordstrom valves, #1269 \$ 5621.24

Said prices include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the ___ day of ___ 1942, conditioned upon receipt of A-2 or better Priority Rating.

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 Seven Hundred Thirty-six and 63/100 Dollars (\$6736.63), 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. 77240 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:
ARTHUR F.H. WRIGHT

MISSION PIPE & SUPPLY COMPANY, Contractor.
PAUL O. VANCE, Pres.

I hereby approve the form and legality of the foregoing contract this 16th day of November, 1942.

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 Mission Pipe & Supply Co. for 30" valves for Murray Pipeline. Being Document No. 341418.

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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Frederick D. Powers is the owner of Lot F, Block 400, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16 day of November, by Frederick D. Powers that he will, for and in consideration of the permission granted to remove 8 feet of curbing on Hawk between Thorn and Upas, 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.

And 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.

FREDERICK D. POWERS

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 17 day of November, A.D. Nineteen Hundred and forty two, before me, Gertrude Vill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frederick D. Powers known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in _____, County of San Diego, State of California, the day and year in this certificate first above written.

GERTRUDE VILL
Notary Public in and for the County of San Diego,
State of California.

(SEAL)

I HEREBY approve the form of the foregoing agreement this 18th day of November, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED NOV 20 1942 25 Min. past 4 P.M. In Book 1437 at Page 122 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 Frederick D. Powers. Being Document No. 341453.

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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Brock-Brady Co. are the owners of Lot 16, Block 20, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of November, 1942, by Brock-Brady Co. that they will, for and in consideration of the permission granted to remove 18 feet of curbing on 4954 Foothill between Beryl & Loring Sts., and adjacent to the above described property, bind them to, and they hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of the City of San Diego.

And further agrees that this agreement shall be binding on Brock-Brady Co., Brock-Brady Co., 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.

BROCK-BRADY CO.
By MARGUERITE Y. VAUGHT, Asst.-Sec.
1717 University Ave.

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 17th day of November, A.D. Nineteen Hundred and forty-two, before me, H. L. Pfaff, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Marguerite Y. Vaught, Ass't. Secy., 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.

H.L.PFAFF

Notary Public in and for the County of San Diego,
State of California.

(SEAL)

My Commission Expires,
Sept. 25, 1945.

I HEREBY approve the form of the foregoing agreement this 18th day of November, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED NOV 20 1942 26 Min. past 4 P.M. In Book 1437 at Page 123 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 Brock-Brady Co. Being Document No. 341454.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Jones Deputy.

L E A S E

BETWEEN CITY OF SAN DIEGO, A MUNICIPAL
CORPORATION AND THE UNITED STATES OF
AMERICA

1. THIS LEASE, made and entered into this 15th day of September, in the year one thousand nine hundred and Forty-two by and between City of San Diego, A Municipal Corporation whose address is Civic Center, San Diego, California 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: All that certain real property situate in the City of San Diego, County of San Diego, State of California, and particularly described as follows, to-wit:

Lots numbered 85, 86, 87 and 88 of Addition No. 1 to City Gardens, City of San Diego, County of San Diego, State of California, as shown on Map No. 1443, and filed in the office of the County Recorder on May 22, 1912.

Located at the Southeast intersection of Pritchard Street and Spencer Avenue.
Vacant Lots

Containing 34,800 square feet.

to be used exclusively for the following purposes (see instruction No. 3):

Tactical Position

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning September 15, 1942 and ending with June 30, 1943.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One and no/100 (\$1.00) dollars per annum. Receipt whereof hereby acknowledged, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least 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 6 months after the termination of the present emergency.

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 and no/100 (\$1.00) dollars per annum. Receipt whereof hereby acknowledged.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted; Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government 7 days before the termination of the lease.

9. _____
10. _____

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The Government reserves the right to cancel this lease any renewal thereof by giving the Lessor ten days advance written notice.

Paragraph 12 inserted prior to execution.

Paragraphs 9 and 10 deleted prior to execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:
FRED W. SICK, City Clerk
San Diego, Calif.

CITY OF SAN DIEGO, Lessor.
By WALTER W. COOPER, City Manger

UNITED STATES OF AMERICA,
By R.B.DAUGHERTY, Captain,
Corps of Engineers, Contracting Officer

(If Lessor is a corporation, the following certificate shall be executed by the Secretary or assistant secretary.)

I, Fred W. Sick, certify that I am the City Clerk of the corporation named as Lessor in the attached lease; that Walter W. Cooper, who signed said lease on behalf of the Lessor, was then City Manager of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.
(SEAL)

FRED W. SICK

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE.

1. This standard form of lease shall be used whenever the Government is the lessee of real property; except that when the total consideration does not exceed \$100 and the term of the lease does not exceed 1 year the use of this form is optional. In all cases where the rental to be paid exceeds \$2,000 per annum the annual rental shall not exceed 15 per centum of the fair market value of the rented premises at the date of lease. Alterations, improvements, and repairs of the rented premises by the Government shall not exceed 25 per centum of the amount of the rent for the first year of the rental term or for the rental term if less than 1 year.

2. The lease shall be dated and the full name and address of the lessor clearly written in paragraph 1.

3. The premises shall be fully described, and, in case of rooms, the floor and room number of each room given. The language inserted at the end of article 2 of the lease should specify only the general nature of the use, that is, "office quarters," "storage space," etc.

4. Whenever the lease is executed by an attorney, agent, or trustee on behalf of the lessor, two authenticated copies of his power of attorney, or other evidence to act on behalf of the lessor, shall accompany the lease.

5. When the lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name, followed by the name of the partner signing the same.

6. Where the lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the lease on its behalf, duly attested, and, if requested by the Government, evidence of his authority so to act shall be furnished.

7. Under paragraph 6 of the lease insert necessary facilities to be furnished, such as heat, light, janitor service, etc.

8. There shall be no deviation from this form without prior authorization by the Director of Procurement, except--

(a) Paragraph 3 may be drafted to cover a monthly tenancy or other period less than a year.

(b) In paragraph 5, if a renewal for a specified period other than a year, or for a period optional with the Government is desired, the phrase "from year to year" shall be deleted and proper substitution made. If the right of renewal is not desired or cannot be secured paragraph 5 may be deleted.

(c) Paragraph 6 may be deleted if the owner is not to furnish additional facilities.

(d) If the premises are suitable without alterations, etc., paragraph 8 may be deleted.

(e) Paragraph 9 provides that the lessor shall, "unless herein specified to the contrary, maintain the said premises in good repair, etc." A modification or elimination of this requirement would not therefore be a deviation.

(f) In case the premises consist of unimproved land, paragraph 10 may be deleted.

(g) When executing leases covering premises in foreign countries, departure from the standard form is permissible to the extent necessary to conform to local laws, customs, or practices.

(h) Additional provisions, relating to the particular subject matter mutually agreed upon, may be inserted, if not in conflict with the standard provisions, including a mutual right to terminate the lease upon a stated number of days' notice, but to permit only the lessor so to terminate would be a deviation requiring approval as above provided.

9. When deletions or other alterations are permitted specific notation thereof shall be entered in the blank space following paragraph 11 before signing.

10. If the property leased is located in a State requiring the recording of leases in order to protect the tenant's rights, care should be taken to comply with all such statutory requirements.

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS (Suggest Form)

Location: San Diego, California

Date: September 15, 1942.

This record to be appended to and made a part of an agreement entered into between the United States of America and the undersigned; owner of the property hereinafter identified.

1. IDENTITY OF PROPERTY: Located at the Southeast intersection of Pritchard Street and Spencer Avenue.

2. AREA USED: BUILDING: -----

LAND: 34,800 sq.ft.

TOTAL: 34,800 sq.ft.

3. TYPE BUILDING: -----

FLOORS: -----

WALLS: -----

CEILINGS: -----
 STAIRS: -----
 PLUMBING: -----
 ROOF: -----
 EXTERIOR SIDES: -----

4. FENCING: None Amount ----- Type -----
 5. CROPS: None
 6. OTHER IMPROVEMENTS: None

7. REMARKS: VACANT LOTS - Irregular river bottom land. Washouts caused by high water and changing river-bed. Acquired by the City for a part of a flood control project. No cover crops, no trees.

CITY OF SAN DIEGO
 WALTER W. COOPER, City Manager
 Owner or Agent.
 Civic Center, San Diego, California
 Address

M. D. CHAPMAN
 Officer of Using Agency
 1st Lt. Btry. F. 204th CA (AA)
 Rank and Organization

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with U.S.A. covering lands in Addition No. 1 to City Gardens at Spencer & Pritchard. Being Document No. 341470.

FRED W. SICK
 City Clerk of the City of San Diego, California.

By Francis T. Vanden Deputy.

LEASE
 BETWEEN THE CITY OF SAN DIEGO
 And THE UNITED STATES OF AMERICA

THIS LEASE, entered into this 17th day of March, 1942, 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 a point on the U.S. Bulkhead Line as said Bulkhead Line is now established for the Bay of San Diego distant 1381.81 feet Northwesterly from U. S. Bulkhead Station #300; thence North 70° 50' East a distance of 505.87 feet to the true point or place of beginning; thence North 56° 51' West a distance of 478 feet to a point; thence North 8° 32' 40" East a distance of 312.18 feet to a point on a curve concave to the North having a radius of 1588 feet, the center of said curve bearing North 14° 17' 25" East; thence Southeasterly along the arc of said curve an arc distance of 159.25 feet; thence tangent to said curve South 81° 27' 20" East a distance of 297.90 feet to a point; thence South 76° 12' 45" East a distance of 103.89 feet more or less to the Northwesterly corner of that tideland parcel leased to the U.S. Department of Agriculture, Farm Security Administration on April 10, 1941; thence in a general Southeasterly direction following along the Westerly boundary of said tideland parcel the following courses: South 16° 40' West 249.64 feet, South 71° 47' 40" East 98 feet, South 36° 32' 40" East 374 feet, South 0° 32' 40" East 132 feet, and North 89° 27' 20" East 200 feet to the most Easterly corner of that said parcel leased to the U.S. Department of Agriculture, Farm Security Administration, thence South 0° 32' 40" East a distance of 80.44 feet to the point of beginning of a 95 foot radius curve concave to the Northwest; thence Southwesterly along the arc of said curve an arc distance of 118.35 feet to its point of ending; thence tangent to said curve South 70° 50' West a distance of 97.73 feet to a point; thence at right angles North 19° 10' West a distance of 95 feet to a point; thence at right angles South 70° 50' West a distance of 70 feet to a point; thence at right angles North 19° 10' West a distance of 475 feet to a point; thence at right angles South 70° 50' West a distance of 248.27 feet to the true point or place of beginning containing 324,320 square feet or 7.445 acres of tideland area; excepting therefrom, a restricted area, the same being a 40 foot strip of tideland 10 feet Northeasterly and 30 feet Southwesterly from the center line of a proposed spur track, as shown upon the attached plat marked Exhibit "A", revised January 6, 1942 and more particularly described as follows:

Beginning at the most northerly corner of Parcel #3, thence South 8° 32' 40" West a distance of 20.10 feet to a point thence easterly along the arc of a curve concave to the Northeast, and having a radius of 1608 feet, an arc distance of 118.39 feet to the point of compounding with a curve concave to the Southwest, and having a radius of 289.62 feet the center of which bears South 10° 00' West; thence Southeasterly along the arc of said curve an arc distance of 307.5 feet to a point; thence South 19° 10' East a distance of 322.53 feet to a point; thence North 70° 50' East a distance of 40 feet to a point; thence North 19° 10' West a distance of 322.53 feet to the point of tangency of a curve concave to the Southwest and having a radius of 329.62 feet; thence Northwesterly along the arc of said curve an arc distance of 241.18 feet to a point on the Northerly line of said Parcel #3; thence North 81° 27' 20" West a distance of 68.52 feet to the point of tangency of a curve concave to the North and having a radius of 1588 feet, the center of which bears North 8° 32' 40" East; thence Westerly along the arc of said curve an arc distance of 159.25 feet to the point of beginning, containing an area of 27,299 square feet or 0.627 acres more or less,

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 November 15, 1941, and ending with June 30, 1942.

3. The Government shall pay to the Lessor, as rent for the said premises, the sum of Three Hundred Seventy-One and 28/100 Dollars (\$371.28) 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, 1942, and ending with June 30, 1943, at a rental of Three Hundred Seventy-One and 28/100 Dollars (\$371.28) 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 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.VANDEMAN
EMIL KLICKA
WILLIAM E. HARPER
Members of the Harbor Commission
of the City of San Diego.

THE UNITED STATES OF AMERICA
By LAWRENCE I. HEINKE, JR.
Regional Director

I hereby approve the form of the foregoing lease, this 9th day of February, 1942.
JACOB WEINBERGER, City Attorney
By H.B.DANIEL, Assistant City Attorney

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 5th day of March, A.D. 1942, before me, Zola E. Gartner, a Notary Public in and for the County of San Diego, State of California, personally appeared R.H.VanDeman, Emil Klicka and Wm. E. 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 hereinabove written.

ZOLA E. GARTNER

Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
July 8, 1943.

STATE OF CALIFORNIA,)
CITY AND COUNTY OF (ss
SAN FRANCISCO)

On this 20 day of March, 1942, before me, MARY N. WICKERSHAM, a Notary Public in and for the above county and state, appeared Lawrence I. Heinke, 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 Tideland Lease with U.S. A. Dept. of Agriculture, Farm Security Administration (temporary shelters for workers, students etc.) Being Document No. 341507.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Fatten Deputy.

NOTICE OF CANCELLATION OF CONTRACT

To ALBERT COOK:

You are hereby notified by The City of San Diego, acting by and through its City Manager, that pursuant to and by virtue of Paragraph 5 of that certain contract entered into between The City of San Diego, as first party, and yourself, as second party, dated the 31st day of July, 1942, said contract is hereby terminated, to take effect November 30, 1942.

Dated at San Diego, California, this 24th day of November, 1942.

THE CITY OF SAN DIEGO,
By JOHN A. THORNTON, Acting City Manager.

I HEREBY ACKNOWLEDGE receipt of a copy of the within and foregoing Notice of Cancellation of Contract, and hereby agree to the cancellation thereof.

Dated this 27 day of November, 1942.

ALBERT COOK

I HEREBY APPROVE the form and legality of the foregoing Notice of Cancellation of the Contract this 23rd day of November, 1942.

JACOB WEINBERGER, 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 Notice of Cancellation of Contract with Albert Cook. Being Document No. 341513.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Fatten 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 FOURTEEN DOLLARS (\$614.00), 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 November, 1942.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY HAS ENTERED into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon PACIFIC HIGHWAY, between the northerly line of Broadway and the southerly line of Harasthy Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the Terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO GAS & ELECTRIC COMPANY, Principal
By A.E.HOLLOWAY,
Vice President in Charge of Sales.

(SEAL) ATTEST:
J.A.CANNON, Secretary.

(SEAL) ATTEST:
E.L.TOLSON, Resident Assistant Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By L.E.MIDGLEY, Resident Vice-President

STATE OF CALIFORNIA,) ss
COUNTY OF SAN DIEGO,)

On this 19th day of November, in the year nineteen hundred forty-two, 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 L.E. Midgley, known to me to be the Resident Vice-President and E.L. Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.
(SEAL)

I hereby approve the form of the foregoing Undertaking this 30th day of November, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 77647 passed and adopted on the 10th day of November, 1942, require and fix the sum of \$614.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK
City Clerk of the City of San Diego.
By AUGUST M. WADSTROM
Deputy.
(SEAL)

CONTRACT FOR STREET LIGHTING.
PACIFIC HIGHWAY LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 1st day of December, 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 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, 1942, to-wit, to and including November 4, 1943.

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 15, 1942 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 Fifty-one and 60/100 Dollars (\$2,451.60) 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 Fifty-one and 60/100 Dollars (\$2,451.60), shall be paid out of any other fund than said special fund designated as "Pacific Highway Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Four Hundred Fifty-one and 60/100 Dollars (\$2,451.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

SAN DIEGO GAS & ELECTRIC COMPANY
By A.E.HOLLOWAY
Vice President in Charge of Sales

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE CITY OF SAN DIEGO
By HOWARD B. BARD
FRED W. SIMPSON
H. DeGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
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 30th day of November, 1942.
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 for Pacific Highway Lighting Dist. No. 1. Being Document No. 341540.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy.

UNDERTAKING FOR STREET LIGHTING.
ADAMS AVENUE LIGHTING DISTRICT NO. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED NINETY-EIGHT DOLLARS (\$198.00), 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 November, 1942.

WHEREAS, the above bounden SAN DIEGO GAS & ELECTRIC COMPANY has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon ADAMS AVENUE, between Boundary Street and 36th Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden SAN DIEGO GAS & ELECTRIC COMPANY or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO GAS & ELECTRIC COMPANY, Principal
By A.E.HOLLOWAY
Vice President in Charge of Sales

(SEAL) ATTEST:
J.A.CANNON, Secretary.

THE AETNA CASUALTY AND SURETY COMPANY, Surety
By L.E.MIDGLEY
Resident Vice-President

(SEAL) ATTEST:
E.L.TOLSON
Resident Assistant Secretary.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,)ss

On this 19th day of November, in the year nineteen hundred forty-two, 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 L.E.Midgley, known to me to be the Resident Vice-President and E.L.Tolson, known to me to be the Resident Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California.

(SEAL)

I hereby approve the form of the foregoing Undertaking this 30th day of November, 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

I HEREBY CERTIFY that the Council of the City of San Diego did by Resolution No. 77646 passed and adopted on the 10th day of November, 1942, require and fix the sum of \$198.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of the City of San Diego.
By AUGUST M. WADSTROM
Deputy.

CONTRACT FOR STREET LIGHTING ADAMS AVENUE LIGHTING DISTRICT NO. 1.

THIS AGREEMENT, made and entered into this 1st day of December, 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 Adams Avenue, between Boundary Street and 36th Street, in the City of San Diego, California; such furnishing of electric current shall be for a period of one year from and including August 28, 1942, to-wit: to and including August 27, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Adams Avenue Lighting District No. 1", filed August 26, 1942 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 Ninety-two Dollars (\$792.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego 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 Ninety-two Dollars (\$792.00) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Seven Hundred Ninety-two Dollars (\$792.00).

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 President in Charge of Sales

(SEAL) ATTEST:
J.A. CANNON, Secretary

THE CITY OF SAN DIEGO
By HOWARD B. BARD
FRED W. SIMPSON
H. DeGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
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 30th day of November, 1942.

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 for Adams Avenue Lighting Dist. No. 1. Being Document No. 341541.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy.

AGREEMENT BETWEEN THE ATCHISON,
TOPEKA AND SANTA FE RAILWAY COM-
PANY, STATE OF CALIFORNIA, ACTING
BY AND THROUGH ITS DEPARTMENT OF
PUBLIC WORKS, AND CITY OF SAN DIEGO.

Relating to the construction of an over-pass in the City of San Diego, County of San Diego, State of California, commonly referred to as "Mission Valley overcrossing." Dated Sept. 14th, 1942.

AGREEMENT, Made this 14th day of September, 1942, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, hereinafter called Railway Company, first party, STATE OF CALIFORNIA, acting by and through its Department of Public Works, hereinafter called Department, second party, and CITY OF SAN DIEGO, a California municipal corporation, hereinafter called City, third party.

RECITALS:

The Railway Company owns and operates a line of railroad in and through the State of California.

The Department and the City, in connection with the improvement of a portion of State Highway Route No. 2 (Pacific Highway) (such highways being commonly known and referred to as Military and Naval Access Roads) in the City of San Diego, County of San Diego, State of California, desire to construct, as an integral part of said improvement, a crossing at separated grades on said State Highway, at a point hereinafter designated, so as to pass over, by means of a reinforced concrete viaduct and approaches thereto, hereinafter referred to as the "overpass", the right of way and tracks of the Railway Company, approximately one quarter of a mile north of Rosecrans Street (California Railroad Commission Crossing No. 2-264.2) in said City of San Diego, and have requested permission of the Railway Company so to do. Said overpass is commonly referred to as the Mission Valley crossing.

The Railway Company being willing to give such permission, the parties hereto desire to reduce to writing their understanding and agreement pursuant to which, said overpass is to be located, constructed, maintained and used.

The term "overpass" as used in this agreement shall include the said structure and approaches thereto, all cuts, fills, highways paving, guard rails, drainage, slope paving and necessary track work, changes to telegraph, telephone, signal and electric lines and appurtenances and all other work necessary to completely effect said separation of grades, including the placing of inside steel guard rails in the tracks for the protection of the overpass. The overpass herein contemplated is part of the work to be done with Federal Access Road Funds.

AGREEMENT:

ARTICLE I.

IN CONSIDERATION of the covenants of the Department and the City hereinafter contained and the faithful performance thereof, the Railway Company agrees:

1. To give, and it hereby does give to the Department and the City, license and permission to construct, maintain and use a highway across its right of way and over its tracks and appurtenances, by means of a reinforced concrete overpass, at the location shown in red on print of Drawing No. 77-22854 marked Exhibit "A", attached hereto and made a part hereof.

2. To furnish all labor, tools, material and equipment, and to do all necessary work of installing and maintaining track for shoofly to carry its traffic during the construction of said overpass and appurtenances, also all track work incident thereto, and to remove said shoofly track upon completion of the overpass, it being understood, however, that the Department will place and remove the embankment for said shoofly.

3. To make such changes in the alignment, location and elevation of its telegraph, telephone, signal and/or other wire lines and appurtenances along, over or under its right of way and tracks as may become necessary by reason of the construction of the overpass.

4. To furnish such inspectors, watchmen and flagmen as it may deem necessary and as may be approved by the Department and the Public Roads Administration of the United States, for the safety of its property and the movement of its trains during the construction of said overpass.

5. To replace its track in its original location, with crushed rock ballast and inside steel guard rails for protection to the overpass, upon completion of the structure.

6. To prepare a detailed estimate of the cost of all work to be performed by it, said estimate being marked Exhibit "B", attached hereto and made a part hereof.

7. To submit to the Department for payment all intermediate bills for work performed by it, in detail, showing labor performed and materials placed for each item in the recapitulation on said Exhibit "B", and to submit final bill in the form outlined in Mr. Thos. H. MacDonald's General Administrative Memorandum No. 57, dated August 11, 1938, and any revisions thereof or amendment thereto, which said Memorandum is hereby incorporated in and made a part of this agreement by reference.

8. To do all work herein provided to be done by the Railway Company with its own employees working under Railroad Labor Agreements and on a force account basis.

ARTICLE II.

IN CONSIDERATION of the covenants of the Railway Company and the Department herein contained, and the faithful performance thereof, the City agrees:

1. To the relinquishment by the Department of the hereinbefore mentioned overpass, within the city limits of the City, and to reassume jurisdiction and take over and maintain the same after the proposed improvement has been completed.

2. That after completion thereof, the City will maintain said reinforced concrete overpass and appurtenances at its sole cost and expense; provided, however, that any cost or expense resulting from damage to the structure caused by derailment of railroad equipment or by overhanging loads or by any negligent act or omission of the Railway Company or its employees shall be borne by the Railway Company. Nothing in this section contained shall be construed as a limitation upon other obligations of the Railway Company under this agreement.

3. To give such jurisdiction to the Department as may be legally necessary in order that the Department may, directly, construct all or any portion of said overpass, except the necessary work to be performed by the Railway Company.

4. That irrespective of any provision hereof this agreement shall not and shall not be construed to impose upon the City any obligation of any kind or character whatever with respect to said overpass, including the obligation to maintain the same, prior to the date of the completion thereof and the relinquishment to the City of the control and jurisdiction thereover, and the conveyance to the City, in the form and manner to be approved by it, of the right of way therefor.

ARTICLE III.

IN CONSIDERATION of the covenants of the Railway Company and the City herein contained, and the faithful performance thereof, the Department agrees:

1. To prepare all plans and specifications for the structure and its appurtenances, necessary to construct said overpass, including all highway improvements and drainage and lighting systems in connection therewith, which said plans and specifications shall be submitted to the Railway Company for approval prior to commencement of construction of said overpass.

2. To acquire all right of way necessary for the improvement of said highway and the construction of said overpass.

3. To construct the reinforced concrete overpass and retaining walls, and to provide for suitable drainage and lighting, as provided for in the plans and specifications for said improvement.

4. To furnish all labor, material, tools and equipment in doing the work it herein agrees to do.

5. To do all work called for on its part in such manner as not to interfere with the safe operation of the Railway Company's line of railroad or with said shoofly.

6. To require its contractors to notify the Railway Company in advance of any blasting so that proper flagging protection may be furnished to prevent damage to the Railway Company's trains or property.

7. To require its Contractor or Contractors to furnish the Railway Company with sketches of any falsework that may be planned to be used over or adjacent to said tracks, so that in case the use of such falsework will impair the standard side and/or overhead clearance as per General Order No. 26-C of the Railroad Commission of the State of California, governing such clearances, the Railway Company may make application to the Railroad Commission for such impairment during the period of construction of said overpass.

8. That, except as hereinafter otherwise provided in this Section 8 of Article III, all work to be done hereunder by the Department in the construction of said overpass will be done pursuant to a contract or contracts to be let by the Department to a contractor or contractors who shall be subject to the approval of the Railway Company as to his, its or their responsibility and ability to perform the work over the track and on the right of way of the Railway Company, and all such contracts, except contracts dealing with the placing of a surface on the roadway of said overpass, shall provide:

(a) That all work to be performed thereunder within the limits of said right of way shall be done to the satisfaction of the Railway Company;

(b) That no work shall be commenced until each of the contractors employed in connection with such work shall have provided for and in behalf of said Railway Company regular Protective Public Liability Insurance, providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for any damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total limit of Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Protective Property Damage Liability Insurance providing for a limit of not less than Twenty Five Thousand Dollars (\$25,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident a total (or aggregate) limit of Fifty Thousand Dollars (\$50,000.00) for all damages arising out of injury to or destruction of property during the policy period.

(c) That the contractor shall furnish evidence to the Department that the above described insurance is in effect and that same shall be effective until all work required to be performed under the terms of this agreement is satisfactorily completed, as evidenced by the formal acceptance of same by the Department, and the aforementioned insurance shall be handled to conform to Works Program General Memorandum No. 32, dated January 27, 1937, and any revisions thereof or amendments thereto, which said Memorandum is hereby incorporated in and made a part of this agreement by reference.

(d) That if, in the opinion of the Director of Public Works, it shall be for the best interests of the State of California, he may direct that construction of said overpass and appurtenances thereto be done by day labor and under the direction and control of the Department of Public Works, or if, at any time, in the opinion of the Director of Public Works, the contractor has failed to prosecute with diligence and force the work specified in and by the terms of said

contract, he may, in the manner provided by law, terminate the contractor's control over said work and take possession of all or any part thereof, and proceed to complete the same by day labor or by employing another contractor or contractors on informal contracts.

9. To make any and all arrangements that may be necessary to secure the location or relocation of wire lines, pipe lines and other facilities owned by other public utilities, private persons, companies, corporations or political subdivisions, which it may be found necessary to locate or relocate in any manner whatsoever due to the construction of said overpass, or its appurtenances.

ARTICLE IV.

IN CONSIDERATION of the premises, it is mutually agreed:

1. That all work contemplated in this agreement shall be done in a good and workmanlike manner and to the satisfaction of the parties hereto; and each portion shall be promptly commenced by the party hereto obligated to do the same and thereafter diligently prosecuted to conclusion in its logical order and sequence; provided, however, that no work shall be undertaken by the parties hereto until the plans hereinbefore referred to have been approved by the Public Roads Administration of the United States.

2. That the overpass shall be constructed to accommodate one existing and four future additional tracks of the Railway Company and to provide a clear minimum width of roadway for vehicular traffic of approximately fifty (50) feet and to be separated by a four (4) foot dividing strip, with a one (1') foot nine (9") inch sidewalk on each side. A minimum side clearance from center line of track to face of pier of nine (9) feet and a minimum overhead clearance of twenty three (23) feet above top of rail will be provided, said clearance from top of rail to be from the ultimate location of top of rail after the proposed raise of grade has been made.

3. That the Department will, out of funds made available to it by the Federal Government from Federal Access Road Funds for the construction of such projects, reimburse the Railway Company in full for all work done by it, subject to the following provisions:

(a) Provided, however, that final payment by the Department to the Railway Company may be withheld until such time as the Department received from the Federal Government or its agent such final payment; and

(b) Provided further, that should some unforeseen condition or combination of conditions increase the cost of the work to be performed by the Railway Company in excess of the total cost as set forth in the estimate marked "Exhibit B", attached to and made a part of this agreement, the Railway Company will not be obligated to incur any expenditure in excess of said total estimate unless and until so authorized by the Department, it being the intent that the Railway Company be reimbursed for any and all expenditures allowed under this agreement, but insofar as is practicable it shall secure authority from the Department before exceeding the total cost as set forth in said Exhibit "B".

(c) Provided further, that all expense incurred by the Railway Company and billed to the Department, for which the Department is obligated to reimburse the Railway Company hereunder, shall be in accordance with and subject to the terms and provisions of General Administrative Memorandum No. 39, dated December 23, 1937, addressed by Thos. H. MacDonald, Chief, to the District Engineers of the United States Bureau of Public Roads (now designated Public Roads Administration) and any revisions thereof or amendments thereto, and consistent with General Administrative Memorandum No. 79, dated April 11, 1939, which said Memoranda are hereby incorporated in and made a part of this agreement by reference; provided, however, that flagging and other protection work of railroad traffic during construction shall be done in accordance with and shall be compensated for as provided in General Administrative Memorandum No. 100 of the Public Roads Administration, dated April 26, 1940, which said Memorandum is hereby incorporated in and made a part of this agreement by reference; and

(d) Provided, further, that subject to applicable Federal regulations, reimbursement of the parties hereto for items of expense incurred by them for inspection, construction, engineering and unforeseen contingencies shall be as follows:

(1) In the event the total of said items of expense is less than the Federal limitation of ten per cent (10%) of the cost of the work, the parties shall be reimbursed therefor in full.

(2) In the event the total of said items of expense exceeds said limitation of ten per cent (10%) the Department shall be reimbursed to the extent of eight-tenths (8/10ths) of the amount of Federal funds available for such purposes; the Railway Company to the extent of one-tenth (1/10th) of such amount; the remaining one-tenth (1/10th) to be prorated between the Department and the Railway Company on the basis of the total expense for such purposes actually incurred by each of the parties; provided that if, under the foregoing, either of the parties shall have been reimbursed in full for all such items of expense incurred by it, the other shall be entitled to be similarly reimbursed up to the full amount of any balance of said ten per cent (10%) of Federal funds remaining, it being the intent of this sub-paragraph to provide that said Federal funds shall be applied to the purpose for which same are available up to the total amount thereof; and

Provided, further, that any such expense for which either party is not reimbursed from Federal funds in accordance with the foregoing provisos shall be borne by the party or parties incurring such excess expenditure.

4. That the estimate attached hereto, marked Exhibit "B" hereinbefore referred to and made a part hereof, is a preliminary estimate of the quantities and unit costs necessary to do the work the Railway Company herein agrees to do.

That final accounting and payment by the Department to the Railway Company shall be made upon actual prices and quantities incurred and used by the Railway Company in the work to be performed by it hereunder, plus amounts actually incurred by it in connection with labor and materials used and furnished in the performance of said work, plus transportation charges at three (3) mills per ton mile on said materials, for transporting them from point of shipment to site of work over its operated lines and commercial tariff rates over foreign lines; actual cost of transporting work equipment to site of work and return; actual costs for work equipment, including only such running repairs as are occasioned by service on the project; plus a percentage of wage items equal to the percentage thereof required to be paid by the Railway Company as Federal and State taxes based on or measured by such wages; plus the premium for the protection to be provided or insurance to be carried by the Railway Company for Workmen's Compensation, Public Liability and Property Damage.

5. That the Department will bear the entire cost and expense incurred by it in connection with the construction of said overpass, subject to the provisions set forth in Paragraph 3 of Article IV of this agreement.
 6. That the work of constructing said overpass shall not be begun until the Department shall have given notice in writing to the Chief Engineer of the Railway Company, which notice shall state the time that operations for the construction of said overpass shall begin, and the construction of said overpass shall be performed and effected in such manner as not to interfere with the operation of locomotives, trains and cars of the Railway Company over its tracks at the point of crossing.
 7. That if the Railway Company shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks, or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad it shall have full right to make such changes or additions; provided, however, that if in the making of such additions or alterations the grade separation provided for herein is required to be changed, extended or enlarged or its serviceability in any way affected, the Railway Company will promptly restore same to its previous or an equivalent condition of safety, strength and usefulness, and in the meantime maintain a temporary crossing over, under or across its tracks sufficient for the proper accommodation of traffic over said highway, and the cost of such work, including any cost incident to the alteration of the Railway Company's facilities caused by the existence of said overpass, shall be divided between the City of San Diego and the Railway Company in such shares as may be determined by them, subject to the jurisdiction of the Railroad Commission of the State of California.
 8. That if the City shall deem it necessary or desirable in the future, due to traffic conditions, to widen the structure herein contemplated, it shall have full right to do so, provided, however, that such widening shall not encroach further on the Railway Company's property than the limits of the easement granted by separate instrument, without the consent and approval of said Railway Company.
 9. That the Department and/or the City will not grant or consent to any franchise, right, privilege or easement upon, across or over said Railway Company's tracks and facilities, which might in any manner interfere with the use thereof for railroad purposes.
 10. That the books, papers, records and accounts of the parties hereto, in so far as they relate to items of expense for labor and material or are in any way connected with the work herein contemplated, shall at all reasonable times be open to the inspection and audit by the agents and authorized representatives of the parties hereto and of the Public Roads Administration of the United States.
 11. This agreement shall be subject to all laws or orders affecting the performance of the work provided for hereby, or the use or procurement of materials therefor.
 12. That after completion of said overpass the Department will relinquish to the City all its rights in the hereinbefore mentioned overpass within the city limits of the City, which will maintain same as hereinbefore provided in Section 1, Article II, of this agreement.
 13. That this instrument is subject to all valid and existing contracts, leases, liens, easements and encumbrances of every character which might affect the Railway Company's right of way and property.
 14. That this instrument shall not become effective until and unless approved by the Railroad Commission of the State of California and by the Public Roads Administration of the United States, as hereinbefore set forth.
 15. All the covenants and provisions of the foregoing agreement shall be binding upon and inure to the benefit of the successors and assigns, of the respective parties hereto.
- IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their proper officers, thereunto duly authorized, the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
By F.G.GURLEY, Its Vice President

STATE OF CALIFORNIA, acting by and through
its Department of Public Works,
By MORGAN KISTON
Its Deputy Director of Public Works
NOV 16 1942

APPROVED:
C.H.PURCELL
State Highway Engineer
By G.T.McCOY
Assistant State Highway Engineer.

Approval Recommended:
FRANK B. DURKEE, Attorney

CITY OF SAN DIEGO
By WALTER W. COOPER, Its City Manager.

APPROVED:
JACOB WEINBERGER, City Attorney
By H.B.DANIEL, Asst. City Attorney.

EXHIBIT "B"

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY-COAST LINES

Estimated cost of labor and material to line over for shoofly during construction of overpass and line back after completion of overpass 769.3 feet of main track, any grading therefor to be handled by the Department; to make all necessary changes in the alignment, location and elevation of its telephone, telegraph and signal lines and appurtenances, including their temporary relocation during construction; to install inside steel guard rails; and to do such other work as may be necessary in connection with the construction by the State of California of a reinforced concrete overpass, to be known as Mission Valley Overpass, to carry the Highway over the Railway Company's right of way, at Old Town, in the City of San Diego, County of San Diego, State of California.

All the above work will be done by Railway Company forces working on a force account basis and under Railroad Labor Agreements, and the Railway Company will be reimbursed in toto by the State of California.

<u>Engineering</u>			
Salaries and expenses		50.00	
Premium on Compensation and Public Liability		3.60	
Federal and State payroll taxes		3.00	56.60
<u>Track Work</u>			
<u>Shoofly - Temporary and Permanent Work</u>			
<u>Material</u>			
285 cu.yd. Gravel ballast	0.15	42.75	
Transportation to site of work		175.00	217.75

<u>Labor</u>					
	Unload and place	285 cu yd ballast		142.50	
	Line over and resurface	769.3 feet track		346.00	
	Line back and resurface	769.3 feet track		346.00	
	Premium on Compensation and Public Liability			61.15	
	Federal and State payroll taxes			50.07	945.72
	Estimated Cost of Track Work				1,163.47
<u>Inside Steel Guard Rail</u>					
<u>Material</u>					
260	lin ft	90# rail - SH - 3.4822 GT	20.00	69.64	
10	pair	90# angle bars - SH	0.50	5.00	
40		Track bolts	0.065	2.60	
344		Track spikes	0.026	8.94	
2		90# guard rail points	24.13	48.26	
		Transportation of material		6.50	
	Estimated cost of Material				140.94
<u>Labor</u>					
	Install inside steel guard rails and guard rail points			40.00	
	Premium on Compensation and Public Liability			2.93	
	Federal and State payroll taxes			2.40	
	Estimated cost of Labor				45.33
	Total Estimated Cost of Guard Rails				186.27
<u>Temporary Signal Line Work</u>					
<u>Material</u>					
1200	lin ft	No. 14 twisted pair wire	17.00 M	20.40	
300	"	3-wire cable messenger	2.00 C	6.00	
8		Porcelain stain insulators	0.11	0.88	
14		Dead end brackets	0.35	4.90	
20		2-bolt guy clamps	0.16	3.20	
2		Anchor rods	0.97	1.94	
2		4x4x3/16 galvanized square washers	0.06	0.12	
4		2-1/4x2-1/4x3/16 square washers	0.03	0.12	
2		No. 6 copper sleeves	0.04	0.08	
12		No. 9 copper sleeves	0.04	0.48	
4		Crossarm braces	0.13	0.52	
4		3/8" x 4" carriage bolts	0.02	0.08	
2		18" through bolts	0.18	0.36	
8		18" double arming bolt	0.53	4.24	
32		Lock nuts	0.05	1.60	
8		Guy eyes	0.50	4.00	
2		1/2 x 4 lag screws	0.05	0.10	
4		10-ft cross arms	1.30	5.20	
2		Concrete anchor blocks	0.80	1.60	
		Transportation of material		1.50	
	Estimated Cost of Material			57.32	
<u>Labor</u>					
	Payroll labor			100.00	
	Premium on Compensation and Public Liability			5.72	
	Federal and State payroll taxes			6.00	
	Estimated Cost of Labor			111.72	
	Transportation of Equipment			34.00	145.72
	Estimated Total Cost of Temporary Signal work				203.04
<u>Permanent Signal Line Work</u>					
<u>Material</u>					
1/5	mile	No. 6 UP copper wire	108.00	21.60	
1-1/5	"	No. 9 bare copper wire	43.00	51.60	
10		No. 6 tie wires	0.03	0.30	
50		No. 9 tie wires	0.03	1.50	
8		2-1/4x2-1/4x3/16 square washers	0.03	0.24	
2		No. 6 copper sleeves	0.04	0.08	
6		No. 9 copper sleeves	0.04	0.24	
8		Crossarm braces	0.13	1.04	
8		3/8 x 4 carriage bolts	0.02	0.16	
4		13" through bolts	0.12	0.48	
4		1/2" x 4" lag screws	0.05	0.20	
49		Crossarm pins	0.14	6.86	
40		Glass insulators	0.07	2.80	
4		10-foot crossarms	1.30	5.20	
1	lb	6d galvanized nails	0.05	0.05	
		Transportation of material		2.50	
	Estimated Cost of Material			94.35	
<u>Labor</u>					
	Payroll labor			100.00	
	Premium on Compensation and Public Liability			5.72	
	Federal and State payroll taxes			6.00	
	Estimated Cost of Labor			111.72	
	Transportation of Equipment			34.00	145.72
	Estimated Total Cost of Permanent Signal Work				240.57
	Estimated Gross Cost of all Signal Work				443.61
<u>Rearrange Telegraph Lines</u>					
<u>Temporary Work</u>					
<u>Material</u>					
	Depreciation on pipe, cable and twisted pair wire			50.00	
	Miscellaneous small material, not recoverable			19.00	
	Off line freight charges on material			4.00	
	Transportation of material			3.00	
	Estimated Cost of Material - Temporary Work			76.00	
<u>Labor</u>					
2		Poles to remove	2200	4.00	
12		Crossarms to remove	0.50	6.00	
17.3	miles	Wire to remove	10.00	173.00	
8		Double arms to attach and remove	3.00	24.00	
150	feet	Trench to open and refill	0.50	75.00	
510	"	Iron pipe to lay and remove	0.20	102.00	
600	"	Temporary cable to pull in and remove	0.15	90.00	
2400	"	Temporary cable to pull in and remove	0.02	48.00	

2	Dead ends to make	10.00	20.00	
3	Anchors to set and remove	6.00	18.00	
3	Guys to attach and remove	2.00	6.00	
	Estimated Cost of Labor - Temporary Work		566.00	
	Truck hire and other disbursements		30.00	
	Social Security Tax and Liability Insurance		57.00	
	Estimated Total Cost - Temporary Telegraph Work		57.00	729.00
Permanent Work				
Material				
2	Poles CYP Class 3-30 ft	7.50	15.00	
8	Cross arms - 10 ft.10-pin-CYP	0.75	6.00	
	Miscellaneous small material		10.00	
	Off line freight charges on material		6.00	
	Transportation of material		8.00	
	Estimated Cost of Material - Permanent Work		45.00	
Labor				
3	Poles to set - Class 3, CYP	15.00	45.00	
1	Pole to set (removed temporarily)	15.00	15.00	
16	Crossarms to attach	1.00	16.00	
17.3 miles	Wire to string	15.00	260.00	
	Estimated Cost of Labor - Permanent Work		336.00	
	Truck hire and other disbursements		20.00	
	Social Security Tax and Liability Insurance		35.00	
	Estimated Total Cost - Permanent Telegraph Work		55.00	436.00
	Estimated Gross Cost of All Telegraph Work			1,165.00
	Estimated Net Cost of all work			3,014.95
	Contingencies			239.24
	Estimated Grand Total Cost of All Work			
	to be performed by the Railway Company and			
	to be paid for in toto by the State of California			3,254.19

RECAPITULATION OF PRELIMINARY ESTIMATE

Item 1 - Engineering	56.60
2 - Track Work	1,163.47
3 - Inside Steel Guard Rail	186.27
4 - Rearrange Signal Line	443.61
5 - Rearrange Telegraph Line	1,165.00
	3,014.95
Contingencies	239.24
Estimated Grand Total Cost of All Work	
to be performed by the Railway Company and	
to be paid for in toto by the State of California	3,254.19

Office of Chief Engineer
Los Angeles, California
February 4 1942.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with A.T. & S.F. Ry. Co. - State of California and City of San Diego. Being Document No. 341591.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. [Signature] Deputy.

A G R E E M E N T

Regarding construction of new living unit.
STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO (SS.
CITY OF SAN DIEGO,)

William J. and Ella Mae Perry, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Twelve (12) and Thirteen (13), Block Four (4), Subdivision Stetson's Addition, located at 3752 Florence Street;

That we desire to convert an existing garage on the above described property into living quarters with a one foot side yard and have applied for a zone variance under Petition No. 1604, dated November 4, 1942;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters under Resolution No. 211, of the Zoning Committee, dated November 19, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the termination of the present war between the United States of America and any country, we will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

William J. Perry
3752 Florence

ELLA MAE PERRY
3752 Florence

On this 20th day of November, A.D. Nineteen Hundred and forty-two, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William J. & Ella Mae Perry known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission Expires
August 5, 1945.

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California.

RECORDED DEC 2 1942 45 Min. past 10 A.M. In Book 1437 at Page 209 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
M. METHENY - 16

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from William J. Perry re: new living unit at 3752 Florence Street. Being Document No. 341463.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patterson Deputy.

A G R E E M E N T

Regarding construction of addition to porch.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO, (SS.
CITY OF SAN DIEGO.)

Randle W. Alcorn, Jr. and Alice I. Alcorn, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property;

Lot Fifteen (15), Block E, Subdivision Congress Heights #2, located at 1244 Emerald Street;

That we desire to make an addition to an existing porch and have applied for a zone variance under Petition No. 1611, dated November 19, 1942;

That we, in consideration of approval granted by the City of San Diego to use the addition as living quarters under Resolution No. 212, of the Zoning Committee, dated November 25, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the termination of the present war between the United States of America and any country, we will then cause said structure to be removed;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ALICE I. ALCORN
1244 Emerald Street

RANDLE W. ALCORN JR.
By ALICE I. ALCORN, Attorney in fact.

On this 30th day of November A.D. Nineteen Hundred and forty two, before me, August M. Wadstrom A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alice I. Alcorn 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.

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
August 5, 1945.

STATE OF CALIFORNIA,)
COUNTY OF SAN DIEGO,) ss

On this 30th day of November in the year one thousand, nine hundred and forty-two A.D. before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alice I. Alcorn personally known to me to be the person described in and whose name is subscribed to the within instrument, as the attorney in fact of Randle W. Alcorn, Jr. and acknowledged to me that she subscribed the name of Randle W. Alcorn, Jr. thereto as principal and her own name as attorney in fact.

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.

AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California.

(SEAL)
My Commission Expires,
August 5, 1945.

RECORDED DEC 2 1942 45 Min. past 9 A.M. In Book 1437 At Page 213 of Official Records, San Diego Co., Cal. Recorded At Request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
M. METHENY - 16

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Randle W. Alcorn Jr. re: addition to porch at 1244 Emerald St. Being Document No. 341516.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patterson Deputy.

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Qualitee Dairy Products Company is the owner of Lot L Block 127, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of November 1942, by Qualitee Dairy Products Company that they will, for and in consideration of the permission to remove 21 feet of curbing on "J" Street between 10th and 11th Streets adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on themselves, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

(SEAL)

QUALITEE DAIRY PRODUCTS COMPANY
By R. A. BOLTE Secretary
354 Eleventh Avenue, San Diego, Calif.

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 24 day of Nov., A.D. Nineteen Hundred and Forty Two before me, Gerald G. Geddes, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. A. Bolte known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

GERALD G. GEDDES
Notary Public in and for the County of San Diego
State of California

My Commission expires July 5, 1943

I HEREBY approve the form of the foregoing agreement this 27th day of November 1942.

JACOB WEINBERGER, City Attorney
By HARRY S. CLARK, Deputy City Attorney
RECORDED DEC 2 1942 45 min. past 10 A.M. in Book 1437 at page 214 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book. M. METHENY - 16

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Qualitee Dairy Products Company; being Document No. 341515.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

AGREEMENT BETWEEN THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
STATE OF CALIFORNIA, ACTING BY AND THROUGH ITS DEPARTMENT OF PUBLIC
WORKS, AND THE CITY OF SAN DIEGO RELATING TO THE CONSTRUCTION OF THE
SWITZER CANYON CREEK OVERPASS. DATED 9/17, 1942

AGREEMENT, Made this 17th day of September, 1942 between The Atchison, Topeka and Santa Fe Railway Company, a Kansas corporation, hereinafter called Railway Company, first party, State of California, acting by and through its Department of Public Works, hereinafter called Department, second party, and The City of San Diego, a California municipal corporation, hereinafter called City, third party.

RECITALS:

The Railway Company owns and operates a line of railroad in and through the State of California.

The Department and the City, in connection with the construction of a new highway, to be known as Harbor Drive (such highway being commonly known and referred to as a Naval Access Road), in the City of San Diego, County of San Diego, State of California, desire to construct, as an integral part of said improvement, a crossing at separated grades on said highway, at a point hereinafter designated, so as to pass over, by means of a reinforced concrete overhead or viaduct 1010 feet in length, hereinafter referred to as the "overpass", the tracks of the Railway Company, approximately opposite the foot of Tenth Street, in said City of San Diego, and have requested permission of the Railway Company to do so. Said overpass is commonly referred to as the "Switzer Canyon Creek Overpass."

The Railway Company being willing to give such permission, the parties hereto desire to reduce to writing their understanding and agreement pursuant to which said overpass is to be located, constructed, maintained and used.

The term "overpass" as used in this agreement shall include the said structure and approaches thereto, all cuts, fills, highway paving, guard rails, drainage, slope paving and necessary track work, changes to telegraph, telephone, signal and electric lines and appurtenances and all other work necessary to completely effect said separation of grades, including the placing of inside steel guard rails in the tracks for the protection of the overpass. The overpass herein contemplated is to be financed with Federal Access Road Funds.

AGREEMENT:

ARTICLE I.

IN CONSIDERATION of the covenants of the Department and the City hereinafter contained and the faithful performance thereof, the Railway Company agrees:

1. To give, and it hereby does give to the Department and the City, license and permission to construct, maintain and use a highway across and over its tracks and appurtenances, by means of a reinforced concrete overpass, at location shown in red on print of Drawing No. 77-22916, marked Exhibit "A", attached hereto and made a part hereof.

2. To furnish all labor, tools, materials and equipment, and to do all necessary work of installing and maintaining track for shoofly and a track for crossover to carry its traffic during the construction of a portion of the concrete footings, after which to remove said shoofly and crossover, and replace its main track in its original location, with crushed rock ballast, and extend its ladder track to a connection with said main track to carry its traffic during the construction of the remaining concrete footings adjacent to the Railway

Company's tracks, it being understood, however, that the Department will place and remove the embankment for said shoofly.

3. To replace its switching lead and ladder track to its original location, with necessary ballast, and to do any and all track work incident to the construction of said overpass and appurtenances.

4. To make such changes in the alignment, location and elevation of its telegraph, telephone, signal and/or other wire lines and appurtenances along, over or under its right of way and tracks as may become necessary by reason of the construction of the overpass.

5. To furnish such inspectors, watchmen and flagmen as it may deem necessary and as may be approved by the Department and the Public Roads Administration of the United States, for the safety of its property and the movement of its trains during the construction of said overpass.

6. To install inside steel guard rails for the protection of the overpass, upon completion of the structure.

7. To prepare a detailed estimate of the cost of all work to be performed by it, said estimate being marked Exhibit "B", attached hereto and made a part hereof.

8. To submit to the Department for payment all intermediate bills for work performed by it, in detail, showing labor performed and materials placed for each item in the recapitulation on said Exhibit "B", and to submit final bill in the form outlined in Mr. Thos. H. MacDonald's General Administrative Memorandum No. 57, dated August 11, 1938, and any revisions thereof or amendments thereto, which said Memorandum is hereby incorporated in and made a part of this agreement by reference.

9. To do all work herein provided to be done by the Railway Company with its own employees, working under railroad labor agreements and on a force account basis.

ARTICLE II.

IN CONSIDERATION of the covenants of the Railway Company and the Department herein contained, and the faithful performance thereof, the City agrees:

1. To the relinquishment by the Department to the City of the hereinafter mentioned overpass within the city limits of the City, and to assume jurisdiction and take over and maintain the same after the proposed improvement has been completed.

2. That after completion thereof the City will maintain said reinforced concrete overpass and appurtenances at its sole cost and expense; provided, however, that any cost or expense resulting from damage to the structure caused by derailment of the railroad equipment or by overhanging loads, or by any negligent act or omission of the Railway Company or its employees shall be borne by the Railway Company. Nothing in this section contained shall be construed as a limitation upon other obligations of the Railway Company under this agreement.

3. To give such jurisdiction to the Department as may be legally necessary in order that the Department may, directly, construct all or any portion of said overpass, except the necessary work to be performed by the Railway Company.

4. To give notice to the owner of any wire lines, pipe lines, or other facilities of public utilities to relocate the same whenever necessary due to the construction of said overpass or its appurtenances in each instance in which it is determined that such owner by reason of the provisions of any franchise or permit has the legal responsibility to assume the cost and expense of any such relocation; provided, that the foregoing shall not apply to the relocation of any publicly owned utility.

ARTICLE III.

IN CONSIDERATION of the covenants of the Railway Company and the City herein contained, and the faithful performance thereof, the Department agrees:

1. To prepare all plans and specifications for the structure and its appurtenances, necessary to construct said overpass, including all highway improvements and drainage and lighting system in connection therewith, which said plans and specifications shall be submitted to the Railway Company for approval prior to commencement of construction of said overpass.

2. To acquire all right of way necessary for the improvement of said highway and the construction of said overpass.

3. To construct the reinforced concrete overpass and to provide for suitable drainage and lighting, as provided for in the plans and specifications for said improvement.

4. To furnish all labor, material, tools and equipment in doing the work it herein agrees to do.

5. To do all work called for on its part in such manner as not to interfere with the safe operation of the Railway Company's line of railroad, or with said shoofly.

6. To require its contractors to notify the Railway Company in advance of any blasting so that proper flagging protection may be furnished to prevent damage to the Railway Company's trains or property.

7. To require its contractor or contractors to furnish the Railway Company with sketches of any falsework that may be planned to be used over or adjacent to said tracks, so that in case the use of such falsework will impair the standard side and/or overhead clearance as per General Order No. 26-C of the Railroad Commission of the State of California, governing such clearances, the Railway Company may make application to the Railroad Commission for such impairment during the period of construction of said overpass.

8. That, except as hereinafter otherwise provided in this Section 8 of Article III, all work to be done hereunder by the Department in the construction of said overpass will be done pursuant to a contract or contracts to be let by the Department to a contractor or contractors who shall be subject to the approval of the Railway Company as to his, its or their responsibility and ability to perform the work over the tracks of the Railway Company, and all such contracts, except contracts dealing with the placing of a surface on the roadway of said overpass, shall provide:

(a) That all work to be performed thereunder within the limits of said right of way shall be done to the satisfaction of the Railway Company.

(b) That no work shall be commenced until each of the contractors employed in connection with such work shall have provided for and in behalf of said Railway Company regular Protective Public Liability Insurance, providing for a limit of not less than One Hundred Thousand Dollars (\$100,000.00) for any damage arising out of bodily injuries to or death of one person, and subject to that limit for each person a total limit of Two Hundred Thousand Dollars (\$200,000.00) for all damages arising out of bodily injuries to or death of two or more persons in any one accident, and regular Protective Property Damage Liability Insurance providing for a limit of not less than Twenty Five Thousand Dollars (\$25,000.00) for all damages arising out of injury to or destruction of property in any one accident, and subject to that limit per accident a total (or aggregate) limit of Fifty Thousand Dollars (\$50,000.00) for all damages arising out of injury to or destruction of property during the policy period.

(c) That the contractor shall furnish evidence to the Department that the above described insurance is in effect and that same shall be effective until all work required to be performed under the terms of this agreement is satisfactorily completed, as evidenced by the formal acceptance of same by the Department, and the aforementioned insurance shall

be handled to conform to Works Program General Memorandum No. 32, dated January 27, 1937, and any revisions thereof or amendments thereto, which said Memorandum is hereby incorporated in and made a part of this agreement by reference.

(d) That if, in the opinion of the Director of Public Works, it shall be for the best interests of the State of California, he may direct that construction of said overpass and appurtenances thereto be done by day labor and under the direction and control of the Department of Public Works, or if, at any time, in the opinion of the Director of Public Works, the contractor has failed to prosecute with diligence and force the work specified in and by the terms of said contract, he may, in the manner provided by law, terminate the contractor's control over said work and take possession of all or any part thereof, and proceed to complete the same by day labor or by employing another contractor or contractors on informal contracts.

9. To acquire all right of way necessary for the improvement of said highway and the construction of said overpass, whether acquired by eminent domain proceedings or otherwise.

ARTICLE IV.

IN CONSIDERATION of the premises, it is mutually agreed:

1. That all work contemplated in this agreement shall be done in a good and workmanlike manner and to the satisfaction of the parties hereto, and each portion shall be promptly commenced by the party hereto obligated to do the same and thereafter diligently prosecuted to conclusion in its logical order and sequence; provided, however, that no work shall be undertaken by the parties hereto until the plans hereinbefore referred to have been approved by the Public Roads Administration of the United States.

2. That the overpass shall be constructed to accommodate two existing tracks and one future track of the Railway Company and to provide a roadway width of 54 feet, consisting of a central dividing strip 4 feet in width and two 25-foot traffic lanes, and in addition a 5-foot sidewalk on each side. A minimum side clearance from center line of track to face of pier of 8 feet 6 inches, and a minimum overhead clearance of 23 feet above top of rail will be provided.

3. That the Department will, out of funds made available to it by the Federal Government from Federal Access Road Funds, for the construction of such projects, reimburse the Railway Company in full for all work done by it, subject to the following provisions:

(a) Provided, however, that final payment by the Department to the Railway Company may be withheld until such time as the Department receives from the Federal Government or its agent such final payment; and

(b) Provided, further, that should some unforeseen condition or combination of conditions increase the cost of the work to be performed by the Railway Company in excess of the total cost as set forth in the estimate marked Exhibit "B", attached to and made a part of this agreement, the Railway Company will not be obligated to incur any expenditure in excess of said total estimate unless and until so authorized by the Department, it being the intent that the Railway Company be reimbursed for any and all expenditures allowed under this agreement, but in so far as is practicable it shall secure authority from the Department before exceeding the total cost as set forth in said Exhibit "B";

(c) Provided, further, that all expense incurred by the Railway Company and billed to the Department, for which the Department is obligated to reimburse the Railway Company hereunder, shall be in accordance with and subject to the terms and provisions of General Administrative Memorandum No. 39, dated December 23, 1937, addressed by Thos. H. MacDonald, Chief, to the District Engineers of the United States Bureau of Public Roads (now designated Public Roads Administration) and any revisions thereof or amendments thereto, and consistent with General Administrative Memorandum No. 79, dated April 11, 1939, which said Memoranda are hereby incorporated in and made a part of this agreement by reference; provided, however, that flagging and other protection of railroad traffic during construction shall be done in accordance with and shall be compensated for as provided in General Administrative Memorandum No. 100 of the Public Roads Administration, dated April 26, 1940, which said Memorandum is hereby incorporated in and made a part of this agreement by reference; and

(d) Provided, further, that subject to applicable Federal Regulations, reimbursement of the parties hereto for items of expense incurred by them for inspection, construction engineering and unforeseen contingencies shall be as follows:

(1) In the event the total of said items of expense is less than the Federal limitation of ten per cent (10%) of the cost of the work, the parties shall be reimbursed therefor in full.

(2) In the event the total of said items of expense exceeds said limitation of ten per cent (10%) the Department shall be reimbursed to the extent of eight-tenths (8/10) of the amount of Federal funds available for such purposes; the Railway Company to the extent of one-tenth (1/10) of such amount; the remaining one-tenth (1/10) to be prorated between the Department and the Railway Company on the basis of the total expense for such purposes actually incurred by each of the parties; provided that if, under the foregoing, either of the parties shall have been reimbursed in full for all such items of expense incurred by it, the other shall be entitled to be similarly reimbursed up to the full amount of any balance of said ten per cent (10%) of Federal funds remaining, it being the intent of this subparagraph to provide that said Federal funds shall be applied to the purpose for which same are available up to the total amount thereof; and

Provided, further, that any such expense for which either party is not reimbursed from Federal funds in accordance with the foregoing provisos shall be borne by the Railway Company, if incurred by it, or by the City.

4. That the estimate attached hereto, marked Exhibit "B", hereinbefore referred to and made a part hereof, is a preliminary estimate of the quantities and unit costs necessary to do the work the Railway Company herein agrees to do.

That final accounting and payment by the Department to the Railway Company shall be made upon actual prices and quantities incurred and used by the Railway Company in the work to be performed by it hereunder, plus amounts actually incurred by it in connection with labor and materials used and furnished in the performance of said work, plus transportation charges at three (3) mills per ton mile on said materials, for transporting them from point of shipment to site of work over its operated lines and commercial tariff rates over foreign lines; actual cost of transporting work equipment to site of work and return; actual operating costs for work equipment, including only such running repairs as are occasioned by service on the project; plus a percentage of wage items equal to the percentage thereof required to be paid by the Railway Company as Federal and State taxes based on or measured by such wages; plus the premium for protection to be provided or insurance to be carried by the Railway Company for Workmen's Compensation, Public Liability and Property Damage.

5. That the Department will bear the entire cost and expense incurred by it in connection with the construction of said overpass, subject to the provisions set forth in Paragraph 3 of Article IV of this agreement.

6. That the work of constructing said overpass shall not be begun until the Department shall have given notice in writing to the Chief Engineer of the Railway Company, which notice shall state the time that operations for the construction of said overpass shall begin, and the construction of said overpass shall be performed and effected in such manner

as not to interfere with the operation of locomotives, trains and cars of the Railway Company over its tracks at the point of crossing.

7. That if the Railway Company shall deem it necessary or desirable in the future, in the performance of its duty as a common carrier, to raise or lower the grade or change the alignment of its tracks, or to lay additional track or tracks or to build other facilities in connection with the operation of its railroad it shall have full right to make such changes or additions; provided, however, that if in the making of such additions or alterations the grade separation provided for herein is required to be changed, extended or enlarged, or its serviceability in any way affected, the Railway Company will promptly restore same to its previous or an equivalent condition of safety, strength and usefulness, and in the meantime maintain a temporary crossing over, under or across its tracks, sufficient for the proper accommodation of traffic over said highway, and the cost of such work, including any cost incident to the alteration of the Railway Company's facilities caused by the existence of said overpass, shall be divided between the Department and the Railway Company in such shares as may be determined by them, subject to the jurisdiction of the Railroad Commission of the State of California.

8. That if the City shall deem it necessary or desirable in the future, due to traffic conditions, to widen the structure herein contemplated, it shall have full right to do so.

9. That the Department and/or the City will not grant or consent to any franchise, right, privilege or easement upon, across or over said Railway Company's tracks and facilities, which might in any manner interfere with the use thereof for railroad purposes.

10. That the books, papers, records and accounts of the parties hereto, in so far as they relate to items of expense for labor and material, or are in any way connected with the work herein contemplated, shall at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto and of the Public Roads Administration of the United States.

11. That this agreement shall be subject to all laws or orders affecting the performance of the work provided for hereby, or the use or procurement of materials therefor.

12. That after completion of said overpass the Department will relinquish to the City all its rights in the hereinbefore mentioned overpass within the city limits of the City which will maintain same as hereinbefore provided in Section 1, Article II, of this agreement.

13. That this instrument is subject to all valid and existing contract, leases, liens, easements and encumbrances of every character which might affect the Railway Company's right of way and property, or franchise.

14. That this instrument shall not become effective until and unless approved by the Railroad Commission of the State of California and by the Public Roads Administration of the United States, as hereinbefore set forth.

15. That all the covenants and provisions of the foregoing agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

16. That irrespective of any provision hereof this agreement shall not, and shall not be construed to impose upon the City any obligation of any kind or character whatever with respect to said overpass, including the obligation to maintain the same, prior to the date of the completion thereof and the relinquishment to the City of the control and jurisdiction thereover, and the conveyance to the City, in the form and manner to be approved by it, of the right of way therefor.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed by their proper officers thereunto duly authorized the day and year first above written.

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
By F. G. GURLEY
Its Vice President

Approval recommended
FRANK B. DUNCAN Attorney

STATE OF CALIFORNIA, acting by and through its
Department of Public Works
By MORGAN KEATON
Its Deputy Director of Public Works
NOV 16 1942

Approved: C. H. PURCELL
State Highway Engineer
By G. M. McCLEARY
Assistant State Highway Engineer

THE CITY OF SAN DIEGO
By WALTER W. COOPER
Its City Manager

I HEREBY approve the form and legality of the foregoing agreement this 1st day of Dec. 1942.

JACOB WEINBERGER City Attorney
By H. B. DANIEL,
Assistant City Attorney

EXHIBIT "A"
Drawing No. 77-22916.

EXHIBIT "B"

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY

Estimated cost of labor and material to construct temporary shoofly and cross-over, remove portion of main line and track No. 101 (switching tail), after which restore main line and extend yard lead to a connection with main line, and remove shoofly and cross-over; then restore track No. 101 to its original location and remove temporary yard lead connection; install inside steel guard rails for protection to viaduct; rearrange telegraph and telephone lines and appurtenances; and do such other work as may become necessary in connection with the construction of overpass at Switzer Canyon Creek, San Diego, County of San Diego, State of California

All of the above work will be done by Railway Company forces working on a force account basis and under Railroad Labor Agreements, and the Railway Company will be reimbursed in total by the State of California.

Engineering

Salaries and expenses	406.00	
Premium on Compensation and Public Liability	5.00	
Federal and State payroll taxes	24.36	
Total Estimated Cost of Engineering		435.36

Track Work Shoofly - Temporary and Permanent Work Material

210 cu yds ballast - gravel	@ 0.15	31.50
278 crossties - DF	@ 1.63	453.14
2 sets No. 10 switch ties, 8048 Ft. BM		
1 set No. 8 switch ties 2562 " "		
10610 " "	@48.00	509.28
		962.42

25% depreciation on \$962.42

240.61

2 - #10 90-lb spring frogs	@ 131.61	263.22	
1 - #8 90-lb rigid frog	88.03	88.03	
3 - 90-lb transit switches complete	127.70	383.10	
4 - 90-lb guard rails, 12', complete	37.50	150.00	
2 - 90-lb " " 9', "	24.65	49.30	
2 - #6 high star stands	20.50	41.00	
1 - #6 low star stand	21.00	21.00	
3 connection rods	2.20	6.60	
1252 lin. ft. 90-lb rail, 16.768 tons Gr.	20.00	335.36	
48 prs. 90-lb angle bars	0.50	24.00	
192 track bolts	0.065	12.48	
192 spring washers	0.032	6.14	
724 tie plates 90-lb S.H.	0.10	72.40	
1780 track spikes	0.026	46.28	
		1498.91	
6% depreciation on \$1498.91			89.93
Transportation of material to site of work			210.00
Transportation of material recovered			30.10
<u>Labor</u>			
343 cu yds embankment to be placed by Highway Dept.			
Unload and place 210 cu yds gravel		105.00	
Lay 719 ft of track including 1 #8 and 2 #10 turnouts		510.00	
Remove 719 ft of track including 1 #8 and 2 #10 turnouts		270.00	
Take up and relay 660 ft of track		400.00	
Line over and line back 466.2 ft of track including 1 #8 turnout		240.00	
Flagging		200.00	
Compensation and Public Liability Ins.		125.93	
Federal and State Payroll Taxes		103.50	
			1954.43
Total Estimated Cost of Track Work			2556.57
<u>Inside Steel Guard Rails and Remodel Bridge K-269</u>			
<u>Material</u>			
1520 lin.ft.90-lb rail 20.3572 Gr.Ton	@ 20.00	407.14	
4 - 90-lb guard rail points	24.13	96.52	
54 prs 90-lb angle bars	0.50	27.00	
216 track bolts	0.065	14.04	
2024 track spikes	0.026	52.62	
8 creo. piles 30-ft long - 240 lin.ft.	0.45	108.00	
7982 ft B.M. creo. deck timbers	55.00	439.01	
13 cu yds crushed rock ballast	0.70	9.10	
		1153.43	
Transportation of material to site of work		24.50	
Estimated Cost of Material			1177.93
<u>Labor</u>			
Install 1520 lin.ft. of guard rail and 4 guard rail points		155.00	
Drive piles		250.00	
Install deck timbers		245.00	
Remove and replace existing deck timbers 3210 ft. B.M.		130.00	
Compensation and Public Liability Ins.		57.16	
Federal and State payroll taxes		46.80	
Estimated Cost of Labor			883.96
Total Estimated Cost of Inside Steel Guard Rails and Remodel Bridge K-269			2061.89
<u>Rearrange Telegraph Lines Temporary Work</u>			
<u>Material</u>			
4 Anchor Log for 4M (old pole)	@ 0.15	00660	
2 " " " 6M " "	.15	.30	
4 Carriage bolts 3/8" x 4"	.02	.08	
2 bolts, crossarm 16"	.12	.24	
4 " " 16" D.E.	.17	.68	
8 clamps, guy, 2B	.09	.72	
4 " " 3B, Type L	.18	.72	
4 crossarms, 10 Pin steel	.70	2.80	
3 lbs house line	.19	.57	
20 insulators, glass, Std. D.P.	.05	1.00	
20 pins, std. 1/2" steel	.07	1.40	
500 ft pipe, steel, 2"	.28	140.00	
2 pipe, bend, 2"	2.75	5.50	
7 poles, CYP class #8, 16-ft	1.2542	8.78	
2 " " " 20-ft	1.82	3.64	
4 rods, guy 1/2" x 6	.33	1.32	
2 " " 7-ft	.54	1.08	
12 screws, F.D. 4-1/2"	.03	.36	
24 sleeves, Cop.Comp. #9	.02	.48	
100-ft strand steel 4M	.01	1.00	
90-ft " " 6M	.011	1.00	
2 rolls tape, friction 3/4"	.14	.28	
7550-ft wire, copper Tw.Pr. #16 AWG	.0094	70.95	
150 lbs. wire, steel line galv. #6	.06	9.00	
Estimated Cost of Material Temporary Work			252.50
<u>Labor</u>			
Place and remove 9 poles		54.00	
" " " 6 anchors		30.00	
" " " 6 guys		6.00	
" " " 4 crossarms		6.00	
Install and remove 500-ft steel pipe		302.00	
" " " 7550-ft Tw.Pr.Wire		151.00	
Estimated Cost of Labor Temporary Work			549.00

Permanent Work			
Material			
2 anchor logs T.T. for 6M	1.00	2.00	
6 band aluminum for two 6M	.01	.06	
4 bolts, carriage 3/8" x 4"	.02	.08	
12 bolts, crossarm 16 inch	.12	1.44	
4 bolts, machine 1/2" x 4"	.03	.12	
4 " " 1/2" x 4-1/2"	.03	.12	
4 braces, crossarm steel angle 2A	.73	2.92	
4 " " " " " " Vert. 2A	.86	3.44	
4 clamps, guy 3B Type L	.18	.72	
8 crossarm, 10 Pin, Steel pin	1.00	8.00	
1-lb nails, Galv. wire 4D	.05	.05	
1-lb Nails, Galv. wire 30D	.05	.05	
20 Pin terminal, Galv.	.11	2.20	
2 poles CYP class 5 - 35-ft	9.00	18.00	
2 rods, guy 5/8" x 7'	.54	1.08	
4 screws, F.D. 4-1/2"	.03	.12	
26 steps, pole, steel	.10	2.60	
4 " " " " wood	.02	.08	
2-lbs staples 2" galv.	.05	.10	
80-ft strand, steel 6M	.01	.80	
20 insulators, std DP glass	.05	1.00	
20 sleeve, cop. comp. D.T.	.02	.40	
200 lbs. wire, cu. line #9	.20	40.00	
3-lbs wire Cu. Tie #9	.20	.60	
4 couplings, reducing 3-A	.50	2.00	
1125 ft duct creo. wood	.1106	124.40	
200 ft pipe W.I. 3"	.59	118.00	
4 pipe, bend, C.I. 3" 90°	2.75	11.00	
562 ft plank CYP 1-1/2" x 4-1/2"	.05	28.10	
2 plugs, conduit, round	.06	.12	
12 strap, pipe 3-A	.07	.84	
22 arresters, cable 2-B	.55	12.10	
2 bending device, Vert.	.05	.10	
2 box, Terminal, cast metal 24 Pr.	6.63	13.26	
670-ft cable, lead P.I. 11 Pr Type 2A	.38	254.60	
16-ft cable, pothead 12 Pr.	.31	4.96	
10 clamp, cable & pipe 1"	.01	.10	
4 mounting arresters, 4B, 6 wire	1.34	5.36	
5-lbs paraffin	.04	.20	
1/2 lb ribbon bonding tinned cop. 3/8"	.24	.12	
12 Ring bridle porc. eye screw T. 5/8"	.03	.36	
12 " " " " " " 1"	.03	.36	
20 sleeve cop. comb. No. 9 No. 16 AWG	.02	.40	
2 " " lead 1-1/2" x 16"	.25	.50	
50 " " prep. cotton 1/4" x 3/4"	.02	1.00	
5-lbs solder wiping	.22	1.10	
1-lb " " wire rosin core	.33	.33	
3-ft tape, cable splicer gummed	.004	.01	
50-ft wire cop. bridle #16 AWG, Tw.Pr.	.004	.20	
250-ft " " " #16 AWG, single	.008	2.00	
Estimated Cost of Material Permanent Work		667.50	
Labor			
2 poles to set CYP - Class #6		24.00	
2 anchors to set		16.00	
2 guys to attach		2.00	
2 cross arms to attach		6.00	
0.81 mile wire to string		15.00	
637 ft trench, open & backfill		637.00	
200 ft iron pipe to lay		44.00	
1125 ft C.W. duct to lay		90.00	
670 ft cable to pull in		168.00	
12 ft pothead cable to install		3.00	
2 terminal boxes to install		10.00	
2 joints to splice		16.00	
Testing and connecting		20.00	
Remove 5 poles		15.00	
Remove 4 crossarms		2.00	
Transfer 3 crossarms		5.00	
1 guy wire to remove		1.00	
Remove 2.02 miles of wire		24.00	
Abandon 1 anchor		--	
Estimated Cost Labor Permanent Work		1098.00	
Truck Mileage, Gas, Oil, Etc.		113.00	
Public Liability & Property Damage		81.00	
Social Security, Workmen's Compensation and Employees' Liability		193.00	
Off-line freight charges		368.00	
		755.00	
Estimated Total Cost of All Telegraph Work		3322.00	
Estimated Cost of all work		8375.82	
Contingencies		358.69	
Estimated Grand Total Cost of all work to be performed by the Railway Company and to be paid in total by the State of California			
RECAPITULATION OF PRELIMINARY ESTIMATE			
Item 1 - Engineering		435.36	
2 - Track Work		2556.57	
3 - Inside Steel Guard Rails & Remodel Bridge K-269		2061.89	
4 - Rearrange Telegraph Line		3322.00	
		8375.82	
Contingencies		358.69	
Estimated Grand Total Cost of all work to be performed by the Railway Company and to be paid for in total by the State of California.		\$ 8734.51	

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Atchison Topeka & Santa Fe RR Co. for construction of Switzer Canyon Creek Overpass; being Document No. 341592.

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 at The City of San Diego, County of San Diego, State of California, this 18th day of November, 1942, 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 thereof, the party of the first part, hereinafter sometimes designated as the City, and D. W. KEMP and JAMES C. KEMP, a co-partnership, doing business under the firm name and style of KEMP BROS., parties of the second part, and hereinafter sometimes designated as the Contractors, 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 Contractors by the City, in manner and form as hereinafter in attached specifications provided, the Contractors hereby covenant and agree 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 construct a Fish Markets Building and adjacent appurtenant work, fronting Harbor Drive between Pacific Highway and San Diego Bay, in The City of San Diego, 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 23rd day of October, 1942, marked "Document No. 341130," and endorsed: "Plans & Specifications for Fish Markets Building," said plans consisting of eight sheets; true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders, and Proposal, are hereunto annexed, and by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth; and said contractors agree to accept as full compensation therefor the sum of Fifty-two thousand eight hundred fifty dollars (\$52,850.00).

ARTICLE II. In consideration of the construction and completion of the work by the Contractors herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractors herein undertaken and agreed upon, the Contractors shall be paid the sum of Fifty-two thousand eight hundred fifty dollars (\$52,850.00), in accordance with the bid of said Contractors contained in Document No. 341441, on file in the office of the City Clerk of said City, a copy of which is attached hereto and made a part of this contract, and as is provided in the specifications attached hereto and made a part of this contract.

ARTICLE III. The Contractors hereby agree that they 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 Port Director of said City, subject to approval of the Harbor Commission of said City, evidenced by resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractors to any other party, and any such transfer shall cause annulment of this contract so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractors 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 Contractors under this contract, of which they are not patentees, or which they are not entitled to use or sell.

ARTICLE VI. The Contractors further agree and covenant that neither the Contractors, 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 196 of the Charter of The City of San Diego, and the Contractors shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractors, or by any sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Charter Section; and that the Contractors 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 said Charter, and that the Contractors 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 Contractors or any subcontractor contrary to the provisions of said Charter section 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 Contractors hereby expressly agree, that no labor other than citizens of The City of San Diego shall be employed on all construction work contemplated by this contract, save and except superintendents, representatives of the Contractors in charge of the direction of the work, and skilled workmen who cannot be obtained in said City.

ARTICLE VII. The Contractors further agree that in the performance of the work contemplated this contract, they 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 Contractors, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractors 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 Contractors, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per Diem 8 hours</u>
Auto mechanic	\$ 8.00
Blacksmith	6.00
Blademán	6.00
Bricklayer	12.00
Bricklayer tender	7.00
Bulldozer operator	8.00
Bulldozer operator, over 50 HP	10.00

<u>Trade or Occupation</u>	<u>Per Diem 8 hours</u>
Carpenter	9.00
Caulker	6.00
Cement finisher	10.00
Clerk	6.00
Compressor operator	9.00
Concrete mixerman, 10 cu.ft. & 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
Finish machine operator	10.00
Form setter	9.00
Jackhammerman	7.00
Kettleman, lead	6.00
Laborer, common	6.00
Materialman	6.00
Pipelayer	8.00
Plumber	11.00
Powderman	8.00
Pumpman	6.00
Plasterer	12.00
Reinforcing preassembled steelwork	10.00
Road grader operator	10.00
Roller operator	10.00
Roofer	9.00
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, 15000# and under	5.60
Truck Driver, over 15000#	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 \$5.00 per diem of 8 hours.

For overtime, 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 of officers thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Harbor Commission of The City of San Diego, thereunto duly authorized, and the Contractors have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLICKA

WM. E. HARPER

Members of the Harbor Commission

Party of the First Part.

D. W. KEMP & JAMES C. KEMP

a co-partnership dba KEMP BROTHERS

By D. W. KEMP

Contractor, Party of the Second Part.

(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 18th day of November, 1942.

JACOB WEINBERGER

City Attorney of The City of San Diego

By H. B. DANIEL

Assistant City Attorney.

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That D. W. KEMP and JAMES C. KEMP, a co-partnership, doing business under the firm name and style of KEMP BROS., as principals, and National Surety Corporation, 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 Fifty-two thousand eight hundred fifty dollars (\$52,850.00) (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 18 day of November, 1942.

WHEREAS, the said principals have entered into the annexed contract with The City of San Diego 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 construct a Fish Markets Building and adjacent appurtenant work, fronting Harbor Drive between Pacific Highway and San Diego Bay, in The City of San Diego, 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 23rd day of October, 1942, marked "Document No. 341130," and endorsed: "Plans & Specifications for Fish Markets Building," true copies of which said plans and specifications,

together with Notice to Contractors, Instructions to Bidders, and Proposal 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 principals, their 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 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 principals have hereunto subscribed their names, and the said surety 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.

D. W. KEMP & JAMES C. KEMP
a co-partnership, dba KEMP BROTHERS
By D. W. KEMP
Principals.

Acknowledgement attached:-

ETHEL W. BEEBE

Notary

NATIONAL SURETY CORPORATION
By CARR BEEBE Atty-in-Fact
Surety.

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 18th day of November, 1942.

JACOB WEINBERGER
City Attorney of The City of San Diego
By H. B. DANIEL
Assistant City Attorney.

Approved by a majority of the members of the Harbor Commission of The City of San Diego this 18th day of Nov., 1942.

R. H. VAN DEMAN
EMIL KLIKA
WM. E. HARPER

LABOR AND MATERIALMEN'S BOND.

KNOW ALL MEN BY THESE PRESENTS, That D. W. KEMP and JAMES C. KEMP, a co-partnership, doing business under the firm name and style of KEMP BROS., as principals, and NATIONAL SURETY CORPORATION, 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 Twenty-six thousand four hundred twenty-five dollars (\$26,425.00) (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, and successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18 day of Nov., 1942.

WHEREAS, the said principals have entered into the annexed contract with The City of San Diego 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 construct a Fish Markets Building and adjacent appurtenant work, fronting Harbor Drive between Pacific Highway and San Diego Bay, in The City of San Diego, 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 23rd day of October, 1942, marked "Document No. 341130," and endorsed: "Plans & Specifications for Fish Markets Building," true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders, and Proposal are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

AND WHEREAS, the aforesaid penal sum of Twenty-six thousand four hundred twenty-five dollars (\$26,425.00), (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 principals, their heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the 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 the 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 principals have hereunto subscribed their names, and the said surety 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.

D. W. KEMP & JAMES C. KEMP
A co-partnership dba KEMP BROTHERS
By D. W. KEMP
Principals.

Affidavit of Notary, ETHEL W. BEEBE, attached

NATIONAL SURETY CORPORATION
By CARR BEEBE Atty-in-fact
Surety

ATTEST:

I hereby approve the form of the within Bond this 18 day of Nov., 1942.
JACOB WEINBERGER City Attorney
By H. B. DANIEL
Assistant City Attorney

Approved by a majority of the members of the Harbor Commission of the City of San Diego, this 18th day of November, 1942.

R. H. VAN DEMAN
EMIL KLIKA
WM. E. HARPER
Members of the Harbor Commission

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Kemp Brothers for construction of Fish Markets Building; being Document No. 341606.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, J. M. TAYLOR is the owner of No. 45 ft of Lots #2-46 Inc., Block 2, of Bungalow Park Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of December by J. M. Taylor that I will, for and in consideration of the permission granted to remove 16 feet of curbing on Menlo between Dwight and Myrtle, 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.

And 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.

J. M. TAYLOR
2640 K St. National City Cal.

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 5 day of Dec., A.D. Nineteen Hundred and Forty Two, before me, Wm.G. Dilts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. M. Taylor known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires June 10, 1944. State of California.
I HEREBY approve the form of the foregoing agreement this 8th day of December, 1942.
JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 11 1942 58 min. past 3 P.M. in Book 1441 at page 225 of official records, San Diego Co., Cal. Recorded at request of City of San Diego.

I certify that I have correctly transcribed this document in above mentioned book.
PEARL M. ROSS
Copyist County 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. Taylor; being Document No. 341641.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patten Deputy

U.S.G.CO. BOND NO. 1395589

KNOW ALL MEN BY THESE PRESENTS, That THE LOS ANGELES NEWS COMPANY Division of The American News Company, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND FIVE HUNDRED Dollars (\$2,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of December, 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 to said City, from time to time as ordered:

The San Diego Public Library's requirements of trade books, technical books, text books and books of a trade nature, during the period commencing December 1, 1942 and ending June 30, 1943, 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:
D. R. WILLIAMS
Treasurer

THE LOS ANGELES NEWS COMPANY (SEAL)
DIVISION OF THE AMERICAN NEWS COMPANY
M. A. MORRISSEY, President
Principal
UNITED STATES GUARANTEE COMPANY (SEAL)
By WARD E. FLAXINGTON Assistant
Secretary
Surety

ATTEST:
Witness: DAVID OSSMAN (as to U.S.Guar.Co.)

I hereby approve the form of the within Bond, this 9th day of Dec., 1942.
JACOB WEINBERGER City Attorney
By H. B. DANIEL Asst. City Attorney
I hereby approve the foregoing bond this 9th day of Dec. 1942.
JOHN A. THORNTON Acting City Manager

Countersigned by: RATHBONE, KING & SEELEY
By WALTER H. DUFF, Agent, Los Angeles, California

STATE OF NEW YORK
City and County of } ss.
New York

On this 3rd day of December one thousand nine hundred and forty two 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 annexed bond on behalf of The Los Angeles News Company, Division of The American News Company 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 said United States Guarantee Company, and knows the corporate seal thereof; that the seal affixed to the said annexed instrument is such corporate seal, and was thereto affixed by order and authority of the Board of Directors of said Company, and that he signed said annexed instrument as Assistant Secretary of said Company by like order and authority; and that said Company is duly and legally incorporated under the laws of the State of New York, and that the assets of said Company, unencumbered and liable to execution, exceed its debts, claims and liabilities of every nature whatsoever by more than the sum of six million dollars, and that the attached statement of said Company's assets and liabilities signed by deponent, is true and correct, and that the liabilities of said Company do not exceed its assets as ascertained in the manner provided in the Insurance Law of the State of New York.

Subscribed, Sworn to and Acknowledged, before me on the date above written.

(SEAL) DAVID OSSMAN
Notary Public, Queens Co. No. 1384, Commission Filed
in New York Co. No. 3, Commission expires March
30, 1943
WARD E. FLAXINGTON
(Deponent's Signature)

CERTIFIED COPY OF RESOLUTION AUTHORIZING EXECUTION OF BONDS

At a regular meeting of the Board of Directors of the United States Guarantee Company of New York, duly held at the office of the Company in New York City on the 15th day of January, 1941, a quorum being present, on motion it was unanimously "RESOLVED, That Ward E. Flaxington, Assistant Secretary of this Company, be and he hereby is authorized to execute under such designation, in this company's name, and to affix its corporate seal to, and deliver for and on its behalf, as surety thereon or otherwise, bonds or obligations given or executed in the course of this Company's business, on bids or proposals made by any bidder, or to secure the performance of contracts made by any contractor, for furnishing supplies or equipment (including installation thereof) to United States of America or any State or municipality or any department, agency or official thereof, if the amount of such bid or contract does not exceed the sum of Fifty Thousand Dollars (\$50,000.00), and the execution of any and all such instruments, in this Company's name and on its behalf as surety thereon or otherwise, by such Assistant Secretary under the seal of this Company, in pursuance of the authority hereby conferred shall be valid and binding upon this Company."

CITY AND COUNTY ss.
OF NEW YORK:

I, Ira C. Miller Assistant Secretary of the United States Guarantee Company, do hereby certify that I have compared the foregoing resolution with the original thereof as recorded in the Minute Book of said Company, and that the same is a correct and true transcript therefrom, and of the whole of said original resolution and that said resolution has not been modified nor rescinded. Given under my hand and the seal of said Company at the City of New York, this 3rd day of December 1942.

(SEAL) IRA C. MILLER
Assistant Secretary

FINANCIAL STATEMENT OF THE UNITED STATES GUARANTEE COMPANY
90 John Street, New York, N.Y. as of June 30, 1942

ASSETS		LIABILITIES	
United States Government Bonds	\$8,828,431.02	Reserve for Unearned Premiums	\$ 4,302,719.97
State and Municipal Bonds	248,538.09	Reserve for Losses and Claims	2,829,155.31
Railroad Bonds and Stocks	528,223.23	Reserve for Loss Adjustment Expenses	87,517.99
Public Utility Bonds and Stocks	1,137,265.72	Reinsurance Reserves	1,263,740.90
Industrial, etc. Bonds and Stocks	4,471,578.09	Funds held under Reinsurance	
Total Bonds and Stocks	\$15,214,036.15	Treaties	454,213.63
Cash in Banks	\$4,462,981.25	Commissions and Brokerage	148,646.07
Cash in Office	8,747.22	Federal, State and Other Taxes	788,683.70
Premiums, not over three months due	498,375.89	Accounts Payable	93,477.29
Reinsurance Receivable	260,819.89	Voluntary Special Reserve	35,726.82
Accrued Interest	41,147.41	Voluntary Contingency Reserve	1,250,000.00
Other Assets	63,595.42	Capital paid in	\$2,000,000.00
		Surplus	7,295,821.55
		Surplus to Policyholders	9,295,821.55
Total Admitted Assets	\$20,549,703.23	Total Liabilities	\$ 20,549,703.23

Bonds and Stocks are valued in accordance with requirements of State of New York Insurance Department.
On the basis of June 30, 1942 market quotations for all bonds and stocks owned, this company's Total Admitted Assets and its Surplus would be increased by \$160,897.64.

Securities carried at \$1,194,688.00 in the above statement are deposited as required by law.

A CORRECT STATEMENT:

WARD E. FIAXINGTON, Assistant Secretary.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 2nd day of December, 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 The Los Angeles News Company, Division of the American News 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:

The San Diego Public Library's requirements of trade books, which include fiction, miscellaneous non-fiction, juvenile; technical books, which include books on scientific study and research; text books, which include school, or class books on any subject; and books of a trade nature, published by smaller publishers, not listed in Trade List Annual, from time to time as ordered, during the period commencing December 1, 1942, and ending June 30, 1943; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 341080.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

	Discount off Publisher's Standard List Price
Trade books.....	36%
Technical books.....	10%
Text books.....	10%
Books of a trade nature.....	15%

EXCEPT, for publications by Gosset and Dunlap, whose prices are protected by Fair Trade Act forcing contractor to limit their discount to 25%. When 50 or more copies of a single title are ordered, contractor will give the 36% off list price; and

EXCEPT, for Merriam Webster Dictionaries which are subject to the discounts as shown in schedule of Fair Trade Prices accompanying contractor's bid and on file in the office of the City Clerk under Document No. 341504.

Said contractor agrees to deliver said material from time to time as ordered by said City, until June 30, 1943.

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:

	Discount off Publisher's Standard List Price
Trade books.....	36%
Technical books.....	10%
Text books	10%
Books of a trade nature	15%

EXCEPT, for publications by Gosset and Dunlap, whose prices are protected by Fair Trade Act forcing contractor to limit their discount to 25%. When 50 or more copies of a single title are ordered, contractor will give the 36% off list price; and

EXCEPT, for Merriam Webster Dictionaries, which are subject to the discounts as shown in schedule of Fair Trade Prices accompanying contractor's bid and on file in the office of the City Clerk under Document No. 341504.

PROVIDED, however, that the City's said book requirements shall not exceed the sum of TEN THOUSAND DOLLARS (\$10,000.00), said payments to be made as follows: Payment will be made for books purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the books to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the books delivered will not be made until completion of the contract, and 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. 77675 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, the day and year in this agreement first above written.

ATTEST: D. R. WILLIAMS
Treasurer

THE CITY OF SAN DIEGO
By JOHN A. THORNTON
Acting City Manager
THE LOS ANGELES NEWS COMPANY
DIVISION OF THE AMERICAN NEWS COMPANY
M. W. MORRISSEY President
Contractor (SEAL)

I hereby approve the form and legality of the foregoing contract this 9th day of Dec., 1942.

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 Los Angeles News Company for Library books; being Document No. 341642.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Prater 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 4th day of December, 1942.

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.

(SEAL) ATTEST:
J. A. CANNON Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice President
in Charge of Sales

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 4th day of December, in the year nineteen hundred forty-two, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California

I hereby approve the form of the foregoing Undertaking this 12th day of December, 1942.

JACOB WEINBERGER City Attorney
By J. H. MCKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77682 passed and adopted on the 24th day of November, 1942, require and fix the sum of \$85.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM,

Deputy

CONTRACT FOR STREET LIGHTING

Logan Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 15th day of December, 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 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, 1942, to-wit, to and including November 15, 1943.

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 24, 1942, 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 FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
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 12th day of December, 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 for Logan Avenue Lighting District No. 1; being Document No. 341668.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

AGREEMENT AMENDING TIDE LAND LEASE

THIS AGREEMENT, made and entered into this 11th day of December, 1942, 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 The City of San Diego pursuant to Ordinance No. 2572 (New Series) of the ordinances of said City, adopted November 10th, 1942, hereinafter referred to as the City, party of the first part, and SAN DIEGO ROWING CLUB, a corporation, hereinafter referred to as the Company, party of the second part, WITNESSETH:

THAT WHEREAS, The City, as lessor, entered into a certain lease with the Company, as lessee, dated April 23, 1919, the original of which said lease is on file in the office of the City Clerk of said City bearing Document No. 121791, and is recorded in Book 3, page 274, et seq., Records of said City Clerk; and

WHEREAS, the parties hereto mutually desire to amend and modify said lease by changing the area of the leased premises and by extending the term of the lease;

NOW, THEREFORE, in consideration of the premises, the lease described in the preamble hereof is hereby amended in the following particulars and none other:

(1) The description of the area of land set forth on page 1 of said lease is hereby amended to read as follows:

"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 2024.76 feet northwesterly from Government Station 183; thence south 43° 31' west a distance of 130.38 feet to a point; thence south 50° 50' east parallel to said U. S. Bulkhead Line a distance of 445.72 feet to a point; thence at right angles south 39° 10' west a distance of 645 feet to a point; thence at right angles north 50° 50' west a distance of 340 feet to a point; thence at right angles north 39° 10' east a distance of 375 feet to a point; thence at right angles north 50° 50' west a distance of 140 feet to a point; thence north 43° 31' east a distance of 39.68 feet to a point; thence at right angles north 46° 29' west a distance of 6.30 feet to a point; thence at right angles north 43° 31' east a distance of 361 feet, more or less, to a point on the said U. S. Bulkhead Line; thence south 50° 50' east along the said U. S. Bulkhead Line a distance of 20.06 feet, more or less, to the point or place of beginning, containing an area of 265,063 square feet."

Said premises are indicated and shown on Harbor Department Drawing No. 87-B, dated October 28, 1942, marked "Exhibit A," attached hereto and made a part of this agreement.

(2) The term of said lease is hereby amended to be for a term of years commencing on the 1st day of April, 1919, and ending on the 1st day of April, 1964, unless sooner terminated as in said lease provided.

All of the terms and conditions of said lease, except as in this agreement specifically modified shall continue in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of said City have hereunto subscribed their names, as and for the act of said City, and the San Diego Rowing Club has caused these presents to be executed, and its corporate seal to be hereunto attached, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

By THE CITY OF SAN DIEGO
R. H. VAN DEMAN
EMIL KLICKA
WM. E. HARPER
Members of the Harbor Commission

(SEAL) ATTEST:
H. D. AUSTIN

SAN DIEGO ROWING CLUB
By A. T. BORTHWICK President

I hereby approve the form of the foregoing Agreement Amending Tideland Lease, this 13th day of December, 1942.

JACOB WEINBERGER 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 Agreement amending tideland lease by San Diego Rowing Club; being Document No. 341688.
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 provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Sydney Hammond Smith is the owner of Portion of Pueblo Lot 1167 lying east of Main St. & south of Rigel St;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of December, 1942, by Sydney Hammond Smith that he will, for and in consideration of the permission granted to remove 48 feet of curbing on Main between Rigel and Siva, 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 further agrees that this agreement shall be binding on myself & my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SYDNEY HAMMOND SMITH
3755 Main St.

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 15 day of Decem., A.D. Nineteen Hundred and 42, before me, Joseph Filippi a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sydney Hammond Smith known to me to be the person described in and whose name-----subscribed to the within instrument, and acknowledged to me that-----executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) JOSEPH FILIPPI
Notary Public in and for the County of San Diego,
My Commission expires Nov. 21, 1946 State of California

I HEREBY approve the form of the foregoing agreement this 16th day of December, 1942.

JACOB WEINBERGER City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 29 1942 50 min. past 9 A.M. in Book 1433 at page 499 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
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 Sydney Hammond Smith; being Document No. 341714.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That FRANK SOSA, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND Dollars (\$1000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal 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 22nd day of December, 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 labor and equipment for the collection and removal and to collect and remove daily all City refuse other than garbage from the curbs and sidewalks within the Central Traffic District of The City of San Diego for a period of time ending on the 30th day of June, 1943, in accordance with Notice to Bidders and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

FRANK SOSA

ATTEST:

Principal

GREAT AMERICAN INDEMNITY COMPANY (SEAL)

By L. DOSTER

By E. K. JAMES

Attorneys-in-fact
Surety

ATTEST:

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 22nd day of December in the year one thousand nine hundred and forty-two before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E. K. James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

R. L. PAINE

(SEAL)

Notary Public in and for the County of San Diego
State of California

My Commission will expire Jan. 12, 1946

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 22nd day of December, 1942 before me, Mary A. Schulte, a Notary Public in and for said County and State, personally appeared Frank Sosa and proved to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same.

MARY A. SCHULTE

Notary Public

(SEAL)

My Commission expires Aug. 30, 1944

I hereby approve the form of the within Bond, this 22d day of December, 1942.

JACOB WEINBERGER City Attorney

By H. B. DANIEL

Asst. City Attorney.

I hereby approve the foregoing bond this 22nd day of December 1942.

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 24th day of December, 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 FRANK SOSA, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor does hereby covenant and agree to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove daily all City refuse other than garbage from the curbs and sidewalks within the Central Traffic District of The City of San Diego, in accordance with the terms and conditions contained in the specifications and notice to bidders filed in the office of the City Clerk, bearing Document No. 341349, which said specifications are by reference made a part of this contract, in and for the total sum of Two Thousand Six Hundred Ninety-three Dollars (\$2693.00) per month, for a period of time ending on the 30th day of June, 1943; provided, however, that the City shall have and the contractor does hereby specifically give to the City an option to continue this contract in effect for a further period of 6 months from June 30, 1943. In event of the election by the City to continue this contract beyond said last-mentioned date, the contractor agrees in all respects to be bound by each and all of the terms and conditions of this contract to the same extent as though any such extended term had been part of the original term hereof, and that at all times during such extended term the contractor will keep in full force and effect the faithful performance bond, public liability and property damage insurance and Workmen's Compensation Insurance required by the specifications herein above referred to.

The City will furnish a dump for the use of the contractor at 36th and Market Streets, in the City of San Diego, but the contractor will not be permitted to burn any rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping rubbish, both combustible and noncombustible, in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative and the City specifically reserves the right to discontinue the operation of said dump at 36th and Market Streets at any time; provided, however, that in event of such discontinuance the City will provide another dump for the use of the contractor at some reasonably accessible location within the City limits.

Said contractor agrees that in the performance of this contract he will use at least five (5) trucks and such additional trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

Said contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the Council, in writing, having been first obtained.

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:

<u>Trade or Occupation</u>	<u>Per Day of 8 Hours</u>
Teamsters.....	\$ 5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

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, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of Two Thousand Six Hundred Ninety-three Dollars (\$2693.00) for the services performed by the contractor for the preceding month.

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. 77723 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
FRANK SOSA
Contractor

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 22nd day of December, 1942 before me, Mary A. Schulte, a Notary Public in and for said County and State, personally appeared Frank Sosa and proved to me to be the person whose name is subscribed to the above instrument and acknowledged to me that he executed the same.

My Commission expires Aug. 30, 1944
MARY A. SCHULTE
Notary Public (SEAL)

I HEREBY APPROVE the form and legality of the foregoing Contract this 22d day of December, 1942.

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 Frank Sosa for collection and removal of rubbish from the Central Traffic District; being Document No. 341756.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Magdalen T. Crownover is the owner of Lot J, Block 294, of Arlington; NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of December, by Magalen T. Crownover that I will, for and in consideration of the permission granted to remove 10 ft of curbing on Cottonwood between Vesta and Woden, adjacent to the above described property, bind me to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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.

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 19th day of December, A.D. Nineteen Hundred and Forty two before me, Clyde M. Richard, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Magdalen T. Crownover known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires June 11, 1944

1942.

CLYDE M. RICHARD
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 23rd day of December,

JACOB WEINBERGER City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 29 1942 50 min. past 9 A.M. in Book 1452 at page 82 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

C. JOHNSON,

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Magdalen F. Crownover; being Document No. 341781.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Violet Johnston is the owner of Lot 9 & 10 Blk. 89 in Middletown, Block 89, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of Dec. 1942, by Violet Johnston that she will, for and in consideration of the permission granted to remove 45 feet of curbing on India Street between Maple and Nutmeg, 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.

And further agrees that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

VIOLET JOHNSTON
2630 India Street

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 22nd day of Dec., A.D. Nineteen Hundred and 42, before me, H. C. McLean, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Violet Johnston 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 Oct. 7, 1946

1942.

H. C. MC LEAN
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 24th day of December,

JACOB WEINBERGER City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 29 1942 50 min. past 9 A.M. in Book 1449 at page 226 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

J. 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 Violet Johnston; being Document No. 341783.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING

El Cajon Boulevard Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED 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 4th day of December, 1942.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Gas & Electric Company, or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

(SEAL)
ATTEST: C. C. MAY
Asst. Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice-President
In Charge of Sales
Principal
THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT
Resident Vice-President
Surety

(SEAL)
ATTEST: E. L. TOLSON
Resident Assistant Secretary

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 4th day of December, in the year nineteen hundred forty-two, 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 28th day of December, 1942.

JACOB WEINBERGER City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77683 passed and adopted on the 24th day of November, 1942, 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 29th day of December, 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.

Such furnishing of electric current shall be for the period of one year from and including December 1, 1942, to-wit: to and including November 30, 1943.

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 5, 1942, 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 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 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.

(SEAL)

ATTEST: C. C. MAY
Asst. Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO
By HOWARD B. BARD
H. DEGRAFF AUSTIN
PAUL J. HARTLEY
FRED W. SIMPSON
ERNEST J. BOUD
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 29th day of December, 1942.

JACOB WEINBERGER City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for El Cajon Boulevard Lighting District No. 1; being Document No. 341803.

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

DA-NR-11

BETWEEN THE CITY OF SAN DIEGO AND THE STATE OF CALIFORNIA

This Agreement made and executed this 1st day of December, 1942, by and between the City of San Diego in the County of San Diego, State of California, hereinafter referred to as the "City", and the STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, hereinafter referred to as the "Department".

RECITALS

1. Under the provisions of Section 6 of the "Defense Highway Act of 1941," enacted by Congress and approved by the President on November 19, 1941, the Navy Department has certified that the construction of a naval reservation access road, to-wit: Rosecrans Street and Mission Valley from Lytton Street to U. S. 395, about 0.3 mile south of the San Diego River, designated by the Public Roads Administration as Project DA-NR 11, access road to naval establishments at San Diego, said road being approximately 3.5 miles in length, is important to national defense and that said road is eligible for allocation of funds from said "Defense Highway Act of 1941."

2. It is anticipated that, in addition to certain funds and rights of way, and the right to connect facilities to an existing sewer, all as provided for by the City under the terms of a contract dated September 1, 1942, Federal funds will be made available for the balance of the cost of constructing said road.

3. The Department has been designated as the agency to construct said road with Federal and City funds. Said access road is not a part of the State highway system and State highway funds are not available for its maintenance. In order to secure Federal funds for the construction of said road, it is necessary to provide by agreement for its maintenance as a public road thereafter.

THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties agree as follows:

1. The Department will use its best efforts to obtain Federal funds for the construction of said access road, and if said funds are made available, the Department will provide for the construction without expense to the City except as provided in the aforementioned contract.

2. The City agrees that after completion of said project, and upon notice of such completion, provided the Department conveys to the City all rights of way for this project other than those then owned by the City, it will maintain said road at its own expense and in a manner satisfactory to the authorized agents of the United States.

CITY OF SAN DIEGO STATE OF CALIFORNIA

Approved as to form and procedure

ROBERT E. REED

Attorney for the Department

By WALTER W. COOPER

City Manager

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS

Approved as to form and procedure

JACOB WEINBERGER, City Attorney

By H. B. DANIEL Asst. City Attorney

FRANK W. CLARK

Director of Public Works

MORGAN KEATON

Deputy Director of Public Works

Approved G. T. MC COY

Asst. State Highway Engineer

Rev. 10-26-42

(SEAL)

DEC 17 1942

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State of California Division of Highways re construction of Rosecrans Street, Mission Valley Road; being Document No. 341833.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

DA-NR-14

A G R E E M E N T

BETWEEN THE CITY OF SAN DIEGO AND THE STATE OF CALIFORNIA

This Agreement made and executed this 1st day of December 1942, by and between the CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, hereinafter referred to as the "City", and the STATE OF CALIFORNIA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF HIGHWAYS, hereinafter referred to as the "Department."

Recitals.

1. Under the provisions of Section 6 of the "Defense Highway Act of 1941," enacted by Congress and approved by the President on November 19, 1941, the Navy Department has certified that the construction of a naval reservation access road, to-wit: Harbor Drive from Civic Center to Rosecrans Street, designated by the Public Roads Administration as Project DA-NR 14 access road to Naval Establishments at San Diego, said road being approximately 3.7 miles in length; is important to national defense and that said road is eligible for allocation of funds from said "Defense Highway Act of 1941."

2. It is anticipated that Federal funds will be made available for the cost of constructing said road.

3. The Department has been designated as the agency to construct said road with Federal funds. Said access road is not a part of the State highway system and State highway funds are not available for its maintenance. In order to secure Federal funds for the construction of said road, it is necessary to provide by agreement for its maintenance as a public road thereafter.

THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties agree as follows:

1. The Department will use its best efforts to obtain Federal funds for the construction of said access road, and, if said funds are made available, the Department will provide for the construction of said road without expense to the City.

2. The City agrees that after completion of said project, and upon notice of such completion, provided the Department conveys to the City all rights of way for this project other than those then owned by the City, it will maintain said road at its own expense and in a manner satisfactory to the authorized agents of the United States.

CITY OF SAN DIEGO STATE OF CALIFORNIA
By WALTER W. COOPER

City Manager
STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS
FRANK W. CLARK, Director of Public Works
MORGAN KEATON
Deputy Director of
Public Works

Approved as to form and procedure
ROBERT E. REED

Attorney for the Department
Approved: G. T. McCoy
Asst. State Highway Engineer

(SEAL)

DEC 17 1942

Approved as to form and procedure
JACOB WEINBERGER, City Attorney
By H. B. DANIEL
Asst. City Attorney

Rev. 10-26-42

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State of California, Division of Highways re construction of Harbor Drive from Civic Center to Rosecrans Street; being Document No. 341834.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Hatten Deputy

COUNTERPART II

(WSA-SPECIAL DEMISE)
10/23/42

Contract No. WSA-3176

This BAREBOAT CHARTER made as of October 28, 1942, between the UNITED STATES OF AMERICA, acting by and through the Administrator, War Shipping Administration, (herein called the "Charterer") and City of San Diego (herein called the "Owner") WITNESSETH: WHEREAS:

I. The Charterer has determined, pursuant to an Act of Congress approved June 6, 1941 (Public No. 101 - 77th Congress, Ch. 174), that vessels in addition to those otherwise available are necessary for the transportation of commodities essential to the national defense;

II. The Charterer deems the Owner's BILL KETTNER, Official No. 217,300, (herein called the "Vessel"), necessary for such transportation and the terms and conditions hereof and the period of this Charter and the restrictions herein contained to be necessary or desirable for the protection of the public interest and the rate of hire herein provided to be fair and reasonable; and

III. It is the intention of the Charterer to subcharter or otherwise make available the Vessel to other Departments or agencies of the Government;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. Delivery and Redelivery of Vessel. The Vessel shall be delivered at a place and time to be mutually agreed upon, and redelivered at a place likewise to be mutually agreed upon, as evidenced by certificates of delivery and redelivery.

ARTICLE 2. Charter Hire. The Charterer shall pay the Owner hire at the rate of \$1.00 per annum, and pro rata for any part thereof, from the time of the Vessel's delivery, until the time of her redelivery, or, if the Vessel is sooner lost, to and including the time of its loss (if the time of such loss is uncertain, then to and including the time the Vessel is last heard from), or if the Vessel is a declared constructive total loss, to the time of the declaration of such constructive total loss by the Charterer.

Such hire shall be due and payable upon the delivery of the Vessel, unless otherwise stated herein, and in the event the period of this Charter is extended by mutual agreement, then the hire for such period or periods of extension shall be payable in arrears.

ARTICLE 3. Condition of Vessel on Delivery and Redelivery. The Charterer shall accept the Vessel "as is", in whatever condition it may be at the time of delivery thereof, without any agreement, representation or warranty, expressed or implied, by the Owner as to its physical condition, equipment, seaworthiness, or fitness for any purposes whatsoever. The Vessel, unless lost, shall be redelivered by the Charterer to the Owner after she has been restored by the Charterer to the same condition as that in which delivered, ordinary wear and tear excepted.

ARTICLE 4. Maintenance. The Charterer shall, at its own expense, maintain the Vessel, so far as is possible, in at least as good condition, working order and repair as said Vessel was in at the time of her delivery to the Charterer hereunder, ordinary wear and tear excepted.

The Vessel shall be surveyed, if practicable, at the expense of the Charterer, before delivery and upon redelivery to determine her condition.

The Charterer shall have the right during the existence of this Charter to make any alterations and changes, and to install or attach any additional equipment which may be required for the particular use and purpose for which said Vessel is chartered. The equipment so placed in or upon the said Vessel shall be and remain the property of the Charterer and may be removed therefrom by the Charterer prior to the termination of such Charter, unless otherwise mutually agreed upon.

Structural changes may be made in the Vessel, her boilers, machinery or appurtenances without the prior written consent of the Owner. However, if any such structural changes are made or if any changes are made in her boilers, machinery, appurtenances, or spare parts, the Vessel upon redelivery may, or, if the Owner so requests, shall be restored to her original condition, ordinary wear and tear excepted.

ARTICLE 5. Fuel and Stores on Board Vessel at Delivery and Redelivery. The Charterer shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board at the time of delivery, and the Owner shall accept and pay for all unbroached consumable stores, fuel oil and fresh water (acceptable by the Owner) on board on redelivery at the current market prices at the ports of delivery and of redelivery, respectively, on the respective dates of the inventories thereof. "Consumable stores" within the meaning of this paragraph are all consumable and subsistence stores (but not radio supplies, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A and 7919A (Revised Forms 1939).

ARTICLE 6. Inventories. A complete inventory of the Vessel's entire outfit, equipment, appliances, spare and replacement parts and of all consumable stores, fuel oil and fresh water on board as of the time of the Vessel's delivery shall be jointly taken by representatives of the Charterer and the Owner, and mutually agreed upon by them as to items and as to price with respect to all consumable stores, fuel oil and fresh water (but if it is impracticable to make such inventory, then the Charterer will accept the Owner's inventory or reasonable estimates as to items and as to reasonable prices where pricing is required) at the time of delivery, or as soon thereafter as may be possible, and a similar inventory shall be so jointly taken and mutually agreed upon immediately after redelivery.

ARTICLE 7. Use of Equipment. The Charterer shall have the use of all outfit, equipment, appliances, spare and replacement parts on board the Vessel from the time of delivery without extra cost (with the exception of the leased equipment), and the same or their substantial equivalent shall be returned to the Owner upon redelivery of the Vessel.

ARTICLE 8. Removal of Equipment. The Owner may, prior to the first departure of the Vessel from its port of delivery, and thereafter at any reasonable time, remove such equipment on board as is not required for the intended employment of the Vessel.

ARTICLE 9. Leased Equipment. The Charterer shall assume the obligations of the Owner under any contracts in connection with leased equipment on board and all supplies connected therewith after delivery, either by direct payment to the lessor thereof or by reimbursing the Owner for the rental and any other expenses under the Owner's contracts for such equipment during the period of this Charter, at the Owner's option, except that the Charterer, at the beginning of the charter period may substitute any other form of agreement as to such services mutually satisfactory to the Charterer and these contractors.

ARTICLE 10. Charterer to Man, Victual and Navigate. During the period hereof the Charterer shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident thereto, it being understood that the Owner retains no control, possession or command whatsoever during the period of the Charter, but that the Charterer shall have exclusive possession, control and command of said Vessel during the period of this Charter.

ARTICLE 11. Marine and War Risks. The Charterer shall, effective with the time of delivery of the Vessel under this Charter, assume or provide insurance against war, marine and all other risks or liabilities of whatsoever nature or kind, including, without limitation, all risks or liabilities for breach of statute or for damage to property including cargo and other vessels, or for the personal injuries or death of any persons whatsoever, and shall indemnify and save harmless the Owner and the Vessel against and from any and all loss, liability, damage, and expense (including costs of court and reasonable attorneys' fees) on account of such risks or liabilities arising out of any matter occurring during the currency of this Charter.

ARTICLE 12. Total Loss Liability. In the event of total loss of the Vessel, the Charterer agrees to pay to the Owner a sum to be mutually agreed upon, but failing such agreement, a sum to be determined and payable in like manner as is just compensation under the provisions of Section 902 of the Merchant Marine Act, 1936, as amended.

ARTICLE 13. Constructive Total Loss Liability. In case of serious damage or injury to the Vessel during the period of this Charter, to the extent that the Charterer shall consider her to be a constructive total loss, the Charterer shall have the option of declaring her a constructive total loss by so notifying the Owner in writing. In the event of such a declaration by the Charterer, the Charterer shall forthwith pay the Owner as though the Vessel were an actual total loss. Against such payment the Owner will give the Charterer such releases and instruments granting the Vessel or the property of her remaining as the Charterer may require.

ARTICLE 14. Insurance. (a) On and after the date of delivery of the Vessel under this Charter, the Owner shall not be required to carry any insurance whatsoever, but the Owner shall, as promptly as may be practicable, effect the cancellation of existing policies of insurance.

(b) If the Charterer shall insure the Vessel in its own Insurance Fund, the Charterer shall not, either as Charterer or insurer, have any right of subrogation against the Owner on account of loss or damage to the Vessel or its machinery or appurtenances, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owner covered by insurance underwritten by the Charterer. Such insurance shall not in any way affect the Charterer's obligation to the Owner under this Charter.

ARTICLE 15. Indemnification. The Owner shall forever indemnify and hold harmless the Charterer against any liens of whatsoever nature upon the Vessel at the time of its delivery hereunder. The Charterer shall indemnify, hold harmless and defend the Owner and the Vessel against any claims, demands or liabilities against them or either of them (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) arising out of the use or operation of the Vessel by the Charterer or any subcharterer in relation to the Vessel, or out of any obligation or liability incurred by the Charterer or any subcharterer.

ARTICLE 16. Subcharter. The Charterer shall at all times have the right to sub-charter the Vessel bareboat to other Government Departments or agencies without prejudice to this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

ARTICLE 17. Officials not to Benefit. No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909 (35 Stat. 1109). No member of or delegate to Congress, nor Resident Commissioner, shall be employed by the Owner either with or without compensation as an attorney, agent, officer or director.

ARTICLE 18. Special Provisions.

(a) The vessel shall be maintained by Charterer or Sub-charterer as a fireboat, and shall be used for the exclusive purpose of fire protection, and shall not be removed from, or operated outside waters of San Diego Bay, except in cases of emergency.

(b) The owner agrees to install the necessary central fire alarm system to such fireboat stations as the Charterer shall use, provided that the Charterer shall furnish the material and equipment for this purpose.

(c) Said Charter shall be for the term commencing with date of delivery of the vessel and ending on June 30, 1943; provided, however, that such period may at the option of the Charterer be extended for additional periods of one year each; and provided further that either party may terminate this Charter at any time by giving thirty days written notice of such termination to the other party.

(d) In the event that the Charterer makes structural changes or alterations to the Vessel, or if the Charterer shall elect not to make the repairs necessary to effect the re-delivery of the Vessel as required under this Charter, the Charterer shall have the option of purchasing the Vessel for a sum to be mutually agreed upon with the Owner but, failing such agreement, for a sum to be determined and payable in like manner as is just compensation under Section 902 of the Merchant Marine Act, 1936, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Charter in triplicate as of the day and year first above written.

UNITED STATES OF AMERICA

By: E. S. LAND, Administrator
War Shipping Administration

By D. F. HOWLIHAN

For the Administrator

CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

Approved as to form:

FRANK Y. ZITO, Assistant General Counsel
War Shipping Administration

Approved as to form:

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 Counterpart II of Charter Agreement between the United States and the City of San Diego covering operation of City's fireboat BILL KETTNER; being Document No. 341877.

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 31st day of January, 1943, 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 CHARLES M. DAVIS of said City and state, party of the second part, WITNESSETH:

That in consideration of the mutual promises and matters and things hereinafter recited, the parties hereto agree as follows:

(1) The City will deliver all of the non-combustible rubbish, separated as required by the provisions of Ordinance No. 2554 (New Series) of the ordinances of The City of San Diego, collected by it, save and except the rubbish collected in what is known as the "La Jolla District" of said city, to the party of the second part at the concrete apron of his shredding plant in National City, California.

(2) The party of the second part will pay to the City for said non-combustible rubbish the sum of Five Hundred Dollars (\$500.00) per month, payable monthly not later than the 10th day of each succeeding month.

(3) The party of the second part will at his own expense unload all of such non-combustible rubbish or material delivered to his plant, as herein contemplated.

(4) In event of an unavoidable breakdown of the shredding plant of the party of the second part or his inability to secure necessary replacement parts to keep said plant in operation, or a temporary loss of market, the City upon notice from the party of the second part will divert all of the non-combustible rubbish or material to be delivered hereunder to the City dumps and will continue such diversion until such time as party of the second part shall notify the City to resume delivery of such rubbish and material to his shredding plant in National City.

(5) This agreement shall continue in force and effect during the present war in which the United States is engaged and for a period of six months after the cessation of hostilities.

(6) It is mutually agreed that in no case unauthorized by the Charter of The City of San Diego or the General Laws of the State of California applicable to said City shall said City or any department, board or officer 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, pursuant to a resolution of its Council authorizing said execution, and said second party has hereto subscribed his name the day and year first above written.

THE CITY OF SAN DIEGO,

By WALTER W. COOPER

City Manager

CHARLES M. DAVIS

Party of the Second Part

I HEREBY APPROVE the form and legality of the foregoing Agreement this 11th day of January, 1943.

CLARENCE J. NOVOTNY, 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 Charles M Davis for delivery by the City of non-combustible rubbish and material; being Document No. 341896.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Mrs. Radee Malette is the owner of Lot 18 to 24 Block 24, of Ocean Beach Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of December, by Mrs. Radee Malette that I will, for and in consideration of the permission granted to remove 40 feet of curbing on Ebers Street between West Point Loma Blvd and Greene, adjacent to the above described property, bind myself to, and do hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MRS. RADEE MALETTE
3561 Sterne St.

STATE OF CALIFORNIA,)

County of San Diego,) ss

On this 29th day of December, A.D. Nineteen Hundred and Forty-two before me, Marcia Kerns, 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.

(SEAL)

MARCIA KERNS
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 7th day of January, 1943.

CLARENCE J. NOVOTNY
City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED JAN 11 1943 20 min. past 9 A.M. in Book 1440 at page 409 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 Mrs. Radee Malette; being Document No. 341871.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Mrs. Radee Malette is the owner of Lot 18 to 24, Block 24, of Ocean Beach Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of December, by Mrs. Radee Malette that I will, for and in consideration of the permission granted to remove 40 feet of curbing on Greene Street between West Pt. Loma Blvd. and Ebers, adjacent to the above described property, bind myself to, and do hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MRS. RADEE MALETTE
3561 Sterne St.

STATE OF CALIFORNIA,)

County of San Diego,) ss

On this 29th day of December, A.D. Nineteen Hundred and Forty-two before me, Marcia Kerns, 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-----executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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

I HEREBY approve the form of the foregoing agreement this 7th day of January, 1943.
CIARENCE J. NOVOTNY

City Attorney

By HARRY S. CLARK,

Deputy City Attorney

RECORDED JAN 11 1943 20 min. past 9 A.M. in Book 1440 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.

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 Mrs. Radee Malette; being Document No. 341872.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Bernard E. Harmer is the owner of Lots D and I, Block 110, of Horton's Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of January 1943, by Bernard E. Harmer that he will, for and in consideration of the permission granted to remove 2-14 ea. feet of curbing on 8th and 9th Streets between Island and "J" Sts., 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.

And further agrees that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

BERNARD E. HARMER

801 Island Ave. San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 5 day of January, A.D. Nineteen Hundred and forty-three before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bernard E. Harmer 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 June 30, 1946.

C. S. STOUT
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 9th day of January, 1943.
CIARENCE J. NOVOTNY,

City Attorney

By HARRY S. CLARK,

Deputy City Attorney

RECORDED JAN 11 1943 20 min. past 9 A.M. in Book 1440 at page 407 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 Bernard E. Harmer; being Document No. 341880.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, John Petronovich is the owner of Lot 41-48, Block 19, of Reed & Hubbel Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7 day of January, by John Petronovich that he will, for and in consideration of the permission granted to remove 90 feet of curbing on Main Street between Twenty-Seventh and Twenty-Eighth and 45 ft of curbing on 28th Street between Main & Newton, adjacent to the above described property, bind -----to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on John Petronovich, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JOHN PETRONOVICH

2796 Main St.

(Sketch)

STATE OF CALIFORNIA }
County of San Diego, } ss

On this 7 day of January, A.D. Nineteen Hundred and Forty-three before me, Effie B. Powell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Petronovich known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) My Commission expires April 29, 1945
I HEREBY approve the form of the foregoing agreement this 9th day of January, 1943.
EFFIE B. POWELL
Notary Public in and for the County of San Diego,
State of California
Clarence J. Novotny
City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED JAN 11 1943 20 min. past 9 A.M. in Book 1440 at page 407 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 John Petronovich; being Document No. 341881.

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

Regarding construction of two living units.

STATE OF CALIFORNIA }
County of San Diego } ss.
City of San Diego }

Purl Purdy, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property; Lot Five (5) Block Thirteen (13) Subdivision Brookes Addition, located at 3590 - 5th Avenue;

That I desire to maintain as living quarters two auxiliary buildings on the above described property, recently converted; the south building with a 2 ft. side yard and required rear yard and make addition thereto, with 2 ft. side yard; the north building with a 9 ft. rear yard and the required side yard in compliance with application for zone variance under Petition No. 1644, dated January 9, 1943.

That I, in consideration of approval granted by the City of San Diego to use the buildings as sleeping rooms only with no kitchens, under Resolution No. 224, of the Zoning Committee, dated January 13, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will comply with Building and Fire Department regulations; the premises will be cleaned up and kept in first class condition at all times; and six months after the termination of the present war between the United States of America and any country, I will then cease said buildings to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

PURL PURDY
525 Spruce St.

On this 15th day of January A.D. Nineteen Hundred and forty three, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Purl Purdy 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 August 5, 1945
AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California

RECORDED JAN 23 1943 15 min. past 10 A.M. in Book 1450 at page 330 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. OSGOOD

Copyist 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 Purl Purdy relative to living quarters in two buildings at 3590 Fifth Avenue; being Document No. 341942.

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

Regarding construction of a living unit.

STATE OF CALIFORNIA }
 County of San Diego }
 City of San Diego }

Lyder L. Laugeson and Pearl E. Steiger, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property; Lot Three (3) Block Four (4) Subdivision Chester Park Addition, located at 4639 El Cajon Boulevard;

That we desire to convert a store on the above described property into living quarters with no side yard and have applied for a zone variance under Petition No. 1649, dated January 18, 1943;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters under Resolution No. 228, of the Zoning Committee, dated January 21, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will comply with all Building Department regulations and six months after the termination of the present war between the United States of America and any country, we will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

L. L. LAUGESON M.D.
 4553 El Cajon Blvd.

PEARL E. STEIGER
 3553 - 43rd St.

On this 21st day of January A.D. Nineteen Hundred and Forty Three, before me, August M. Wadstrom a Notary Public in and for said County residing therein, duly commissioned and sworn, personally appeared L. L. Laugeson and Pearl E. Steiger known to me to be the person 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) AUGUST M. WADSTROM
 Notary Public in and for the County of San Diego,
 State of California
 My commission expires August 5, 1945
 RECORDED JAN 23 1943 15 min. past 10 A.M. in Book 1463 at page 16 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.
 PEARL M. ROSS

Copyist 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 relative to living unit at 4639 El Cajon Boulevard; being Document No. 342017.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED BY WILLIAM M. PEARSON UNDER HIS CONTRACT FOR CLEARING SAN VICENTE RESERVOIR BASIN, WHICH SAID CONTRACT IS DATED DECEMBER 2, 1941, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 334427.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed by William M. Pearson, and which said contract is dated December 2, 1941, and is on file in the office of the City Clerk of said City as Document No. 334427, was completed and performed to the satisfaction of the Hydraulic Engineer of said City in charge of and having supervision of said work on January 25, 1943.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on January 26, 1943, by resolution duly and regularly passed and adopted, officially accepted said work performed by William M. Pearson. A 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 26th day of January, 1943.

THE CITY OF SAN DIEGO
 By FRED W. SICK

City Clerk

RECORDED JAN 26, 1943 20 min. past 4 P.M. in Book 1464 at page 41 of Official Records, San Diego Co., Cal. Recorded at request of Fred W. Sick.

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.
 H. KNIGHT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of completion of contract of William M. Pearson for clearing San Vicente Reservoir Basin; being Document No. 342059.

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

Regarding construction of a living unit.

STATE OF CALIFORNIA)
County of San Diego) ss.
City of San Diego)

Roy E. Daniel and Grace Etta Daniel, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Thirty Five (35) and Thirty Six (36) Block One hundred fifty three (153) Subdivision University Heights, located at 4144 Kansas Street

That we desire to remodel an existing sleeping room in the rear of 4144 Kansas Street on the above described property into living quarters, with a one (1) foot side yard and install a bath room and have applied for a zone variance under Petition No. 1648, dated January 18, 1943;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters under Resolution No. 226, of the Zoning Committee, dated January 21, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will comply with all regulations of the Building Department and six months after the termination of the present war between the United States of America and any country, we will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ROY E. DANIEL GRACE ETTA DANIEL
4144 Kansas St. 4144 Kansas

On this 26th day of January A.D. Nineteen Hundred and Forty Three, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roy E. Daniel and Grace Etta Daniel known to me to be the person 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California
My Commission expires August 5, 1945
RECORDED JAN 29, 1943 16 min. past 2 P.M. in Book 1450 at page 364 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
V. OSGOOD

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 from Roy E. and Grace Etta Daniel re construction of a living unit at 4144 Kansas Street; being Document No. 342070.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed at such time as requested so to do by the City Council, and

WHEREAS, The Sanitary Laundry Co. is the owner of Lot 10 and 11 Block 20 of Sherman's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of January, 1943, by The Sanitary Laundry Co., that we will, for and in consideration of the permission granted to remove 14 feet of curbing on 16th Street between Island Avenue and J Street, adjacent to the above described property, bind us to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs ----- 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.

And further agree that this agreement shall be binding on The Sanitary Laundry 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.

THE SANITARY LAUNDRY CO.,
A. Q. IRWIN secy.
472 16th Street, San Diego, Calif.

STATE OF CALIFORNIA)
County of San Diego,) ss

On this 26th day of January, A.D. Nineteen Hundred and 43, before me, Harry McKinley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. Q. Irwin known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) HARRY MCKINLEY
Notary Public in and for the County of San Diego,
State of California
My Commission expires April 2, 1946

I HEREBY approve the form of the foregoing agreement this 28th day of January, 1943.
CLARENCE J. NOVOTNY City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JAN 29 1943 15 min. past 2 P.M. in Book 1454 at page 224 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
O. PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from The Sanitary Laundry Company; being Document No. 342077.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT (Easement)

Between City of San Diego, California and United States of America

THIS AGREEMENT, entered into this 1st day of April, in the year one thousand nine hundred and forty-two, by and between the City of San Diego, California, whose address is Civic Center, San Diego, California, itself, its successors and assigns, hereinafter called the Grantor, and the United States of America, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, hereinafter called the Government, by virtue of the authority contained in Section 201 of an Act of Congress approved December 18, 1941 (known as the "First War Power Act, 1941") Public Law 354, 77th Congress, First Session, and pursuant to Executive Order No. 9001, dated December 27, 1941, whereby the Secretary of the Navy was authorized to make contracts in accordance with the said Act of Congress.

WITNESSETH: That for and in consideration of payment to the Grantor of the sum of One (\$1.00) dollar, the Grantor hereby grants to the Government an easement for right-of-way for the construction, maintenance, operation and repair of a 16-inch water main under and across the following described land, being a part of Lot 35, Rancho Mission San Diego, San Diego County, California, and as shown on P. W. Drawing No. KP102/N26-6(33), approved April 9, 1942, copy of which is attached hereto and made a part of this Agreement.

Beginning at a point on the North line of Lot 35, Rancho Mission San Diego, distant 720.01 feet from the Northwest corner on a bearing of South 59° 22' 15" East; thence Southwesterly a distance of 565.49 feet on a bearing of South 11° 31' 00" West to an angle point; thence Southeasterly a distance of 1.03 feet on a bearing of South 0° 09' 00" East to the South line of Lot 35 and the Northeast corner of Lot 46; thence along the South line of said Lot on a bearing of North 89° 42' 45" East, a distance of 10.00 feet to an angle point; thence Northeasterly along a line bearing North 11° 31' 00" East a distance of 562.05 feet to a point on the North line of Lot 35; thence along the north line of said Lot on a bearing of North 59° 22' 15" West a distance of 10.58 feet to the point of beginning.

This easement is granted subject to the following provisions and conditions:

1. This grant of easement shall be and become effective as of the 1st day of April 1942, and shall continue in effect for the duration of the several wars in which the United States is engaged and for a period of six months thereafter. It is understood however, that the Grantor will extend said easement for such further period of time as may be desired by the Government.

2. The Government shall retain title to the facility constructed hereunder and all costs and expenses incurred in connection with the construction, maintenance, operation and repair of said facility shall be borne by the Government. Upon the termination of this grant, the Government, within a reasonable length of time thereafter, shall remove the said facility and restore Grantor's land as nearly as practicable to its original condition. Any expense incurred by the Grantor after such termination in removing such property or in restoring said land, shall be reimbursed to the Grantor by the Government out of such funds as may be available therefor or which have been appropriated for such purpose by the Congress of the United States.

3. All activities authorized hereunder shall be subject to such rules and regulations as regards supervision, or otherwise, as may, from time to time, be prescribed by the Government, or by the Commandant, Eleventh Naval District, San Diego, California.

4. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property of the Grantor in connection with the construction, maintenance, operation or repair of such facility, occasioned in whole or in part by the acts or omissions of the Government, its officers, agents, or employees, the Government agrees to submit to the Congress of the United States a statement of the facts in regard thereto and to make such appropriate recommendations with respect to indemnifying and saving harmless the Grantor in whole or in part as the circumstances warrant.

5. 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.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed our seal the day and year first above written.

CITY OF SAN DIEGO, CALIFORNIA

By WALTER W. COOPER

THIS AGREEMENT is also executed by the Government in acknowledgment and acceptance of the terms herein set forth.

UNITED STATES OF AMERICA

By JOHN J. CONNOR

By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

I HEREBY APPROVE the form and legality of the foregoing instrument this 29th day of December, 1942.

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 granting easement to United States for 16" water main across part of Lot 35, Rancho Mission; being Document No. 342102.

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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, J. C. Edenson is the owner of Lot North 35' of Lot D, Block 51, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of Jan. 1943, by J. C. Edenson that he will, for and in consideration of the permission granted to remove 18' feet of curbing on 12th St. between Broadway and E Sts., 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.

And further agrees that this agreement shall be binding on J. C. Edenson, 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. C. EDENSON

945 - 12th Ave. San Diego

STATE OF CALIFORNIA,

County of San Diego,

} ss.

On this 16th day of January, A.D. Nineteen Hundred and Forty Three, before me, Chas. L. Hampshire, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. C. Evenson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 11, 1946

CHAS. L. HAMPSHIRE
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 28th day of January, 1943.

CLARENCE J. NOVOTNY, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED JAN 29, 1943 14 min. past 2 P.M. in Book 1453 at page 236 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
RUTH HUBBARD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. C. Edenson; being Document No. 342083.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

BETWEEN CITY OF SAN DIEGO, A MUNICIPAL CORPORATION AND THE
UNITED STATES OF AMERICA.

1. THIS LEASE, made and entered into this 15th day of November in the year one thousand nine hundred and forty-two by and between CITY OF SAN DIEGO, A MUNICIPAL CORPORATION whose address is Civic Center, San Diego, California, 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: All that certain real property situate in the City of San Diego, County of San Diego, State of California and particularly described as follows, to-wit:

All of Block 359 (excepting therefrom that portion of Lot 3 lying easterly of Morena Boulevard), Old San Diego, as shown on map drawn by James Pascoe, 1870 and filed February 4, 1876, with the City Engineer. Located on the westerly line of Morena Boulevard beginning approximately 250 feet northerly of the San Diego River Bridge. Vacant land containing approximately 1.55 acres. to be used exclusively for the following purposes (see instruction No. 3): Military Purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 15, 1942 and ending with June 30, 1947.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One and no/100 (\$1.00) dollars per annum, receipt whereof hereby acknowledged and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least 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 6 months after the termination of the present emergency.

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 and no/100 (\$1.00) dollars per annum. Receipt whereof hereby acknowledged.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the

expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government 7 days before the termination of the lease.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The Government reserves the right to cancel this lease or any renewal thereof by giving the Lessor ten days advance written notice.

Paragraphs 9 and 10 deleted prior to execution.

Paragraph 12 inserted prior to execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

FRED W. SICK City Clerk
San Diego, Calif.
(SEAL)

CITY OF SAN DIEGO
By WALTER W. COOPER City Manager
Lessor

UNITED STATES OF AMERICA
By RAY T. MARSH Major Corps of
Engineers, Contracting Office

I hereby approve the form of the foregoing Lease this 30th day of November, 1942.
JACOB WEINBERGER City Attorney

By H. B. DANIEL
Assistant City Attorney

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS
San Diego, California November 15, 1942
LOCATION DATE

This record to be appended to and made a part of an agreement entered into between the United States of America and the undersigned; owner of the property hereinafter identified.

1. IDENTITY OF PROPERTY: on the westerly line of Morena Blvd. beginning approx. 250 feet northerly of San Diego River Bridge, San Diego, Calif.

2. AREA USED: Building: None Land 1.55 acres Total 1.55 acres

3. TYPE BUILDING: None

FLOORS: None

WALLS: None

CEILINGS: None

STAIRS: None

PLUMBING: None

ROOF: None

EXTERIOR SIDES: None

4. FENCING: None Amount: -- Type: --

5. CROPS: None

6. OTHER IMPROVEMENTS: None

7. REMARKS: Vacant land - level. Sandy unimproved river bottom. Typical river bottom brush and scrub. No cover crop, large holes, power lines, water mains or trees.

CITY OF SAN DIEGO

DONALD A. STEWART

By WALTER W. COOPER City Manager
Civic Center, San Diego, Calif.

Capt. Hdqrs. Btry. 307th CA B.B.B.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States near San Diego River Bridge for military purposes; being Document No. 342258.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

BETWEEN CITY OF SAN DIEGO, A MUNICIPAL CORPORATION
AND THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 1st day of April, in the year one thousand and nine hundred and forty-two by and between CITY OF SAN DIEGO, a Municipal Corporation whose address is Civic Center, San Diego, California 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: All that certain real property situate in the City of San Diego, County of San Diego, State of California, and particularly described as follows, to-wit:

The Easterly 1,500 feet of the Southerly 900 feet of Pueblo Lot 1203 as shown on Map drawn by James Pascoe, 1870, and filed February 4, 1876, with the City Engineer of the City of San Diego (excepting therefrom that portion lying Easterly of the Westerly line of Linda Vista Road as shown on City of San Diego, Operating Department Map 322-B dated June 11, 1917, center line of said 50 foot paved road intersecting the South line and the East line of said Pueblo Lot 1203 at points distant 245.3 feet West and 503.14 feet North respectively from the Southeast corner of said Pueblo Lot 1203). Located one mile North of Linda Vista Housing Project. Vacant Land containing 30 acres, to be used exclusively for the following purposes (see instruction No. 3): Tactical position.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 1, 1942 and ending with June 30, 1942.

3A. The Lessor hereby consents to the extension of this lease for the fiscal year beginning July 1, 1942, and ending June 30, 1943.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One and no/100 (\$1.00) dollars per annum receipt whereof is hereby acknowledged, and otherwise upon the terms and conditions herein specified; provided notice be given in writing to the Lessor at least 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 6 months after the termination of the present emergency.

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 and no/100 (\$1.00) dollars per annum receipt whereof is hereby acknowledged.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government seven days before the termination of the lease.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The Government reserves the right to cancel this lease or any renewal thereof by giving the Lessor ten days written advance notice thereof.

Paragraphs 3A and 12 inserted prior to execution. Paragraphs 9 and 10 deleted prior to execution.

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
Lessor

In presence of: FRED W. SICK City Clerk
San Diego, Calif.
(SEAL)

UNITED STATES OF AMERICA,
By RAY T. MARSH, Major
Corps of Engineers, Contracting
Officer

(RESIDENT, OWNER OR AGENT) CITY OF SAN DIEGO, a Municipal Corporation
(NAME OF OFFICER) Lt. Col. L. H. Schutte
(RANK and ORGANIZATION) Hdqrs. Btry. 3rd Btn. 69th CA (AA)
(LOCATION) San Diego, California
(DATE) April 1, 1942

This record is to be appended to and made a part of an agreement entered into between the United States and the above named party.

1. IDENTITY OF PROPERTY: Easterly 1500 ft. of the southerly 900 ft. westerly of Linda Vista Rd. Pueblo Lot 1203, San Diego.

2. OWNER: City of San Diego, a municipal corporation

3. TOTAL AREA CONTRACTED FOR: 30 acres LAND: 30 acres BUILDINGS: ---

9. REMARKS: Brush covered vacant land. No cover crops, large holes, power lines, water mains, nor trees.

CITY OF SAN DIEGO (Owner or Agent)
By WALTER W. COOPER City Manager
Civic Center, San Diego, California

L. H. SCHUTTE
Lt. Col. Hdqrs. Btry. 3rd Bn.
69th CA (AA)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States near Linda Vista Housing Project for tactical position; being Document No. 342259.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Vatten Deputy

LEASE BETWEEN CITY OF SAN DIEGO, A MUNICIPAL CORPORATION AND
THE UNITED STATES OF AMERICA

1. This Lease, made and entered into this 15th day of September, in the year one thousand nine hundred and forty-two by and between City of San Diego, a Municipal Corporation whose address is Civic Center San Diego, California 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: All that certain real property situate in the City of San Diego, County of San Diego, State of California, and particularly described as follows, to wit: All of Pueblo Lot numbered 299 as shown on map drawn by James Pascoe, 1870, and filed February 4, 1876, with M. Kenting, City Clerk of the City of San Diego, County of San Diego, State of California. Located at the termination of Napa Street at Greenwood Street. Vacant Land. Containing 5 acres. To be used exclusively for the following purposes (see instruction No. 3): Tactical position.

3. To have and to hold the said premises with their appurtenances for the term beginning September 15, 1942, and ending with June 30, 1943.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One and no/100 (\$1.00) dollars per annum, receipt where of hereby acknowledged, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least 30 days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period occupancy of the premises beyond 6 months after the termination of the present emergency.

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 and no/100 (\$1.00) dollars per annum. Receipt whereof hereby acknowledged.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government 7 days before the termination of the lease.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The Government reserves the right to cancel this lease or any renewal thereof by giving the Lessor ten days advance written notice.

Paragraph 12 inserted prior to execution. Paragraphs 9 and 10 deleted prior to execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

THE CITY OF SAN DIEGO Lessor
By WALTER W. COOPER
City Manager

In presence of: FRED W. SICK City Clerk
San Diego, Calif.
(SEAL)

UNITED STATES OF AMERICA,
By RAY T. MARSH Major, Corps of
Engineers, Contracting Officer

San Diego, California September 15, 1942

This record to be appended to and made a part of an agreement entered into between the United States of America and the undersigned; owner of the property hereinafter identified.

1. IDENTITY OF PROPERTY: Located at the termination of Napa Street at Greenwood Street, San Diego, California
2. AREA USED: BUILDING:--- LANDS: 5 acres TOTAL: 5 acres
4. FENCING: None 3. TYPE BUILDING: ---
5. CROPS: None
6. OTHER IMPROVEMENTS: None
7. REMARKS: Vacant land - no cover crops, large holes, power lines, water mains, nor trees.

CITY OF SAN DIEGO
By WALTER W. COOPER
Civic Center San Diego, California

FRANK M. WILLIAMS
Capt. Battery E, 204th CA (AA)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease to The United States of America for Pueblo Lot 299 at Napa and Greenwood Streets; being Document No. 342307.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

UNDERTAKING FOR STREET LIGHTING.

Seventh Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT DOLLARS (\$8.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of February, 1943.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is 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.

(SEAL)
ATTEST: J. A. CANNON
Secretary

(SEAL)
ATTEST: E. L. TOLSON
Resident Assistant Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres.

Principal
THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT Resident Vice-President
Surety

I hereby approve the form of the foregoing Undertaking this 10th day of February, 1943.

CLARENCE J. NOVOTNY City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77844 passed and adopted on the 26th day of January, 1943, require and fix the sum of \$8.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego
By AUGUST M. WADSTROM,
Deputy

STATE OF CALIFORNIA,)
) ss
County of San Diego)

On this 5th day of February, in the year nineteen hundred forty-three, before me, Frances S. Bowers, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Wolcott, known to me to be the Resident Vice-President and E. L. Tolson, known to me to be the Resident Assistant Secretary of The Aetna Casualty and Surety Company, the corporation which executed the within and annexed instrument and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said San Diego County,
State of California

CONTRACT FOR STREET LIGHTING
Seventh Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 16th day of February, 1943, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on SEVENTH AVENUE, between the north line of Upas Street and a line parallel to and distant 680 feet north of the north line of Upas Street, in the City of San Diego, California.

Such furnishing of electric current shall be for a period of one year from and including January 1, 1943, to-wit, to and including December 31, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Seventh Avenue Lighting District No. 1", filed October 27, 1942 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 Dollars (\$30.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Seventh Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego 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 Dollars (\$30.00) shall be paid out of any other fund than said special fund designated as "Seventh Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Thirty Dollars (\$30.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)

ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice Pres.

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
H. DeGRAFF AUSTIN
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 10th day of February, 1943.
CLARENCE J. NOVOTNY City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Seventh Avenue Lighting District No. 1; being Document No. 342234.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

UNDERTAKING FOR STREET LIGHTING.
EIGHTH AVENUE LIGHTING DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ELEVEN DOLLARS (\$11.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of February, 1943.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon EIGHTH AVENUE, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Gas & Electric Company or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres.
Principal

(SEAL)

ATTEST: J. A. CANNON

Secretary

THE AETNA CASUALTY AND SURETY COMPANY
By PAUL WOLCOTT Resident Vice-President
Surety

(SEAL)

ATTEST: E. L. TOLSON

Resident Assistant Secretary

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 5th day of February, in the year nineteen hundred forty-three, 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 10th day of February, 1943.

CLARENCE J. NOVOTNY City Attorney
By EDWARD H. LAW

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77845 passed and adopted on the 26th day of January, 1943, require and fix the sum of \$11.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego
By AUGUST M. WADSTROM,

Deputy

CONTRACT FOR STREET LIGHTING
Eighth Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 16th day of February, 1943, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on EIGHTH AVENUE, between the northerly line of Pennsylvania Avenue produced easterly and a line parallel to and distant 125 feet north of the north line of Brookes Avenue; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the east line of the Alley in Block 7, Crittenden's Addition, produced south, in the City of San Diego, California.

Such furnishing of electric current shall be for the period of one year, from and including January 1, 1943, to-wit: to and including December 31, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Eighth Avenue Lighting District No. 1", filed November 5, 1942, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Forty and 80/100 Dollars

(\$40.80) 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 "Eighth Avenue Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Forty and 80/100 Dollars (\$40.80) shall be paid out of any other fund than said special fund designated as "Eighth Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Forty and 80/100 Dollars (\$40.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)
ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice Pres.

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
H. DeGRAFF AUSTIN
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 10th day of February, 1943.

CIARENCE J. NOVOTNY City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Eighth Avenue Lighting District No. 1; being Document No. 342235.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. [Signature] Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Irene Belle Martin is the owner of Lot 71 Block 6, of Chester Park Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of January, 1943, by Irene Belle Martin that she will, for and in consideration of the permission granted to remove 10 feet of curbing on Euclid between El Cajon and Trojan, 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.

And further agrees that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MRS. IRENE BELLE MARTIN
4290 - 47 Street

WITNESS: H. H. CAVE

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 26th day of January, 1943, before me, Anna Hoffman, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared H. H. Cave personally known to me to be the person whose name is subscribed to the within instrument as subscribing witness thereto who being by me duly sworn, deposed and said that he resides in the said County of San Diego, State of California, that he was present and saw Mrs. Irene Belle Martin personally known to him to be the same person described in and whose name is subscribed to the within instrument as party thereto, sign and execute the same and that he, the affiant, then and there subscribed his name to said instrument as witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)
My Commission expires May 13, 1945
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 1 day of February, 1943.

CIARENCE J. NOVOTNY City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED FEB 6 1943 34 min. past 9 A.M. in Book 1454 at page 277 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.
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 Irene Belle Martin; being Document No. 342110.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Pryor Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Universal Boot Shops Inc. is the owner of Lot 4, 5, & 6, Block 14, of South Park Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24 day of Dec. 1942, by Universal Boot Shops Inc. that we will, for and in consideration of the permission granted to remove 16 feet of curbing on Beech St. between 30th & Fern on Beech St. and 1503 - 30th St. 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.

And further agree that this agreement shall be binding on ourselves, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

UNIVERSAL BOOT SHOPS INC.

By MAX WEIMBURGE

1154 - 5th Ave. San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 1st day of February, A.D. Nineteen Hundred and forty three, before me, Eva F. Hill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Max Weimurge known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

EVA F. HILL

Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 2 day of February, 1943.

CLARENCE J. NOVOTNY City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 6 1943 34 min. past 9 A.M. in Book 1465 at page 113 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.

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 Universal Boot Shops, Inc., being Document No. 342152.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Pryor Deputy

A G R E E M E N T

Regarding construction of residence.

STATE OF CALIFORNIA

County of San Diego

City of San Diego

} ss

S. D. Jones, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property;

Lots Forty-two (42) to Forty-five (45) (portions) Block One Hundred twenty-five (125) Subdivision San Diego Land and Town Co's. Addition, located at 1006 South 26th Street;

That I desire to move in a residence with a 6 foot rear yard for a portion of the building and have applied for a yard variance under petition No. 1627, dated December 16, 1942;

That I, in consideration of approval granted by the City of San Diego to move in the residence with a 6 foot rear yard for a portion of the building under Resolution No. 232, of the Zoning Committee, dated February 4, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the termination of the present war between the United States of America and any country, I will then cause said building to be moved to comply with the required rear yard for the zone in which this property is located;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

S. D. JONES

1006 South 26th St.

On this 8th day of February A.D. Nineteen Hundred and Forty-three, before me, August M Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared S. D. 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 August 5, 1945

RECORDED FEB 10 1943 36 min. past 4 P.M. in Book 1458 at page 261 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 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 Agreement from S. D. Jones relative to construction of residence at 1006 South 26th Street; being Document No. 342194.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY J. S. BARRETT UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE EAST SAN DIEGO TRUNK SEWER, WHICH SAID CONTRACT IS DATED AUGUST 4, 1942, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 340075.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by J.S. Barrett, and which said contract is dated August 4, 1942, and is on file in the office of the City Clerk of said City as Document No. 340075, were completed and furnished to the satisfaction of the City Engineer of The City of San Diego in charge of and having supervision of said work on January 29, 1943.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on February 2, 1943, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by J. S. Barrett. 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 9th day of February, 1943.

THE CITY OF SAN DIEGO,

By FRED W. SICK

City Clerk

RECORDED FEB 9 1943 55 min. past 2 P.M. in Book 1463 at page 132 of official records, San Diego Co., Cal. Recorded at request of-----

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

PEARL M. ROSS

Copyist 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 done by J. S. Barrett-East San Diego Trunk Sewer; being Document No. 342207.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

UNDERTAKING FOR STREET LIGHTING.

La Jolla Lighting District No. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE AETNA CASUALTY AND SURETY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINETY-TWO DOLLARS (\$492.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of January, 1943.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon LA JOLLA BOULEVARD, PROSPECT STREET, PROSPECT PLACE, GIRARD AVENUE, HERSCHEL AVENUE and WALL STREET, within the limits and as particularly described in Resolution of Intention No. 77470, adopted by the Council September 15, 1942, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Gas & Electric Company or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY Vice Pres.

Principal

(SEAL)

ATTEST: J. A. CANNON

Secretary

THE AETNA CASUALTY AND SURETY COMPANY

By PAUL WOLCOTT Resident Vice-President
Surety

(SEAL)

ATTEST: E. L. TOLSON

Resident Assistant Secretary

STATE OF CALIFORNIA, }
County of San Diego } ss.

On this 26th day of January, in the year nineteen hundred forty-three, 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 10th day of February, 1943.

CLARENCE J. NOVOTNY City Attorney
By EDWARD H. LAW
Deputy City Attorney.

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 77785 passed and adopted on the 5th day of January, 1943, require and fix the sum of \$492.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.
By AUGUST M. WADSTROM,
Deputy

CONTRACT FOR STREET LIGHTING
La Jolla Lighting District No. 1

THIS AGREEMENT, made and entered into this 16th day of February, 1943, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit:

Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following streets, in the City of San Diego, California, to-wit:

LA JOLLA BOULEVARD, between the westerly production of the southerly line of Genter Street and the southeasterly line of Prospect Street;
PROSPECT STREET, between La Jolla Boulevard and Cave Street;
PROSPECT PLACE, between Cave Street and Blue Bird Lane;
GIRARD AVENUE, between Silverado Street and Prospect Street;
HERSCHEL AVENUE, between Silverado Street and Prospect Street; and
WALL STREET, between Girard Avenue and Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1943, to-wit, to and including December 31, 1943.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for La Jolla Lighting District No. 1", filed October 8, 1942 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 Nine Hundred Sixty-five Dollars (\$1965.00) 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 "La Jolla Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Nine Hundred Sixty-five Dollars (\$1965.00) shall be paid out of any other fund than said special fund designated as "La Jolla Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said Ordinance an assessment has been levied for said sum of One Thousand Nine Hundred Sixty-five Dollars (\$1965.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

(SEAL)

ATTEST: J. A. CANNON
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice Pres.

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
H. DE GRAFF AUSTIN

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 10th day of Feb., 1943.
CLARENCE J. NOVOTNY City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract for La Jolla Lighting District No. 1; being Document No. 342236.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

AGREEMENT FOR MODIFICATION OF LEASE.

THIS AGREEMENT, made and entered into this 25th day of February, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, first party, and HOWARD S. WRIGHT, doing business under the name and style of WRIGHT'S AUTO PARK, second party, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, heretofore on the 1st day of July, 1940, entered into a lease of certain tidelands of said City with said Howard S. Wright, as lessee, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 321981, and is recorded in Book 11, page 318, et seq., Records of said City Clerk; and

WHEREAS, said City and said Howard S. Wright are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars, and none other:

(1) The description of the lands leased, as set forth on pages 1 and 2 of said lease, is hereby amended and changed to read as follows:

Beginning at a point distant 599.40 feet northerly from the northerly line of Broadway on the westerly line of Atlantic Street (now named Pacific Highway), as said Atlantic Street was dedicated as and for a public street by the Harbor Commission of The City of San Diego, California, by Resolution No. 108; thence south 0° 01' 40" west along the westerly line of said Pacific Highway a distance of 60.24 feet to a point; thence north 63° 05' west a distance of 53.90 feet to a point; thence north 13° 55' east a distance of 12 feet to a point; thence north 76° 05' west a distance of 24 feet to a point; thence south 13° 55' west a distance of 12 feet to a point; thence south 50° 08' 50" west a distance of 27.73 feet to a point; thence north 89° 58' 20" west a distance of 311.25 feet to a point; thence south 6° 46' 40" west a distance of 119.83 feet to a point; thence south 0° 01' 40" west a distance of 92.50 feet to a point; thence at right angles north 89° 58' 20" west a distance of 51.50 feet to a point; thence at right angles north 0° 01' 40" east a distance of 338.42 feet to a point; thence at right angles south 89° 58' 20" east a distance of 110.80 feet to a point; thence north 45° 01' 40" east a distance of 30.50 feet to a point; thence south 89° 58' 20" east a distance of 342.38 feet, more or less, to a point on the westerly line of said Pacific Highway; thence south 3° 02' 40" west along the westerly line of said Pacific Highway a distance of 100.74 feet, more or less, to the point or place of beginning; containing an area of 78,270 square feet, or 1.796 acres, of tideland area.

Said above-described land being shown and designated upon Drawing dated February 2, 1943, numbered 53-B-1, marked "Exhibit B," attached hereto and made a part of this agreement and of said lease.

The plat marked "Exhibit A," attached to and made a part of said lease is hereby amended and supplemented by said plat hereto attached and marked "Exhibit B," showing the parcel of land leased as hereby amended.

(2) There is hereby added to said lease a paragraph to be numbered "(7)," which said paragraph shall read as follows:

"(7) It is further understood and agreed that at the expiration of the term of this lease, if the lessee shall have faithfully performed all the terms, conditions and obligations of this lease, he shall be entitled to an extension of said term for an additional period of five (5) years, upon the same terms and conditions as are herein contained. If the lessee shall desire and intend to avail himself of the right herein reserved to such extended term, he shall notify the City in writing thereof at least ninety (90) days prior to the expiration of the term of this lease. The failure of the lessee so to do shall relieve the City from any obligation to make such extension."

Except as herein specifically amended, all of the terms and conditions in said lease of July 1st, 1940, shall remain in full 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 second party has hereunto subscribed his name, the day and year first hereinabove written.

This instrument is executed in duplicate, both of which shall be deemed originals, and this instrument when so executed shall be deemed effective from the date first hereinabove written.

THE CITY OF SAN DIEGO
By R. H. VAN DEMAN
EMIL KLICKA
WM. E. HARPER
Members of the Harbor Commission
of The City of San Diego

HOWARD S. WRIGHT Doing business under
the name and style of
WRIGHT'S AUTO PARK

I hereby approve the form of the foregoing Lease this 18th day of February, 1943.
CLARENCE J. NOVOTNY City Attorney
By H. B. DANIEL
Assistant City Attorney

EXHIBIT "B"

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Modification of Lease with Wright's Auto Park on portion of the tidelands;

being Document No. 342380.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Berg and Sons is the owner of Lots 45 to 48, Block K, of Arlington Sub-Division;

NOW, THEREFORE, this AGREEMENT, signed and executed this 9 day of Feb. 1943, by Berg & Sons that-----will, for and in consideration of the permission granted to remove 30 feet of curbing on Woden between Main & Dalbergia adjacent to the above described property, bind us 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.

And 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.

BERG & SONS - C. J. BERG
2117 Woden St. San Diego

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 9 day of February, A.D. Nineteen Hundred and 43, before me, O. C. Ludwig, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. J. Berg known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in National City, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Com. exps. June 30, 1943

O. C. LUDWIG
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 13th day of February, 1943.

CLARENCE J. NOVOTNY City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 25 1943 12 min. past 9 A.M. in Book 1468 at page 111 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.
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 Berg and Sons; being Document No. 342255.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, M. S. Wolf is the owner of Lot 1 and 2, Block 17, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of February 1943, by M. S. Wolf that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Ash between Kettner and India, adjacent to the above described property, bind him to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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 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.

M. S. WOLF
1305 Kettner Blvd.

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 10 day of Feb., A.D. Nineteen Hundred and Forty three, before me, Joseph J. Shults, 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)

JOSEPH J. SHULTS
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 19th day of February, 1943.

CLARENCE J. NOVOTNY City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 25 1943 12 min. past 9 A.M. in Book 1468 at page 105 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.

ZETTA J. BEER

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. 342324.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT SUPPLEMENTING AN AGREEMENT COVERING TRANSPORTATION
AND STORAGE OF CITY-OWNED WATER IN MURRAY RESERVOIR.

THIS AGREEMENT, made and entered into this 9th day of February, 1943, 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 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, by an agreement between the City and the District, dated the 11th day of March, 1941, which said agreement is on file in the office of the City Clerk bearing Document No. 328422, and recorded in Book 12, page 52, records of said City Clerk, the District agreed, in order to enable the City to utilize certain storage rights possessed by the City in the District's Murray Reservoir, to transport City water through its main flume line from El Capitan Reservoir to the point of discharge into the open ditch into which water from the main flume line is carried into Murray Reservoir, 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 providing for the withdrawal by the City of such water from Murray Reservoir upon certain terms and conditions expressed in said agreement; and

WHEREAS, said agreement did not contemplate pumping of said City water by the District in order to transport the same to Murray Reservoir; and

WHEREAS, changed conditions and increased drafts of water by the City make it desirable to transport and store more City water in Murray Reservoir than was originally contemplated, thereby necessitating the operation by the District of its El Monte Pumping Plant;

NOW, THEREFORE, in consideration of the matters and things hereinafter recited the parties hereto agree together as follows:

(1) That to the greatest extent possible without substantial interference with its own operations in supplying water required in its distribution system, during a period of one year from the date of this agreement, the District will transport all or any portion of the City's water, which the City has a right to store in Murray Reservoir, through the District's carrying facilities referred to in said agreement of March 11, 1941, at an additional charge of two and 80/100 dollars (\$2.80) per acre foot for such amount of said City water to be transported hereunder as requires for its transportation and delivery into Murray Reservoir the operation by the District of its El Monte Pumping Plant.

(2) The City hereby agrees to pay to the District such additional charge of two and 80/100 dollars (\$2.80) per acre foot for all of its water, the transportation of which to Murray Reservoir requires the operation of the District's El Monte Pumping Plant.

(3) It is mutually agreed that at the expiration of the term of this agreement the initial charge per acre foot for pumped water to be paid by the City to the District shall be re-negotiated by the parties in event that the City desires to have the District continue to transport water to Murray Reservoir which requires the District to operate its El Monte Pumping Plant.

(4) This agreement is supplementary to said agreement between the City and the District of March 11, 1941, the terms and conditions of which agreement shall continue in full force and effect save as herein supplemented or otherwise provided.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to a resolution of the Council authorizing such execution, and the La Mesa, Lemon Grove and Spring Valley Irrigation District has caused this agreement to be executed by its President and Secretary, pursuant to a resolution duly adopted by the Board of Directors of said District authorizing such execution, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

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 C. HARRITT

Secretary

I hereby approve the form and legality of the foregoing Agreement this 24th day of February, 1943.

CLARENCE J. NOVOTNY 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 Supplemental Agreement for transportation and storage of City-owned water in Murray Reservoir; being Document No. 342385.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

BETWEEN CITY OF SAN DIEGO, A MUNICIPAL CORPORATION
AND THE UNITED STATES OF AMERICA

1. This Lease, made and entered into this 1st day of November, in the year one thousand nine hundred and Forty-two by and between City of San Diego, a Municipal Corporation whose address is Civic Center, San Diego, California 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: All that certain real property situate in the City of San Diego, County of San Diego, State of California, and particularly described as follows, to-wit:

All of Lots 139 and 140, Addition No. 1 to City Gardens, City of San Diego, County of San Diego, State of California as shown on Map No. 1443 and filed in the office of the County Recorder on May 22, 1912. Located on Stewart Street 62 feet west of the northwest corner of Stewart and Spencer Streets. Vacant land. Containing 15,907 square feet. To be used exclusively for the following purposes (see instruction No. 3) Tactical Position.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning November 1, 1942 and ending with June 30, 1943.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One and no/100 (\$1.00) dollars per annum. Receipt whereof hereby acknowledged and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least 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 6 months after the termination of the present emergency.

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 and no/100 (\$1.00) dollars per annum. Receipt whereof hereby acknowledged.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control; excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government seven days before the termination of the lease.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. The Government reserves the right to cancel this lease or any renewal thereof by giving the Lessor ten days advance written notice.

Paragraph 12 inserted prior to execution. Paragraphs 9 and 10 deleted prior to execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

(SEAL)

In presence of: FRED W. SICK, City Clerk
Civic Center

CITY OF SAN DIEGO
By WALTER W. COOPER

Lessor.

UNITED STATES OF AMERICA,
By R. B. DAUGHERTY,
R.B.Daugherty, Captain, Corps of Engineers, Contracting
Officer

(If Lessor is a corporation, the following certificate shall be executed by the secretary or assistant secretary.)

I, Fred W. Sick, certify that I am the City Clerk of the corporation named as Lessor in the attached lease; that Walter W. Cooper, who signed said lease on behalf of the Lessor, was then City Manager of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States of America for land in City Gardens; being Document No. 342447.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. [Signature] Deputy

LE A S E

THIS AGREEMENT, made and entered into this 12th day of March, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the City, and NATHAN L. RANNELLS, of La Jolla, California, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property situate in the County of San Diego, State of California, to-wit:

North 30 acres of Pueblo Lot 1351 and the Southeast 80 acres of Pueblo Lot 1355 of the Pueblo Lands of The City of San Diego, according to Map thereof made by James Pascoe on file in the Recorder's Office of San Diego County, California.

For a term of five (5) years, beginning on the 1st day of January, 1943, and ending on the 31st day of December, 1947, at the following rentals: One Hundred Dollars (\$100.00) per year payable in advance at the office of the Lessor semi-annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing and/or agricultural purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the 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.

114

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 City of any default hereunder shall not be considered nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises, or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on or arising out of any such default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 2616 (New Series) of the ordinances of said City, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By WALTER W. COOPER
City Manager

NATHAN L. RANNELLS, Lessee

I HEREBY APPROVE the form of the foregoing Lease, this 12 day of March, 1943.

CLARENCE J. NOVOTNY, City Attorney
By J. H. McKINNEY
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Nathan L. Rannells covering portions of Pueblo Lots 1351 and 1355 for stock grazing and agricultural purposes; being Document No. 342179.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

A G R E E M E N T

Regarding construction of new living unit.

STATE OF CALIFORNIA }
County of San Diego } ss
City of San Diego }

Frances A. Gilliam, after being first duly sworn, for herself deposes and says;

That I am the owner of the hereinafter described real property; Lot Five (5) Sub-Division Acacia Park, located at 6334 El Cajon Boulevard;

That I desire to convert an existing store room on the above described property into living quarters with no side yard on either side and have applied for a zone variance under Petition No. 1592, dated October 29, 1942;

That I, in consideration of approval granted by the City of San Diego to use the building as living quarters under Resolution No. 201, of the Zoning Committee, dated November 5, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will comply with all regulations of the Health, Building and Fire Departments and six months after the termination of the present war between the United States of America and any country, I will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

FRANCES A. GILLIAM
4533 Marlborough Avenue

On this 2nd day of March A.D. Nineteen Hundred and forty-three, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frances A. Gilliam 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 Mar. 20, 1943.

CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
State of California

RECORDED MAR 4 1943 29 min. past 3 P.M. in Book 1455 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

I certify that I have correctly transcribed this document in above mentioned book.
M. METHENY - 16

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Frances A. Gilliam relative to living quarters at 6334 El Cajon Boulevard; being Document No. 342411.

FRED W. SICK
City Clerk of the City of San Diego, California

By _____ Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY FAIRCHILD AERIAL SURVEYS, INC., UNDER ITS CONTRACT FOR FURNISHING ALL SERVICES, MATERIALS AND EQUIPMENT FOR THE FLYING, PREPARATION AND FURNISHING OF A TOPOGRAPHIC INKED TRACING AND TWO SETS OF VERTICAL AERIAL PHOTOGRAPHS OF SAN VICENTE RESERVOIR BASIN, WHICH SAID CONTRACT IS DATED OCTOBER 14, 1942, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 340992.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Fairchild Aerial Surveys, Inc., and which said contract is dated October 14, 1942, and is on file in the office of the City Clerk of said City as Document No. 340992, have been performed and furnished to the satisfaction of the Hydraulic Engineer of said City in charge of and having supervision of said work on February 20, 1943.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on March 2, 1943, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by Fairchild Aerial Surveys, Inc. A 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 3rd day of March, 1943.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk

RECORDED MAR 3 1943 23 min. past 10 A.M. in Book 1475 at page 55 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.
C. JOHNSON

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion of Aerial Surveys of San Vicente Reservoir Basin by Fairchild Aerial Surveys, Inc.; being Document No. 342419.

FRED W. SICK
City Clerk of the City of San Diego, California

By _____ Deputy

AGREEMENT REGARDING CONSTRUCTION OF BATH, LAUNDRY ROOM
AND KITCHEN.

STATE OF CALIFORNIA)
County of San Diego) ss.
City of San Diego)

Dana C. Stevens and Jean V. Stevens, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property;

Lot C Block Two Hundred Eighty Seven (287) Subdivision Horton's Addition, located at 2525 First Avenue;

That we desire to make an addition of bath and laundry room with a rear yard of 3 feet and to convert one room from a bedroom into a kitchen with a 0 foot side yard on the above described property and have applied for a zone variance under Petition No. 1679, dated February 20, 1943;

That we, in consideration of approval granted by the City of San Diego to make an addition of bath and laundry room and convert bedroom into a kitchen under Resolution No. 238, of the Zoning Committee, dated February 25, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the termination of the present war between the United States of America and any country, we will then cause said building to be vacated and no longer used as living quarters:

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

DANA C. STEVENS
4130 Palmetto Way

JEAN V. STEVENS
4130 Palmetto Way S.D.

On this 2nd day of March, A.D. Nineteen Hundred and 43, before me, Doris Smylie a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dana C. Stevens & Jean V. Stevens known to me to be the person 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)

My Commission expires July 25, 1945

DORIS SMYLIE
Notary Public in and for the County of San Diego,
State of California

RECORDED MAR 4 1943 30 min. past 3 P.M. in Book 1458 at page 460 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 Agreement from Dana C. and Jean V. Stevens relative to addition at 2525 First Avenue; being Document No. 342455.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

Contract No. WSA-3176

(WSA-SPECIAL DEMISE)

10/23/42

THIS BAREBOAT CHARTER made as of October 28, 1942, between the UNITED STATES OF AMERICA, acting by and through the Administrator, War Shipping Administration, (herein called the "Charterer") and City of San Diego (herein called the "Owner") WITNESSETH: WHEREAS:

I. The Charterer has determined, pursuant to an Act of Congress approved June 6, 1941 (Public No. 101 - 77th Congress, Ch. 174), that vessels in addition to those otherwise available are necessary for the transportation of commodities essential to the national defense;

II. The Charterer deems the Owner's BILL KETTNER. Official No. 217,300, (herein called the "Vessel"), necessary for such transportation and the terms and conditions hereof and the period of this Charter and the restrictions herein contained to be necessary or desirable for the protection of the public interest and the rate of hire herein provided to be fair and reasonable; and

III. It is the intention of the Charterer to subcharter or otherwise make available the Vessel to other Departments or agencies of the Government;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1. Delivery and Redelivery of Vessel. The Vessel shall be delivered at a place and time to be mutually agreed upon, and redelivered at a place likewise to be mutually agreed upon as evidenced by certificates of delivery and redelivery.

ARTICLE 2. Charter Hire. The Charterer shall pay the Owner hire at the rate of \$1.00 per annum, and pro rata for any part thereof, from the time of the Vessel's delivery, until the time of her redelivery, or, if the Vessel is sooner lost, to and including the time of its loss (if the time of such loss is uncertain, then to and including the time the Vessel is last heard from), or if the Vessel is a declared constructive total loss, to the time of the declaration of such constructive total loss by the Charterer.

Such hire shall be due and payable upon the delivery of the Vessel, unless otherwise stated herein, and in the event the period of this Charter is extended by mutual agreement, then the hire for such period or periods of extension shall be payable in arrears.

ARTICLE 3. Condition of Vessel on Delivery and Redelivery. The Charterer shall accept the Vessel "as is", in whatever condition it may be at the time of delivery thereof, without any agreement, representation or warranty, expressed or implied, by the Owner as to its physical condition, equipment, seaworthiness, or fitness for any purposes whatsoever. The Vessel, unless lost, shall be redelivered by the Charterer to the Owner after she has been restored by the Charterer to the same condition as that in which delivered, ordinary wear and tear excepted.

ARTICLE 4. Maintenance. The Charterer shall, at its own expense, maintain the Vessel, so far as is possible, in at least as good condition, working order and repair as said Vessel was in at the time of her delivery to the Charterer hereunder, ordinary wear and tear excepted.

The Vessel shall be surveyed, if practicable, at the expense of the Charterer, before delivery and upon redelivery to determine her condition.

The Charterer shall have the right during the existence of this Charter to make any alterations and changes, and to install or attach any additional equipment which may be required for the particular use and purpose for which said Vessel is chartered. The equipment so placed in or upon the said Vessel shall be and remain the property of the Charterer and may be removed therefrom by the Charterer prior to the termination of such Charter, unless otherwise mutually agreed upon.

Structural changes may be made in the Vessel, her boilers, machinery or appurtenances without the prior written consent of the Owner. However, if any such structural changes are made or if any changes are made in her boilers, machinery, appurtenances, or spare parts, the Vessel upon redelivery may, or, if the Owner so requests, shall be restored to her original condition, ordinary wear and tear excepted.

ARTICLE 5. Fuel and Stores on Board Vessel at Delivery and Redelivery. The Charterer shall accept and pay for all unbroached consumable stores, fuel oil and fresh water on board at the time of delivery, and the Owner shall accept and pay for all unbroached consumable stores, fuel oil and fresh water (acceptable by the Owner) on board on redelivery at the current market prices at the ports of delivery and of redelivery, respectively, on the respective dates of the inventories thereof. "Consumable stores" within the meaning of this paragraph are all consumable and subsistence stores (but not radio supplies, expendable equipment, scrap and junk) listed in United States Maritime Commission Voyage Stores Reports, Forms 7915A, 7916A, 7918A and 7919A (Revised Forms 1939).

ARTICLE 6. Inventories. A complete inventory of the Vessel's entire outfit, equipment, appliances, spare and replacement parts and of all consumable stores, fuel oil and fresh water on board as of the time of the Vessel's delivery shall be jointly taken by representatives of the Charterer and the Owner, and mutually agreed upon by them as to items and as to price with respect to all consumable stores, fuel oil and fresh water (but if it is impracticable to make such inventory, then the Charterer will accept the Owner's inventory or reasonable estimates as to items and as to reasonable prices where pricing is required) at the time of delivery, or as soon thereafter as may be possible, and a similar inventory shall be so jointly taken and mutually agreed upon immediately after redelivery.

ARTICLE 7. Use of Equipment. The Charterer shall have the use of all outfit, equipment, appliances, spare and replacement parts on board the Vessel from the time of delivery without extra cost (with the exception of the leased equipment), and the same or their substantial equivalent shall be returned to the Owner upon redelivery of the Vessel.

ARTICLE 8. Removal of Equipment. The Owner may, prior to the first departure of the Vessel from its port of delivery, and thereafter at any reasonable time, remove such equipment on board as is not required for the intended employment of the Vessel.

ARTICLE 9. Leased Equipment. The Charterer shall assume the obligations of the Owner under any contracts in connection with leased equipment on board and all supplies con-

nected therewith after delivery, either by direct payment to the lessor thereof or by reimbursing the Owner for the rental and any other expenses under the Owner's contracts for such equipment during the period of this Charter, at the Owner's option, except that the Charterer at the beginning of the charter period may substitute any other form of agreement as to such services mutually satisfactory to the Charterer and these contractors.

ARTICLE 10. Charterer to Man, Victual and Navigate. During the period hereof the Charterer shall at its own expense, or by its own procurement, man, victual, navigate, operate, supply, fuel, and repair the Vessel and pay all charges and expenses of every kind and nature whatsoever incident thereto, it being understood that the Owner retains no control, possession or command whatsoever during the period of the Charter, but that the Charterer shall have exclusive possession, control and command of said Vessel during the period of this Charter.

ARTICLE 11. Marine and War Risks. The Charterer shall, effective with the time of delivery of the Vessel under this Charter, assume or provide insurance against war, marine and all other risks or liabilities of whatsoever nature or kind, including, without limitation, all risks or liabilities for breach of statute or for damage to property including cargo and other vessels, or for the personal injuries or death of any persons whatsoever, and shall indemnify and save harmless the Owner and the Vessel against and from any and all loss, liability, damage, and expense (including costs of court and reasonable attorneys' fees) on account of such risks or liabilities arising out of any matter occurring during the currency of this Charter.

ARTICLE 12. Total Loss Liability. In the event of total loss of the Vessel, the Charterer agrees to pay to the Owner a sum to be mutually agreed upon, but failing such agreement, a sum to be determined and payable in like manner as is just compensation under the provisions of Section 902 of the Merchant Marine Act, 1936, as amended.

ARTICLE 13. Constructive Total Loss Liability. In case of serious damage or injury to the Vessel during the period of this Charter, to the extent that the Charterer shall consider her to be a constructive total loss, the Charterer shall have the option of declaring her a constructive total loss by so notifying the Owner in writing. In the event of such a declaration by the Charterer, the Charterer shall forthwith pay the Owner as though the Vessel were an actual total loss. Against such payment the Owner will give the Charterer such releases and instruments granting the Vessel or the property of her remaining as the Charterer may require.

ARTICLE 14. Insurance.

(a) On and after the date of delivery of the Vessel under this Charter, the Owner shall not be required to carry any insurance whatsoever, but the Owner shall, as promptly as may be practicable, effect the cancellation of existing policies of insurance.

(b) If the Charterer shall insure the Vessel in its own Insurance Fund, the Charterer shall not, either as Charterer or insurer, have any right of subrogation against the Owner on account of loss or damage to the Vessel or its machinery or appurtenances, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owner covered by insurance underwritten by the Charterer. Such insurance shall not in any way effect the Charterer's obligation to the Owner under this Charter.

ARTICLE 15. Indemnification. The Owner shall forever indemnify and hold harmless the Charterer against any liens of whatsoever nature upon the Vessel at the time of its delivery hereunder. The Charterer shall indemnify, hold harmless and defend the Owner and the Vessel against any claims, demands or liabilities against them or either of them (including costs and reasonable attorneys' fees in defending such claim or demand, whether or not the claim or demand be found to be valid) arising out of the use or operation of the Vessel by the Charterer or any subcharterer in relation to the Vessel, or out of any obligation or liability incurred by the Charterer or any subcharterer.

ARTICLE 16. Subcharter. The Charterer shall at all times have the right to subcharter the Vessel bareboat to other Government Departments or agencies without prejudice to this Charter, but the Charterer shall always remain responsible for the due fulfillment of this Charter in all its terms and conditions.

ARTICLE 17. Officials not to Benefit. No member of or delegate to the Congress, nor Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom, except as provided in Section 116 of the Act approved March 4, 1909 (35 Stat. 1109). No member of or delegate to Congress, nor Resident Commissioner, shall be employed by the Owner either with or without compensation as an attorney, agent, officer or director.

ARTICLE 18. Special Provisions.

(a) The vessel shall be maintained by the Charterer or Sub-charterer as a fireboat, and shall be used for the exclusive purpose of fire protection, and shall not be removed from, or operated outside waters of San Diego Bay, except in cases of emergency.

(b) The owner agrees to install the necessary central fire alarm system to such fireboat stations as the Charterer shall use, provided that the Charterer shall furnish the material and equipment for this purpose.

(c) Said Charter shall be for the term commencing with date of delivery of the vessel and ending on June 30, 1943; provided, however, that such period may at the option of the Charterer be extended for additional periods of one year each; and provided further that either party may terminate this Charter at any time by giving thirty days written notice of such termination to the other party.

(d) In the event that the Charterer makes structural changes or alterations to the Vessel, or if the Charterer shall elect not to make the repairs necessary to effect the redelivery of the Vessel as required under this Charter, the Charterer shall have the option of purchasing the Vessel for a sum to be mutually agreed upon with the Owner but, failing such agreement, for a sum to be determined and payable in like manner as is just compensation under Section 902 of the Merchant Marine Act, 1936, as amended.

IN WITNESS WHEREOF, the parties hereto have executed this Charter in triplicate as of the day and year first above written.

Approved as to form:
FRANK J. ZITO
Assistant General Counsel
War Shipping Administration

REB

UNITED STATES OF AMERICA
By E. S. LAND, Administrator
War Shipping Administration
By D. F. HOULIHAN
For the Administrator

Approved as to form:
JACOB WEINBERGER, City Attorney
By: H. B. DANIEL
Asst. City Attorney

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 Charter to United States for operating Fire Boat "Bill Kettner"; being Document No. 342461.

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 18th day of February, 1943, by and between the City of San Diego, a municipal corporation, as party of the first part, and Constantin Stavoros of San Diego, party of the second part, WITNESSETH:

That on Saturday night of November 7, 1942, or early Sunday, November 8, 1942, the party of the second part was driving a Ford car from the location of El Capitan Dam toward Lakeside, and in rounding a curve in highway, his speed was such that the car left the highway and ran for some distance on the northerly side of the highway and struck a brick house which sheltered the Venturi Meter on the El Capitan Pipe line.

Force of the impact was such as to destroy the brick house and damage said Venturi Meter and other equipment contained in said brick house. The restoration of said house, and the repair and replacement of the meter and other equipment damaged and destroyed in said building, will cost the City of San Diego the sum of \$1075.00.

In order to settle this matter without litigation, the party of the second part has agreed to pay the said sum of \$1075.00 to the party of the first part which he admits is justly due said party; said payments to be made as follows: \$25.00 to be paid on the first day of March, 1943 and \$25.00 to be paid to the Treasurer of the City of San Diego on the first day of each and every month thereafter until the said sum of \$1075.00 is fully paid - it being understood and agreed that no interest will be charged the party of the second part and that when said sum of \$1075.00 is fully paid, he will be given a full release in this matter.

It is further understood and agreed that if the party of the second part should enter the armed forces of the United States that he will make an allotment in favor of the City in the said sum of \$25.00 per month in order to carry out this agreement.

It is understood and agreed that time is of the essence of this contract and should the party of the second part fail to make payment at the time agreed upon herein, that the party of the first part may have the right and it shall be optional with said party of the first part whether or not it shall continue said contract in force, or declare the same to be breached, and if said contract should be declared breached, that said party of the first part shall have the full right to take action thereon for the breach of said contract and any and all damages which it has sustained by reason of said breach.

IN WITNESS WHEREOF, the said party of the first part and the said party of the second part have hereunto set their hands and affixed their signatures on the day and date hereinabove mentioned.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER City Manager
Party of the First Part.

CONSTANTINE STAVOROS
Party of the Second Part

WITNESSES:

A. C. PAYNE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Constantin Stavoros to pay the City \$1075 damages to City-owned property; being Document No. 342462.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

RIGHT OF WAY AGREEMENT FOR COUNTY HIGHWAY

WHEREAS, the County of San Diego desires to relocate certain portions of County Road designated as "County Road Survey 924-Road D-2" in San Pasqual Valley; and

WHEREAS, certain portions of said road as proposed to be relocated or realigned will cross lands owned by The City of San Diego; and

WHEREAS, said County has made application to the City of San Diego for a right of way across said city lands which said application is on file in the office of the City Clerk, bearing Document No. 342441;

NOW, THEREFORE, The City of San Diego, a municipal corporation in the County of San Diego, State of California, does, upon the terms and conditions and subject to the limitations hereinafter specifically set forth, hereby grant to the County of San Diego, a political subdivision of the State of California, the right of way and incidents thereto for a public highway, which said highway will be a relocation or realignment of that certain existing county Road D-2, County Road Survey 924, upon, over and across the lands owned by said City hereinafter described, lying and being in the County of San Diego, State of California, and particularly described as follows, to-wit:

That portion of said S 1/2 of the NE 1/4 of Section 31, T. 12 S., R. 1 W., B.B.B. & M., included within the boundaries of the following described parcels of land:

PARCEL NO. 1.

A strip of land 60 feet wide, 30 feet each side of the following described center line: Beginning at a point in the easterly boundary line of the Rancho San Bernardo, according to map thereof recorded in Book 2, page 462 of Patents, records of said County, from which Corner #1 of said Rancho, marked by a 2 inch iron pipe in a mound of rock, bears N. 14° 48' 25" E. 906.80 feet; and running thence from said point of beginning N. 87° 57' 20" E. a distance of 52.01 feet to the beginning of a curve to the left having a radius of 550 feet; thence along said curve through a central angle of 42° 20' a distance of 406.37 feet; thence N. 45° 37' 20" E. 480.38 feet to the beginning of a curve to the left having a radius of 1700 feet; thence along said curve through a central angle of 14° 47' a distance of 438.63 feet; thence N. 30° 50' 20" E. a distance of 521.56 feet to the beginning of a curve to the left having a radius of 305.26 feet; thence northeasterly along said curve through a central angle of 34° 45' 20" a distance of 185.17 feet to a point in said S 1/2 of the NE 1/4 of Section 31 from which said Corner #1 of the Rancho San Bernardo bears S. 62° 08' 02" W. 1254.65 feet.

PARCEL No. 2.

Beginning at said point hereinabove described in Parcel No. 1, from which Corner #1 of said Rancho San Bernardo bears S. 62° 08' 02" W. 1254.65 feet; thence N. 86° 05' E. 30 feet to a point on a curve concave southeasterly, the radius of which bears N. 86° 05' E. 60 feet from said point; thence northerly along said curve through a central angle of 92° 35' a distance of 96.95 feet; thence N. 1° 20' W. 30 feet, more or less, to the northerly line of said S 1/2 of the NE 1/4 of Section 31; thence S. 88° 40' W. along said northerly line

124.18 feet; thence S 3° 55' E. 95.50 feet to an intersection with a line that bears S. 86° 05' W. from the point of beginning; thence N. 86° 05' E. 30 feet, more or less, to the point of beginning.
All according to plat on file in the office of the Surveyor of said San Diego County entitled "Road Survey 924",

together with the right to use or remove all trees and growths (growing or that may hereafter grow) and to use road-building materials within said right of way and at such locations within the same as said County of San Diego may deem proper, needful or necessary in the construction, reconstruction and maintenance of said highway.

Provided however, anything in this instrument to the contrary notwithstanding, that The City of San Diego hereby reserves the absolute right at any time in connection with its development of Hodges Reservoir to flood any or all of the lands included within said right of way up to elevation 395 U.S.G.S., which is Hodges Reservoir contour 195, without any liability or the obligation to pay any damages whatsoever on account of such flooding; and the grant to said County herein contained is made expressly upon said condition. Provided, further, that said County of San Diego by accepting the right of way hereby granted irrevocably consents to and acknowledges the right of The City of San Diego to flood all or any portion of the lands included within said right of way without any liability or obligation to pay damages or to make compensation in any manner or degree whatsoever for so doing.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its City Manager, pursuant to Resolution No. 77940, authorizing such execution, this 5th day of March, 1943.

(SEAL)
ATTEST: FRED W. SICK

City Clerk

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

I hereby approve the form and legality of the foregoing Right of Way Agreement for County Highway this 4th day of March, 1943.

CLARENCE J. NOVOTNY
City Attorney
By H. B. DANIEL
Assistant City Attorney

STATE OF CALIFORNIA. }
County of San Diego, } ss

On this 5th day of March, 1943, 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 Walter W. Cooper personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)
My Commission expires March 20, 1943

CLARK M. FOOTE JR.
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 Right-of-Way Agreement from the City to the County of San Diego for Road Survey 924-Road D-2 in San Pasqual Valley; being Document No. 342469.

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 at the City of San Diego, State of California, this 8th day of March, 1943, 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 TIPTON, 235 Market Street, San Diego, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of Two Thousand Five Hundred Dollars (\$2500.00) per month, to-wit:

Collection Day Monday

District or Area of Collection - Commencing at the center line of Euclid and Madison Avenues, east on Madison Avenue to the center line of Contour Boulevard, along Contour Boulevard to the north line of El Cajon Avenue, east along the north line of El Cajon Avenue to the east line of 54th Street, south along the east line of 54th Street to Chollas Creek, southwest along Chollas Valley to the junction of Euclid and Home Avenues, north along the west line of Euclid Avenue to Thorn Street, east along the south line of Thorn Street to the center line of Euclid Avenue, north along the center line of Euclid Avenue to the point of beginning. (Rubbish to be collected on both sides of Euclid Avenue from its junction with Home Avenue to Thorn Street.)

Tuesday - Commencing at the center line of Upas and 28th Streets, east along the center line of Upas Street to the center line of Boundary Street, southeast along the center line of Boundary Street to Thorn Street, northeast along the center line of Thorn Street to Wabash Canyon, southeast along Wabash Canyon to the south side of Olive Street, west along the south side of Olive Street to the south side of Nile Street, along the west side of Nile Street to Bowdith Place, along Bowdith Place to the north line of Cooper Street, along Cooper Street to the center line of Boundary Street, along the center line of Boundary Street to the center line of Palm Street, along the center line of Palm Street to the center line of 28th Street, north along the center line of 28th Street to the point of beginning.

Wednesday - Commencing at the center line of Park Boulevard and Adams Avenue, south along the center line of Park Boulevard to the center line of Lincoln Street, west along the center line of Lincoln Street to 10th Avenue, north along the rim of the 6th Avenue Canyon to Golden Gate Drive, east along Golden Gate Drive to the center line of Campus Avenue, north to the north line of Lot 5, Pueblo Lot 1111, northeast along the north line of Lot 5 to the center line of Georgia Street produced, south along the center line of Georgia Street produced to the center line of Adams Avenue, west along the center line of Adams Avenue to Park Boulevard, the point of beginning.

Thursday - Commencing at the center line of 6th Avenue and Hawthorn Street, west along Hawthorn Street to the center line of Harbor Drive, northwest along the center line of Harbor Drive to the center line of Laurel Street, east along the center line of Laurel Street to the west line of Brant Street, north along the west line of Brant Street to the center line of Redwood Street, east along the center line of Redwood Street to the center line of 6th Avenue, south along the center line of 6th Avenue to the point of beginning.

Friday - Commencing at the center line of 28th and Beech Streets, east on Beech Street to 32nd Street, south on 32nd Street to Fisher Street, northwest along the boundary of the U. S. Destroyer Base to the south termination of 28th Street, north along the center line of 28th Street to the point of beginning.

Saturday - Commencing at the center line of 6th Avenue and Hawthorn Street, south along 6th Avenue to the center line of Beech Street, west along the center line of Beech Street to the center line of Harbor Drive, north along the center line of Harbor Drive to Hawthorn Street, east along the center line of Hawthorn Street to the center line of 6th Avenue, the point of beginning.

The period of this contract shall extend one (1) year from the date hereof, to-wit: to and including March 7th, 1944.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insured in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insured in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 day of 8 Hours</u>
Teamsters.....	\$5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of Two Thousand Five Hundred Dollars (\$2500.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 77937 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

ANDY TIPTON
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 8th day of March, 1943.

CLARENCE J. NOVOTNY, 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 Andy Tipton for collection of combustible City refuse in certain areas; being Document No. 342483.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tipton 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 8th day of March, 1943, 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 FRANK SOSA, party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

WHEREAS, the parties hereto heretofore entered into a contract dated December 24, 1942, the original of which is on file in the office of the City Clerk bearing Document No. 341756, recorded in Book 13, page 385, Records of said City Clerk, which said contract related to the collection and disposition of rubbish within the Central Traffic District of the City; and

WHEREAS, it is the mutual desire of the parties hereto to enter into a new and different contract and to terminate all of the rights and obligations existing between them by virtue of said contract of December 24, 1942; NOW, THEREFORE,

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of Two Thousand Two Hundred Thirty Dollars (\$2230.00) per month, to-wit:

Collections on each day of the week from Monday to Friday, both inclusive, in the following districts:

The territory bounded by 2nd Avenue on the east, San Diego Bay on the west, "A" Street on the north and Market Street on the south;

The territory bounded by 12th Avenue on the east, 8th Avenue on the west, "A" Street on the north and Market Street on the south.

Collections on Saturday in the following districts:

The territory bounded by 8th Avenue on the east, 2nd Avenue on the west, "A" Street on the north and "F" Street on the south; provided, however, that the southern boundary of 5th Avenue, included hereinabove, will be Market Street instead of "F" Street;

At the Pickwick and San Diego Hotels, Young's Market, Federal Postoffice and Army and Navy Y.M.C.A.

The period covered by this contract shall be from the date hereof to the 30th day of June, 1943; provided, however, that the City shall have and the contractor does hereby specifically give to the City an option to continue this contract in effect for a further period of six (6) months from June 30, 1943. In event of election by the City to continue this contract beyond said last-mentioned date, the contractor agrees in all respects to be bound by each and all of the terms and conditions of this contract to the same extent as though such extended term had been part of the original term hereof, and that at all times during such extended term the contractor will keep in full force and effect public liability and property damage insurance and Workmen's Compensation Insurance hereinafter specified.

(2) The City will furnish a dump for the use of the contractor at 36th and Market Streets, in the City of San Diego, but the contractor will not be permitted to burn any rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping rubbish, both combustible and non combustible, in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to discontinue the operation of said dump at 36th and Market Streets at any time; provided, however, that in event of such discontinuance the City will provide another dump for the use of the contractor at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use at least five (5) trucks and such additional trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract, or any extension thereof, shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insured in the amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insured in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract or any extension thereof adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$ 5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of Two Thousand Two Hundred Thirty Dollars (\$2230.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) Upon the execution of this contract and the obtaining by the contractor of the insurance hereinabove required, the contract between the parties of December 24, 1942 referred to in the preamble hereof shall thereupon automatically terminate and be of no further force and effect save as to the right of the contractor hereunder to receive payment of any sums of money earned and payable thereunder at the time of such termination; upon such termination the faithful performance bond given by the contractor in connection with said contract shall be released.

(11) 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. 77938 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

FRANK SOSA
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 8th day of March, 1943.

CLARENCE J. NOVOTNY, 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 Frank Sosa for collection of rubbish in the Central Traffic District; being Document No. 342484.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

A G R E E M E N T

THIS AGREEMENT, entered into this 2nd day of March, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as "City", and THE STATE OF CALIFORNIA, through its duly elected or appointed, qualified and acting Chief Accounting Officer, Department of Motor Vehicles, hereinafter designated as "State";

WHEREAS, the City owns and operates Radio Station KGZD, and a repeater station at Lyons Peak; and

WHEREAS, the State desires to have the use, by the California Highway Patrol, through remote control of Radio Station KGZD and of the use of the buildings and facilities of the repeater station at Lyons Peak in conjunction with the City; NOW, THEREFORE,

In consideration of the terms and conditions hereinafter set forth:

A. The City agrees as follows:

1. The City agrees and consents to the use by the California Highway Patrol, through remote control, of Radio Station KGZD in San Diego, and to the use of the building and facilities of the repeater station at Lyons Peak in conjunction with the City; provided, however, that the State first secure permission from the United States Forest Service for the use of the area, buildings and facilities of the repeater station at Lyons Peak.

B. The State agrees as follows:

1. In consideration of the above-named service the State agrees to pay to the City Twenty Dollars (\$20.00) per month in arrears upon presentation by the City to the Department of Motor Vehicles at Sacramento, California, at least fifteen (15) days prior to the due date of such rental, of a bill, in triplicate.

2. The State is to supply one metallic telephone circuit from the office of the California Highway Patrol in San Diego to the fire alarm building in Balboa Park and to install a repeater station for handling car transmissions. Control circuits of the remote control console are to conform to the specifications of The City of San Diego, all materials, labor, equipment and installations to be furnished by the State. It is further agreed that the State will correct any interference caused by the facilities herein referred to.

This agreement shall be for a term of two years and shall continue until terminated by either party giving to the other, in writing, one months notice of such intention to terminate.

IN WITNESS WHEREOF, This agreement has been executed, in triplicate, by and on behalf of the parties hereto, the day and year first above written.

THE CITY OF SAN DIEGO,

By WALTER W. COOPER

City Manager

The undersigned hereby certifies for the State agency that there is an unencumbered balance in the proper budget allotment or allotments sufficient to satisfy the obligations of the State of California, as herein stated, for the 94th fiscal year, and that the amounts of said obligations have been properly entered as encumbrances against such allotments.

J. C. TOOMEY

Chief Accounting Officer

Department of Motor Vehicles

The Director of Finance is hereby requested to execute this agreement under Section 675 of the Political Code.

DEPARTMENT OF MOTOR VEHICLES

By J. C. TOOMEY

Chief Accounting Officer

STATE OF CALIFORNIA

By J. F. HANLES

Director Department of Finance

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State of California for use of Radio Station KGZD and a repeater station at Lyons Peak; being Document No. 342541.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten 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 9th day of March, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and F. A. PEPPER, Box 62, Bostonia, Cal., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

Collection Day

District or Area of Collection

Monday Boundary Street to Ward Road; All north from the north side of Adams Avenue to canyons.

Tuesday From the U. S. Military Reservation to Oliphant Street; Catalina Street and Chatsworth Blvd. to the bay.

Wednesday Newport Avenue to West Point Loma Boulevard; Wells Street to the bay and ocean.

Thursday Oliphant Street to Lytton Street; Chatsworth Boulevard to Rosecrans Street.

Friday Newport Street to Ladera Street; Chatsworth Boulevard and Catalina Street to the ocean; the territory lying between Elliott Street and La Cresta Drive and between Chatsworth Blvd. and Wells Street.

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including September _____, 1943.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insured in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insured in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs

or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$ 5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$ 5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand Fifty Dollars (\$1050.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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 of 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. 77936 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
F. A. PEPPER
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 9th day of March, 1943.

CLARENCE J. NOVOTNY, 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 F. A. Pepper for collection of combustible City refuse; being Document No. 342544.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francisco T. 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 9th day of March, 1943, 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 RICHARD E. TOWNSLEY, 5470 Imperial Ave., San Diego, Cal., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of Two Thousand Three Hundred Dollars (\$2300.00) per month, to-wit:

Collection Day

District or Area of Collection

Monday..... Ward Road to Fairmount Avenue, north of Monroe Avenue, to Mission Valley, excepting therefrom the territory known as Kensington Park lying wholly outside the city.

Tuesday..... Elm Street to Palm Street, 28th Street to canyons on the east.

Wednesday..... 6th Avenue to Park Boulevard, Upas Street to Lincoln Avenue.

Thursday..... Laurel Street to Glenwood Drive; Union St. to Pacific Highway; Glenwood Drive to Pringle Street; Puterbaugh Street to Pacific Highway; Pringle Street to Trias Street, La Jolla Avenue to Pacific Highway.

Friday..... 32nd Street to Highland Avenue, Imperial Avenue to Division Street.

(Non-combustibles only)

The period of this contract shall extend one (1) year from the date hereof, to-wit: to and including March _____, 1944.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insured in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insured in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$ 5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of Two Thousand Three Hundred Dollars (\$2300.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 77936 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and

year in this agreement first above written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager
RICHARD E. TOWNSLEY
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 9th day of March, 1943.

CLARENCE J. NOVOTNY,
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 Richard E. Townsley for collection of combustible City refuse; being Document No. 342545.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Harold Stephens is the owner of Lots 5 and the east 1/2 of Lot 6, Block 1, of Monte Mar Vista;

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of March 1943, by Harold Stephens that I will, for and in consideration of the permission granted to remove 16 ft. of curbing on El Cajon Blvd. between 56th Street and El Cerrito Drive, adjacent to the above described property, bind me to, and I 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 myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HAROLD STEPHENS
5625 El Cajon Blvd.

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 11 day of March, A.D. Nineteen Hundred and Forty Three before me, J. Gunsallus, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold Stephens known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) J. GUNSALLUS
Notary Public in and for the County of San Diego,
My Commission expires June 13, 1944. State of California

RECORDED MAR 17 1943 25 min. past 3 P.M. in Book 1463 at page 437 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.

PEARL M. ROSS
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY approve the form of the foregoing agreement this 12th day of March, 1943.

CLARENCE J. NOVOTNY 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 curb removal agreement from Harold Stephens; being Document No. 342551.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy

CONTRACT NO. HA(CAL-4092)mph-107

A G R E E M E N T

THIS AGREEMENT, entered into this 6th day of March, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter referred to as the "City," and the UNITED STATES OF AMERICA, acting by and through the FEDERAL PUBLIC HOUSING AUTHORITY, hereinafter referred to as the "Authority," WITNESSETH:

THAT WHEREAS, the Authority is an agency of the United States Government, and as such is operating and managing several Federal housing projects in the San Diego area; and WHEREAS, said Authority, in order more adequately to protect said housing projects from fire hazards, desires the City to provide duly qualified fire marshals for such housing projects; and

WHEREAS, the City is willing so to do, provided the Authority will pay the extra cost to the City of providing such service;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, it is mutually agreed between the parties as follows:

That the City, through the Chief of its Fire Department, will detail two (2) fully qualified fire marshals, who shall be on duty and work exclusively in the various Federal housing projects operated and managed by the Authority within the San Diego area.

In consideration of the rendition of such special service the Authority will pay to the City not later than the 15th day of each month for the preceding month's service Two Hundred and Twenty Five Dollars (\$225.00) per month for each of said fire marshals, representing a maximum annual payment by the Authority of Five Thousand Four Hundred Dollars (\$5,400.00).

This agreement shall continue in force and effect until terminated by either party upon written notice of intention so to do served not later than thirty (30) days prior to the date of such termination.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

UNITED STATES OF AMERICA
By ELMER MILLS
For the Federal Public Housing
Commissioner

I hereby approve the form of the foregoing agreement this 1st day of March, 1943.

CLARENCE J. NOVOTNY 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 Federal Public Housing Authority for services of fire marshals at Federal housing projects; being Document No. 342586.

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

Regarding construction of bedroom.

STATE OF CALIFORNIA
County of San Diego
City of San Diego } ss

Alexander Murray and Mary E. Murray, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Lot Twelve (12) Subdivision C. M. Doty's Addition, located at 1802 Beryl Street, Pacific Beach;

That we desire to alter a portion of an existing garage on the above described property into a bedroom and have applied for a zone variance under Petition No. 1647, dated January 15, 1943;

That we, in consideration of approval granted by the City of San Diego to use the building as a bedroom under Resolution No. 240, of the Zoning Committee, dated February 25, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will obtain the approval of the Health Department and six months after the termination of the present war between the United States of America and any country, we will then cause said building to be vacated and no longer used as a bedroom;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

MARY E. MURRAY
1802 Beryl St.

ALEXANDER MURRAY
1802 Beryl St.

On this 18th day of March A.D. Nineteen Hundred and Forty-three, before me, Ralph S. Roberts a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alex. Murray and Mary E. Murray known to me to be the person 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 Pacific Beach, 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 9-27-1944 State of California

RECORDED MAR 26 1943 45 min. past 1 P.M. in Book 1475 at page 265 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.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Alexander and Mary E. Murray re altering garage into a bedroom at 1802 Beryl Street; being Document No. 342659.

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 25th day of March, 1943, 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. D. ALLEN, Route 2, Box 167, San Diego, California, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee herein after set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Pueblo Lot 1102 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, 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 said County of San Diego, subject to existing liens and encumbrances, EXCEPTING the following described parcel of land:

Commencing at the southwesterly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot 1102, a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right

angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, a distance of 295.32 feet to the point of commencement.
for a term of three (3) years, beginning on the 1st day of February, 1943, and ending on the 31st day of January, 1946, at the following rentals: Thirty Dollars (\$30.00) 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 pasturage purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the 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 said 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. 2630 (N.S.) 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

H. D. ALLEN, Lessee
CLARENCE J. NOVOTNY
City Attorney

I HEREBY APPROVE the form of the foregoing Lease this 27th day of March, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with H. D. Allen for portion of Pueblo Lot 1102 for stock grazing purposes; being Document No. 342764.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

L E A S E

THIS AGREEMENT, made and entered into this 26 day of March, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager, as Lessor, and BIG SISTER LEAGUE, a corporation, as Lessee, WITNESSETH:

That the City, Lessor as aforesaid, does by these presents lease, demise and let unto the said Lessee, upon the terms and conditions hereinafter recited, that certain dwelling house located on Lot A, Block 220, Horton's Addition, in The City of San Diego, County of San Diego, State of California, known as 1769 Front Street, for a term of one year, beginning on the 1st day of April, 1943, and ending on the 31st day of March, 1944, at a rental of five dollars (\$5.00) per year, payable in advance, on the 1st day of April of each year during said term.

It is expressly understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the Lessee hereby covenants and agrees to and with the Lessor duly to observe, keep and perform.

(1) That the above-described premises are leased to said Lessee for the purpose of establishing and maintaining a temporary shelter for worthy needy girls and women, and for no other purpose or purposes.

(2) That this lease shall not be assigned or transferred, nor shall the said Lessee have the right to sublet the leased premises without the consent in writing of the Council of said City.

(3) That the Lessee accepts the premises in the condition that the same now are, and that the Lessor shall not be required to make any repairs, alterations or improvements of any character whatsoever thereto or thereupon.

(4) That the Lessee shall pay all charges for water and other utilities used on said leased premises.

(5) That the Lessee shall maintain the leased premises in good repair and tenantable condition during the continuance of this lease, and shall at the expiration of this lease surrender the same to the Lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

(6) That the Lessee shall, during the continuance of this lease, carry fire insurance in the sum of not less than \$2000.00, insuring The City of San Diego against any loss or damage because of fire occurring on said premises.

(7) The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

(8) That in case of a violation by the Lessee of any of the terms and conditions of this lease, the Lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the Lessee and for its account.

(9) It is expressly agreed by the parties hereto that this lease may be terminated at any time herein by either party giving the other Sixty (60) days' notice in writing.

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, and the Lessee has caused this instrument to be executed by its proper officers thereunto duly authorized this 26th day of March, 1943.

THE CITY OF SAN DIEGO
Lessor.

By WALTER W. COOPER
City Manager

BIG SISTER LEAGUE
By FANNIE S. WOODS
President

ATTEST: MABEL A. GAFFORD

Secretary (SEAL)

I hereby approve the form of the foregoing Lease this 15th day of March, 1943.

CLARENCE J. NOVOTNY
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 Lease with Big Sister League for house at 1769 Front Street; being Document No. 342477.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis T. Patton* Deputy

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 12th day of March, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and herein-after sometimes designated as the "City", and THEODORE BROWN, Box 62, Bostonia, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESS-ETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

Collection Day

District or Area of Collection

Monday.....Commencing at the intersection of the center line of University Avenue with the center line of 43rd Street, west along the center line of University Avenue to 40th Street, north along the center line of 40th Street to the center line of Monroe Avenue to the center line of Van Dyke Avenue; east along the center line of Monroe Avenue produced to the center line of Fairmount Avenue, south along the center line of Fairmount Avenue to the center line of Meade Avenue, west along the center line of Meade Avenue to the center line of 43rd Street, south along the center line of 43rd Street to the center line of 43rd Street and University Avenue, being the point of beginning.

Tuesday.....Commencing at the center line of University Avenue and the center line of Boundary Street; northwest along the center line of Boundary Street to the center line of El Cajon Boulevard, east along the center line of El Cajon Boulevard to the center line of 40th Street, south along the center line of 40th Street to the center line of University Avenue, west along the center line of University Avenue to the point of beginning.

Wednesday.....Commencing at the center line of University Avenue and Utah Street, south along the center line of Utah Street to Upas Street, west along the center line of Upas to the center line of Arizona Street, south along the production of the center line of Arizona to the south line of Morley Field in Balboa Park, west to the west line of Alabama Street produced, said point being in Balboa Park, north along the west line of Alabama Street produced to Upas Street, north along the west line of Alabama Street to the center line of University Avenue, east along the center line of University Avenue to the point of beginning.

Thursday.....Commencing at the center line of Mission Hills Boulevard and the southwesterly line of Middletown Addition, northwest along the southwesterly line of Middletown Addition to the north line of Witherby Street; northeast along the north line of Witherby Street to the center line of Congress Street, northwest along the center line of Congress Street to the center line of Trias Street, northeast along Trias Street to the rim of Mission Valley, southeast along the rim of Mission Valley to the intersection of the southwest line of Allen Road with the northwest line of Ft. Stockton Drive; southeast along the north line of Ft. Stockton Drive to the west line of Sierra Vista, north along the west line of Sierra Vista to the center line of Montecito Way, east along Montecito Way to the center line of Randolph Street, south along Randolph Street to the center line of Washington Street, west along the center line of Washington Street to the west line of the Protestant Cemetery, north along the west line of the Protestant Cemetery to the center line of Mission Hills Boulevard, southwest along the center line of Mission Hills Boulevard to the point of beginning.

Friday....Commencing at the center line of Russ Boulevard and 20th Street produced north from B Street, south along the center line of 20th Street to the center line of Imperial Avenue, west along the center line of Imperial Avenue to the center line of 17th Street, north along the center line of 17th Street to the center line of Russ Boulevard, east along the center line of Russ Boulevard to the point of beginning.

The period of this contract shall extend one (1) year from the date hereof, to-wit: to and including March 11th, 1944.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand Fifty Dollars (\$1050.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 77957 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

THEODORE BROWN
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 15th day of March, 1943.
CLARENCE J. NOVOTNY, 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 Theodore Brown for collection and removal of combustible City refuse; being Document No. 342643.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Brown 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 19th day of March, 1943, 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 O. L. LUEKER, 3744 Bancroft Street, San Diego, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

Collection Day

District or Area of Collection

Monday..... Starting at the intersection of Norma Drive and the center line of Monroe Street, north along the canyon rim to the north end of Norma Drive, southeast along the canyon rim to intersection of east line of 49th Street and the south line of Adams Avenue, north and east along the line of the City limits to the east line of College Way, south on the east line of College Way to the south line of Meade Avenue, west on the south line of Meade Avenue to the west line of 56th Street, north on the west line of 56th Street to the south line of El Cajon Avenue, west on the south line of El Cajon Avenue to the east line of 54th Street, north on the east line of 54th Street to the north line of El Cajon Avenue, northwest to intersection of the north line of Monroe Avenue and the east line of Contour Drive, west on the north line of Monroe Avenue to the intersection of the west line of Norma Drive and the north line of Monroe Avenue.

Tuesday..... From the center line of Utah Street to the center line of Felton Street, from the center line of El Cajon Avenue to the center line of Adams Avenue, north on the east line of Utah Street to the west line of Vista Place, east along the canyon rim to the east line of Kenmore Terrace, south on the west line of Mountain View Drive to the north line of Adams Avenue.

Wednesday... From the center line of Park Boulevard to canyon rims on the west, from the center line of Lincoln Avenue to the canyon rims on the north. (Non-combustibles only)

Thursday... From the center line of Hawthorn Street to the center line of Laurel Street, from the west line of Sixth Avenue to the bay, from the center line of Laurel Street to the center line of Spruce Street, from the west line of Sixth Avenue to the Canyon rim on the west, (Non-combustibles only)

Friday..... From the west line of 13th Avenue to the west line of 17th Street, from Russ Street to the north line of Imperial Avenue, intersections from the east line of 12th Avenue to the west line of 17th Street on streets running east and west, also the San Diego High School.

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including September 18th, 1943.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$ 5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand Fifty Dollars (\$1050.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 77981 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By Walter W. Cooper
City Manager
O. L. LUEKENS
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 20th day of March, 1943.

CLARENCE J. NOVOTNY 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 O. L. Luekens for collection and removal of combustible City refuse; being Document No. 342644.

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 at the City of San Diego, State of California, this 19th day of March, 1943, 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 C. H. YANCEY, 33 - 20th Street, San Diego, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand One Hundred Dollars (\$1100.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday	Commencing at the intersection of the center line of University Avenue and Fairmount Avenue, south along the center line of Fairmount Avenue to the center line of Home Avenue, west along the rim of the canyon to Wabash Canyon, north along the rim of Wabash Canyon to its intersection with a point at the center line of Dwight Street and 40th Street, north along the center line of 40th Street to the center line of University Avenue, east along the center line of University Avenue to the point of beginning.
Tuesday	That portion of Mission Beach lying south of the center line of El Carmel Place (including non-combustible)
Wednesday	That portion of Mission Beach lying north of the center line of El Carmel Place (including non-combustible) Non-combustible rubbish collected at Mission Beach is to be collected separately from the combustible and delivered to the Charles M. Davis plant, 823 West 17th Street, National City.
Thursday	Commencing at the intersection of the center line of Washington Street with the center line of Front Street; south along the center line of Front Street to the center line of Pennsylvania Avenue, southwest to the center line of Curlew Street, along the east line of Curlew Street to its intersection with the east line of Reynard Way, along the east line of Reynard Way to the south line of Redwood Street, along the south line of Redwood to the west line of Horton Avenue, northwest along the west line of Horton Avenue to the southeast line of Thorn Street, southwest along the southeast line of Thorn Street to the southwest line of Union Street, northwest along the southwest line of Union Street to Walnut Street, north along the east line of Middletown

Addition to Puterbaugh Street, northwest along the northeast line of Puterbaugh Street to the northwest line of Andrews Street, southwest along the northwest line of Andrews Street to the southwest boundary line of Middletown Addition, northwest along the southwest line of Middletown Addition to the northwest line of Henry Street, southwest along the northwest line of Henry Street to the northeast line of California Street, northwest along the northeast line of California Street to Witherby Street, southwest along the northwest line of Witherby Street to the southwest line of California Street, southeast along the southwest line of California Street to the intersection of the southeast line of Henry Street, northeast along the southeast line of Henry Street to the southwest boundary line of Middletown Addition, southeast along the southwest line of Middletown Addition to the center line of Pringle Street, northeast along the center line of Pringle Street to the center line of Washington Street, along the center line of Washington Street to the center line of Front Street, being the point of beginning.

Friday.....Commencing at the intersection of Imperial Avenue with the center line of 25th Street, south along the center line of 25th Street to the center line of Commercial Street, southeast along the center line of Ocean View Boulevard to the center line of Sampson Street, southwest along the center line of Sampson Street to Colton Avenue, northwest along the center line of Colton Avenue to Sigsbee Street, northwest across the tidelands to the intersection of Imperial Avenue with the center line of 13th Street, east along the center line of Imperial Avenue to the point of beginning.

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including September 18th, 1943.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand One Hundred Dollars (\$1100.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights

hereunder.

(10) 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. 77981 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
C. H. YANCEY
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 19th day of March, 1943.

CLARENCE J. NOVOTNY, 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 C. H. Yancey for collection and removal of combustible City refuse; being Document No. 342645.

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 at the City of San Diego, State of California, this 15th day of March, 1943, 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 S. G. GOODWIN, 1512 West Upas Street, San Diego, Calif. party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

Collection Day	District or Area of Collection
Monday	Center line of 43rd Street to the center line of Euclid Avenue, center line of University Avenue to center line of Monroe Avenue, center line of Monroe Avenue north to canyon rim, center line of 43rd Street to center line of Euclid Avenue.
Tuesday	From the center line of Dwight Street to center line of University Avenue, from the center line of Utah Street to center line of Boundary Street, from the center line of Utah Street to center line of Felton Street, from the center line of Upas Street to center line of Dwight Street.
Wednesday	From the center line of Park Boulevard to the center line of Utah Street, from the center line of El Cajon Boulevard, to canyon rim on the north.
Thursday	From the center line of Walnut Street to the canyon rim on the north, from the center line of Front Street to the center line of 6th Avenue.
Friday	From the center line of 24th Street to the center line of 28th Street, from the center line of Russ Street to the center line of Imperial Avenue.

The period of this contract shall extend one (1) year from the date hereof, to-wit: to and including March 14th, 1944.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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 Dol-
lars (\$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 per-
mitted or required to labor in violation thereof.

(7) 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 em-
ployed 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 Dol-
lars (\$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 Day of 8 Hours</u>
Teamsters.....	\$5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the fore-
going 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.

(8) The City, in consideration of the faithful performance by said contractor of each
every and all of the covenants and agreements on the part of the contractor undertaken by
him to be performed, will pay said contractor in warrants drawn upon the proper fund of
said City, on or before the 10th day of each month, the sum of One Thousand Fifty Dollars
(\$1050.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements
or covenants by him undertaken to be performed and such failure shall continue for a period
of seven (7) days, the City shall have the absolute right to terminate and cancel this con-
tract; and upon such termination and cancellation the contractor shall have no further
rights hereunder.

(10) 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 of 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. 77957 of the Council
authorizing such execution, and the contractor has hereunto affixed his signature the day
and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
S. G. GOODWIN
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 15th day of
March, 1943.
CLARENCE J. NOVOTNY, 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 S. G. Goodwin for collection and removal of combustible City refuse; being
Document No. 342646.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tamm Deputy

A G R E E M E N T
Regarding construction of Residence
STATE OF CALIFORNIA)
County of San Diego) ss.
City of San Diego)
James Van De La Bogart, after being first duly sworn, for himself deposes and says;
That he is the owner of the hereinafter described real property; Lot 45 & 46 Block 2
Subdivision American Park, located at Ethan Allen Avenue;
That he desires to construct residence on the above property.
That he, in consideration of approval granted by the City of San Diego to use the
building as a residence do hereby covenant and agree to and with said City of San Diego, a
Municipal Corporation, that I will comply with Building and Zoning restrictions of the City,
and that the property will never be used as other than a single family residence so long as
the property is in Zone R-1.
That this agreement shall run with the land and be part of a general plan for the
protection and benefit of all parties concerned, and that if the property should hereafter
be conveyed to any other person, firm or corporation that the instrument by means of which
title or any interest in or to said real property, or any parcel thereof, is conveyed will
contain a restriction limiting the use of the part or parcel so conveyed, or in the event of
the conveyance of the whole of said property hereinbefore described, then to use the whole
of said property in keeping with this agreement.

JAMES VAN De La BOGART
4380 Ethan Allen Ave.
North San Diego, Cal.
On this 25th day of March A.D. Nineteen Hundred and forty three, before me, Clark M.
Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared James Van De La Bogart 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.

RECORDED MAR 26 1943 45 min. past 1 P.M. in Book 1476 at page 236 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.

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 Agreement from James Van De La Bogart re residence on Lots 45 and 46 Block 2, American Park; being Document No. 342720.

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

Regarding construction of addition to living quarters

STATE OF CALIFORNIA
County of San Diego
City of San Diego

ss.

Sam J. Bailey, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; Lots Eleven (11) Twelve (12) and Thirteen (13) Block Seventy nine (79) Subdivision Power's Subdivision, located at 2957 "K" Street;

That I desire to remodel an existing garage on the above described property with no side yard into living quarters and have applied for a yard variance under Petition No. 1677, dated February 20, 1943;

That I, in consideration of approval granted by the City of San Diego to use the building as living quarters, under Resolution of the Zoning Committee No. 247, dated March 18, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the termination of the present war between the United States of America and any country, we will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

SAM J. BAILEY

2957 K St.

On this 25 day of March A.D. Nineteen Hundred and 43, before me, Walter L. McDonald a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sam J. Bailey known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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

(SEAL) Notary Public in and for the County of San Diego,
State of California

My Commission expires Feb. 7, 1944

RECORDED MAR 26 1943 45 min. past 1 P.M. in Book 1485 at page 44 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 Agreement from Sam J. Bailey relative to remodeling garage into living quarters at 2957 K Street; being Document No. 342731.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

USE AND OCCUPANCY PERMIT

WHEREAS, L.E. Dixon Company has requested from the City of San Diego the right temporarily to occupy for the purpose of storing equipment thereon, certain lands belonging to the City of San Diego in the vicinity of San Vicente Reservoir, which lands are not presently required for City use;

NOW, THEREFORE, The City of San Diego does hereby grant permission to L. E. Dixon Company to occupy the following described area or tract of land belonging to the City of San Diego in the vicinity of San Vicente Reservoir, for the purpose of temporary storage of equipment thereon:

A tract of land located in Sec. 31, T 14 S, R 1 E, S.B.B. & M. described as follows:

Commencing at the west quarter corner of Sec. 31, T 14 S, R 1 E, S.B.B. & M; thence S 84° 05' 32" E 1327.50 feet to the true point of beginning; thence N 80° 30' W, 221 feet; thence S 14° 28' E, 353 feet; thence S 30° 33' E, 155 feet; thence N 80° 41' E, 110 feet; thence N 7° 46' W, 425 feet to the true point of beginning.

This permit is restricted and revocable at any time by The City of San Diego upon sixty (60) days written notice to the permittee. No right granted hereunder shall be transferred or assigned by the permittee.

This permit is granted upon the further condition that the permittee shall save the City harmless from any liability for injury to persons or property, arising out of or in connection with the use and occupancy of the above described property by the permittee. This permit is granted upon the further condition that the City assumes no responsibility whatsoever for the safety of any equipment placed or caused to be placed or stored on the above described premises by the permittee; and that the permittee shall have no right to claim against the City, any compensation on account of the damage, destruction or theft of any equipment placed or stored upon said premises.

This permit is granted upon the further condition that upon the revocation hereof, as hereinabove provided, the permittee will immediately remove or cause to be removed, all equipment and personal property belonging to him or under his control which he has placed or stored upon said premises.

IN WITNESS WHEREOF, the City of San Diego has caused this permit to be executed by its City Manager, pursuant to Resolution No. 77941, authorizing such execution this 5th day of March, 1943.

(SEAL)

Attest: FRED W. SICK

City Clerk

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

L. E. DIXON COMPANY, permittee named in the foregoing Use and Occupancy Permit, does hereby accept the same and agrees to be bound by each and every condition contained therein. Dated this 23 day of March, 1943.

MERRILL E. DIXON

I hereby approve the form and legality of the foregoing Use and Occupancy Permit this 4th day of March, 1943.

CLARENCE J. NOVOTNY 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 Use and Occupancy Permit to L. E. Dixon Company for temporary storage of equipment near San Vicente reservoir; being Document No. 342732.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm 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 22nd day of March, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and herein-after sometimes designated as the "City", and M. F. LUEKER, Lanier Hotel, San Diego, Calif. party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

Collection Day

District or Area of Collection

Monday From the west line of Fairmount Avenue to the west line of Euclid Avenue, from the south line of University Avenue to the canyon rims on the south.

Tuesday From the south line of Kellogg Street to the south line of Oliphant Street, from the west line of Catalina Boulevard to the intersection with Chatsworth Boulevard, north on the west line of Chatsworth Boulevard to the south line of Oliphant Street, the west boundary being the San Diego Bay.

Wednesday... From the north line of West Point Loma Boulevard to the north line of Newport Street, from the east line of Catalina Boulevard to the ocean.

Thursday.... From the north line of Oliphant Street to the north line of Lytton Street, from the west line of Chatsworth Boulevard to the center line of Rosecrans Street, from the south line of Elliott Street to the north line of Amaryllis Street, from the west line of Poinsettia Street to the west line of Chatsworth Boulevard.

Friday..... From the south line of Hill Street to the south line of Newport Street, from the east line of Catalina Boulevard to the ocean, from the intersections of Catalina Boulevard and Chatsworth Boulevard to the north line of Voltaire Street, from the west line of Chatsworth Boulevard to the west line of Catalina Street, from the north line of Voltaire Street to the north line of Elliott Street, from the east line of Wells St. and Famosa St. to the ocean.

The period of this contract shall extend six (6) months from the date hereof, to-wit, to and including September 21st, 1943.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand Fifty Dollars (\$1050.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 77981 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
M. F. LUEKER
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22d day of March, 1943.

CLARENCE J. NOVOTNY 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 M. F. Lueker for colletion and removal of combustibile City refuse; being Document No. 342739.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

A G R E E M E N T

Regarding construction of addition to living quarters.

STATE OF CALIFORNIA }
County of San Diego } ss
City of San Diego }

FRANKLIN W. HALL and HELEN HALL, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Westerly sixty two (62) feet of the northerly one hundred fifty one and seventy five hundredths feet (151.75) Block G Subdivision Teralta of Lot Sixteen (16), located at 3225-35 Bramson Place;

That we desire to alter an existing garage on the above described property into two living units with no side yard on the west side and have applied for a zone variance under Petition No. 1687, dated February 27th, 1943;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters under Resolution of the Zoning Committee No. 249, dated March 25, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation that six months after the termination of the present war between the United States of America and any country, we will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

FRANKLIN W. HALL
3236 Orange Ave.
HELEN HALL
3236 Orange Ave.

On this 26th day of March A.D. Nineteen Hundred and forty three, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Franklin W. & Helen Hall known to me to be the person 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California
My Commission expires August 5, 1945
RECORDED MAR 26 1943 45 min. past 1 P.M. in Book 1487 at page 11 of official records,
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
PEARL M. ROSS
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 from Frank W. and Helen Hall relative to altering garage at 3225 Bramson Place; being Document No. 342740.

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
Regarding use of property for the commercial raising
of poultry & rabbits.

STATE OF CALIFORNIA)
County of San Diego)ss
City of San Diego)

JOHN HERTEL and LAURA HERTEL, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot G Block Seven (7) Subdivision Central Homestead, located at adjacent & south of 401 So. 33rd Street;

That we desire to use the above described property for the commercial raising of poultry and rabbits for a period of five years, and have applied for a zone variance under Petition No. 1685, dated February 25, 1943;

That I, in consideration of approval granted by the City of San Diego to use the above described property for the commercial raising of poultry & rabbits for a period of five years, under Resolution of the Zoning Committee No. 246, dated March 18, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at the end of the five year period I will eliminate all buildings on the above described property and also all the non-conforming buildings on my adjacent property;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed; or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

JOHN HERTEL LAURA HERTEL
401 S 33rd St. 401 So. 33 St.

On this 22nd day of March A.D. Nineteen Hundred and Forty three, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Hertel and Laura Hertel, husband and wife known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) ETHEL B. HAYS
Notary Public in and for the County of San Diego,
State of California
My Commission expires June 7, 1945
RECORDED MAR 31 1943 35 min. past 3 P.M. in Book 1480 at page 219 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Agreement from John and Laura Hertel relative to commercial raising of poultry and rabbits; being Document No. 342742.

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 in duplicate, this 1st day of April, 1943, by and between A. A. SCHILLING party of the first part, hereinafter called the "Lessor", and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter called the "Lessee", WITNESSETH:

WHEREAS, said Lessor is the owner of those certain premises known and designated as 4057 and 4061 University Avenue; in the City of San Diego, County of San Diego, State of California, and said Lessee is desirous of leasing from said Lessor said premises to be used and occupied by the Lessee as an indoor recreation center, NOW, THEREFORE:

Said Lessor does hereby demise and let unto the said Lessee, and said Lessee does hereby rent and take from said Lessor all of the building and premises located, known and designated as hereinabove stated, to have and to hold the said premises for the period of one (1) year, commencing on the 1st day of April, 1943, to and including the 31st day of March, 1944, at a rental of One Hundred Dollars (\$100.00) per month, payable in advance on the first day of each and every month during said term.

It is further understood and agreed that, unless this lease shall be terminated prior to the expiration of the term stated herein, as hereinafter provided, said Lessee shall have the option to lease said premises for an additional period of one (1) year upon the same terms and conditions and for the same purposes as herein set forth.

It is further understood and agreed that the Lessee will pay for all gas, electricity and water used upon said premises by said City and will not permit any liens or encumbrances of any nature to become attached to the premises as the result of its failure to pay and liquidate any and all bills contracted by the Lessee.

It is further understood and agreed that said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than for an indoor recreation center and activities connected therewith and incidental thereto without the written consent of the Lessor first obtained; and if so assigned, let or underlet, used or permitted to be used, without such written consent the Lessor may re-enter and relet the premises, and this lease, by such unauthorized act, shall become void if the lessor shall so determine and elect.

It is further understood and agreed that the Lessee shall be permitted to remove from said premises, upon the termination of this lease, all fixtures, equipment and other property placed therein or thereon 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.

If the building or above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable and are not rendered tenantable by the Lessor within ninety (90) days from the date of injury, this lease may be terminated by either party. In case the premises are so damaged as not to require a termination of this lease as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; provided, however, that in no event shall the Lessor be required to repair damage to fixtures, equipment and other property placed therein or thereon by the Lessee and removable by said Lessee as herein provided.

The Lessee shall not keep or permit to be kept by anyone on the demised premises any article which the insurance companies may deem extra hazardous or which increases the rate of insurance upon said premises.

This lease shall be subject to termination at the option of the Lessor or the Lessee. Notice of intention to exercise such option of termination shall be given sixty (60) days prior to the date of termination, by registered mail addressed to the Lessor or to the Lessee, or the duly authorized agent or agents of the Lessee, as the case may be. Said sixty-day period shall be computed from the date of mailing such notice.

Time is of the essence of this lease and unless the conditions to be performed on the part of the Lessee are kept and performed in the manner and at the times herein provided, the said Lessor may terminate this lease and repossess said premises. Upon the performance of the conditions as herein provided by the Lessee, it shall have the quiet and peaceable possession of said premises.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name and The City of San Diego has caused this lease to be executed on its behalf by the City Manager as and for the act of said City, pursuant to Resolution No. 78011 authorizing such execution, the day and year first hereinabove written.

A. A. SCHILLING

THE CITY OF SAN DIEGO,
By WALTER W. COOPER

City Manager

ATTEST: FRED W. SICK

City Clerk

(SEAL)

STATE OF CALIFORNIA,

ss

County of San Diego.

On this 1st day of April, 1943, before me, E. H. Brooks, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared A. A. Schilling, 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, at my office, in said County and State, the day and year in this certificate first above written.

E. H. BROOKS

(SEAL) Notary Public in and for said County and State

I HEREBY APPROVE the form and legality of the foregoing Lease this 1st day of April, 1943.

CLARENCE J. NOVOTNY 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 A. A. Schilling for premises at 4057 and 4061 University Avenue; being Document No. 342838.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE STATE OF CALIFORNIA

This Agreement made and executed this 16th day of March, 1943, by and between the CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, hereinafter referred to as the "City", and the STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS, herein after referred to as the "Department".

Recitals.

(a) Under the provisions of Section 6 of the "Defense Highway Act of 1941", enacted by Congress and approved by the President on November 19, 1941, as amended, the War Department has certified that the construction of a military reservation access road, to-wit: Miramar Road from U. S. Highway 101 to Guerra Siding, designated by the Public Roads Administration as Project DA-WR 45, access road to Camp Callan, said road being approximately 5.0 miles in length; is important to national defense and that said road is eligible for allocation of funds from said "Defense Highway Act of 1941" as amended.

(b) It is anticipated that Federal funds will be made available for the cost of constructing said road.

(c) The City desires to cooperate by furnishing a portion of the required rights of way.

(d) The Department has been designated as the agency to construct said road with Federal funds. Said access road is not a part of the State highway system and State highway funds are not available for its maintenance. In order to secure Federal funds for the

construction of said road, it is necessary to provide by agreement for its maintenance as a public road thereafter.

THEREFORE, in consideration of the premises and mutual promises and covenants herein contained, the parties agree as follows:

1. The City agrees to furnish the required rights of way over City-owned land without compensation therefor, and guarantees to the Department the right of entry upon said rights of way when needed for construction purposes.

2. The Department will use its best efforts to obtain Federal funds for construction and, if said funds are made available, the Department will provide for the construction of said road without expense to the City except as provided in paragraph 1 of these provisions.

3. The City agrees that after completion of said project, and upon notice of such completion, it will maintain the portion of said road within the corporate limits of the City at its own expense and in a manner satisfactory to the authorized agents of the United States.

CITY OF SAN DIEGO
COUNTY OF SAN DIEGO
STATE OF CALIFORNIA
By Walter W. Cooper
City Manager

Approved as to form and procedure
ROBERT E. REED
Attorney for the State

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS
By G. T. McCoy
State Highway Engineer

Recommended for approval
FRED GRUMM
Ass't. State Highway Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cooperative Agreement with State of California for construction of Miramar Road; being Document No. 342857.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS INDENTURE OF LEASE, made in duplicate, this 1st day of April, 1943, by and between JOSEPHINE D. SUTTON, party of the first part, hereinafter called the "Lessor", and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter called the "Lessee", WITNESSETH:

WHEREAS, said Lessor is the owner of those certain premises known and designated as 1110 Rosecrans Boulevard, in the City of San Diego, County of San Diego, State of California, and said Lessee is desirous of leasing from said Lessor said premises to be used and occupied by the Lessee as an indoor recreation center, NOW, THEREFORE:

Said Lessor does hereby demise and let unto the said Lessee, and said Lessee does hereby rent and take from said Lessor all of the building and premises located, known and designated as hereinabove stated, to have and to hold the said premises for the period of _____, commencing on the 1st day of April, 1943, to and including the 18th day of May, 1945 at a rental of One Hundred Twenty-five Dollars (\$125.00) per month, payable in advance on the first day of each and every month during said term.

It is further understood and agreed that, unless this lease shall be terminated prior to the expiration of the term stated herein, as hereinafter provided, said Lessee shall have the option to lease said premises for an additional period of one (1) year upon the same terms and conditions and for the same purposes as herein set forth.

It is further understood and agreed that the Lessee will pay for all gas, electricity and water used upon said premises by said City and will not permit any liens or encumbrances of any nature to become attached to the premises as the result of its failure to pay and liquidate any and all bills contracted by the Lessee.

It is further understood and agreed that said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than for an indoor recreation center and activities connected therewith and incidental thereto without the written consent of the Lessor first obtained; and if so assigned, let or underlet, used or permitted to be used, without such written consent the Lessor may re-enter and relet the premises, and this lease, by such unauthorized act, shall become void if the Lessor shall so determine and elect.

It is further understood and agreed that the Lessee shall be permitted to remove from said premises, upon the termination of this lease, all fixtures, equipment and other property placed therein or thereon 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.

If the building or above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable and are not rendered tenantable by the Lessor within ninety (90) days from the date of injury, this lease may be terminated by either party. In case the premises are so damaged as not to require a termination of this lease as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; provided, however, that in no event shall the Lessor be required to repair damage to fixtures, equipment and other property placed therein or thereon by the Lessee and removable by said Lessee as herein provided.

The Lessee shall not keep or permit to be kept by anyone on the demised premises any article which the insurance companies may deem extra hazardous or which increases the rate of insurance upon said premises.

This lease shall be subject to termination at the option of the Lessor or the Lessee. Notice of intention to exercise such option of termination shall be given sixty (60) days prior to the date of termination, by registered mail addressed to the Lessor or to the Lessee, or the duly authorized agent or agents of the Lessee, as the case may be. Said sixty-day period shall be computed from the date of mailing such notice.

Time is of the essence of this lease and unless the conditions to be performed on the part of the Lessee are kept and performed in the manner and at the times herein provided, the said Lessor may terminate this lease and repossess said premises. Upon the performance of the conditions as herein provided by the Lessee, it shall have the quiet and peaceable possession of said premises.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed her name and The City of San Diego has caused this lease to be executed on its behalf by the City Manager as and for the act of said City, pursuant to Resolution No. 78011 authorizing such execution, the day and year first hereinabove written.

JOSEPHINE D. SUTTON

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

ATTEST: FRED W. SICK
City Clerk
(SEAL)

STATE OF OHIO, }
County of Cuyahoga } ss

On this 1st day of April, 1943, before me, R. L. Palmer, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Miss Josephine D. Sutton, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in said County and State, the day and year in this certificate first above written.
R. L. PALMER

(SEAL) Notary Public in and for said County and State.
My Commission expires Nov. 5, 1943

I HEREBY APPROVE the form and legality of the foregoing Lease this 6th day of April, 1943.

CLARENCE J. NOVOTNY 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 Josephine D. Sutton for premises at 1110 Rosecrans as an indoor recreation center; being Document No. 342874.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of April, 1943, 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 WILSHIRE OIL COMPANY, INC., 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 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, more particularly described as follows, to-wit:

Beginning at the point of intersection of the southeasterly line of Palm Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by the Superior Court in that certain action numbered 35473; thence south 53° 31' 50" west along the southwesterly prolongation of the southeasterly line of Palm Street a distance of 22 feet to the true point or place of beginning; thence southeasterly parallel to the said mean high tide line, the following courses: first, south 37° 54' 40" east a distance of 20.50 feet; thence south 36° 11' 40" east a distance of 99.57 feet; thence south 35° 37' 10" east a distance of 42.54 feet to a point, said point being distant 22 feet southwesterly from the said mean high tide line; thence southwesterly on a line parallel to and distant 162.60 feet southeasterly from the southwesterly prolongation of the southeasterly line of Palm Street, a distance of 73.42 feet to a point on a curve concave to the southwest having a radius of 2137.50 feet, the center of which bears south 60° 40' 24" west; thence northwest along the arc of said curve, an arc distance of 163.25 feet to a point on the southwesterly prolongation of the southeasterly line of Palm Street; thence north 53° 31' 50" east along the southwesterly prolongation of the southeasterly line of Palm Street a distance of 59.96 feet to the true point or place of beginning, containing 10,690 square feet.

The said lands hereinabove described being shown on the map or plat attached hereto, being Drawing No. 32-B, dated May 14, 1935, 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 Company for a period of five (5) years, beginning on the 1st day of April, 1943, and ending on the 31st day of March, 1948, unless sooner terminated as herein provided, at the following rentals:

The sum of nine cents (9¢) 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 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, but shall not be held to include or require compensation to be paid in any amount to the Company 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 hereinabove described shall be used only and exclusively for the purpose of erecting, constructing, conducting and maintaining thereon an automobile garage and service station, including the storage, repairing, greasing and servicing of motor vehicles, and for all commercial purposes connected therewith; together with the right to construct such building or buildings as may be necessary or convenient for conducting or carrying on such business; and for the purpose of carrying on a business on said premises for the bulk storage of gasoline and other petroleum products and/or for the wholesale distribution of gasoline and/or other petroleum products to retailers and for the purpose of erecting and maintaining a private garage on said premises for the storage, servicing and/or repairing of motor vehicles, and for the purpose of erecting, installing and maintaining such other buildings, structures and equipment on said premises as may be necessary or convenient for conducting and carrying on such business.

(2) All structures and improvements to be erected upon the demised premises 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) In the event that the Company shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the City 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 the 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.

(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 at the expiration of the term of this lease, if the Company shall have faithfully performed all the terms, conditions and obligations of this lease, it shall be entitled to an extension of said term for an additional period of five (5) years, at the following rental: The sum of eleven cents (11¢) per square foot per year. If the Company shall desire and intend to avail itself of the right herein reserved to such extended term, it shall notify the City in writing thereof at least ninety (90) days prior to the expiration of the term of this lease. The failure of the Company to so do shall relieve the City from any obligation to make such extension.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said 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
WM. E. HARPER
Members of the Harbor Commission
of The City of San Diego.

WILSHIRE OIL COMPANY, INC.
By M. A. MACHIS
Vice President

ATTEST: PAUL A. LOWER

Assistant-Secretary

I hereby approve the form of the foregoing Lease, this 8th day of April, 1943.

CLARENCE J. NOVOTNY 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 to Wilshire Oil Company, Inc. for tidelands at Palm Street and Pacific Highway; being Document No. 342914.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

LEASE

THIS AGREEMENT, made and entered into this 5th day of April, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and L. W. BRAUNER, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the

terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

Pueblo Lot 1297 (except the westerly 40 acres); west half of Pueblo Lot 1296 and the west half of Pueblo Lot 1299; and, EXCEPTING existing buildings, public highways and easements; containing 300 acres of land, more or less.

For a term of five (5) years, beginning on the 1st day of February, 1943, and ending on the 31st day of January, 1948, at the following rentals: Four Hundred Fifty Dollars (\$450.00) per year, payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the 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 City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the Lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the Lessee to be kept, observed or performed, Lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 2634 (New Series) of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

Lessor

By WALTER W. COOPER
City Manager

L. W. BRAWNER
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 12th day of April, 1943.

CLARENCE J. NOVOTNY City Attorney
By J. H. McKINNEY
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with L. W. Brawner for portion Pueblo Lot 1297 for stock grazing purposes; being Document No. 342924.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten 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 ONE THOUSAND NINETY-SIX Dollars (\$1096.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of April, 1943.

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: 37 - 8" three-way fire hydrants and hydrant ells, 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 (SEAL)
By PHILIP M. STRAUBINGER Secy.

ATTEST: C. E. PIEPENBRINK

Principal
GREAT AMERICAN INDEMNITY COMPANY (SEAL)
By L. DOSTER
By E. K. JAMES
Attorneys-in-fact

ATTEST: _____

Surety

I hereby approve the form of the within Bond, this 14th day of April, 1943.
CLARENCE J. NOVOTNY City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 17th day of April, 1943.
WALTER W. COOPER,
City Manager

STATE OF CALIFORNIA)
County of San Diego) ss

On this 12th day of April in the year one thousand nine hundred and forty-three, 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 1-12-46

R. L. PAINE
Notary Public in and for the County of San Diego
State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 12th day of April, 1943, by and between The City of San Diego, a municipal corporation, in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and STANDARD IRON WORKS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 37 - 8" three-way fire hydrants each with 1-4" steamer nozzle, 2-2-1/2" hose nozzles and 8" x 42" hydrant elbow, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 342574.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

37 - three-way fire hydrants and hydrant ells @ \$115.00 ea	\$4255.00
Plus California State Sales Tax	127.65
	<u>\$4382.65</u>

Said contractor agrees to begin delivery of said material within seven (7) days from and after the date of the execution of this contract, and to complete said delivery on or before the 7th day of June, 1943.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Four Thousand Three Hundred Eighty-two and 65/100 Dollars (\$4382.65), 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. 78039 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: C. E. PIEPENBRINK

STANDARD IRON WORKS (SEAL)
By PHILIP M. STRAUBINGER, Secy.
Contractor

I hereby approve the form and legality of the foregoing contract this 14th day of April, 1943.

CLARENCE J. NOVOTNY City Attorney
By H. B. DANIEL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Standard Iron Works for 37 - 8" fire hydrants; being Document No. 343022.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS INDENTURE OF LEASE, made in duplicate, this 15th day of March, 1943, by and between KATHERINE C. SPRINGER, party of the first part, hereinafter called the "Lessor", and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter called the "Lessee", WITNESSETH:

WHEREAS, said Lessor is the owner of those certain premises known and designated as 4353 and 4357 University Avenue, in the City of San Diego, County of San Diego, State of California, and said Lessee is desirous of leasing from said Lessor said premises to be used and occupied by the Lessee as an indoor recreation center, NOW, THEREFORE:

Said Lessor does hereby demise and let unto the said Lessee, and said Lessee does hereby rent and take from said Lessor all of the building and premises located, known and designated as hereinabove stated, to have and to hold the said premises for the period of one (1) year, commencing on the 23rd day of March, 1943, to and including the 22nd day of March, 1944, at a rental of One Hundred Twenty-five Dollars (\$125.00) per month, payable in advance on the first day of each and every month during said term.

It is further understood and agreed that, unless this lease shall be terminated prior to the expiration of the term stated herein, as hereinafter provided, said Lessee shall have the option to lease said premises for an additional period of one (1) year upon the same terms and conditions and for the same purposes as herein set forth.

It is further understood and agreed that the Lessee will pay for all gas, electricity and water used upon said premises by said City and will not permit any liens or encumbrances of any nature to become attached to the premises as the result of its failure to pay and liquidate any and all bills contracted by the Lessee.

It is further understood and agreed that said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than for an indoor recreation center and activities connected therewith and incidental thereto without the written consent of the Lessor first obtained; and if so assigned, let or underlet, used or permitted to be used, without such written consent the Lessor may re-enter and relet the premises, and this lease, by such unauthorized act, shall become void if the lessor shall so determine and elect.

It is further understood and agreed that the Lessee shall be permitted to remove from said premises, upon the termination of this lease, all fixtures, equipment and other property placed therein or thereon 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.

If the building or above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable and are not rendered tenantable by the Lessor within ninety (90) days from the date of injury, this lease may be terminated by either party. In case the premises are so damaged as not to require a termination of this lease as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; provided, however, that in no event shall the Lessor be required to repair damage to fixtures, equipment and other property placed therein or thereon by the Lessee and removable by said Lessee as herein provided.

The Lessee shall not keep or permit to be kept by anyone on the demised premises any article which the insurance companies may deem extra hazardous or which increases the rate of insurance upon said premises.

This lease shall be subject to termination at the option of the Lessor or the Lessee. Notice of intention to exercise such option of termination shall be given sixty (60) days prior to the date of termination, by registered mail addressed to the Lessor or to the Lessee, or the duly authorized agent or agents of the Lessee, as the case may be. Said sixty-day period shall be computed from the date of mailing such notice.

Time is of the essence of this lease and unless the conditions to be performed on the part of the Lessee are kept and performed in the manner and at the times herein provided, the said Lessor may terminate this lease and repossess said premises. Upon the performance of the conditions as herein provided by the Lessee, it shall have the quiet and peaceable possession of said premises.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed her name and The City of San Diego has caused this lease to be executed on its behalf by the City Manager as and for the act of said City, pursuant to Resolution No. 78011 authorizing such execution, the day and year first hereinabove written.

KATHERINE C. SPRINGER

THE CITY OF SAN DIEGO,
By WALTER W. COOPER

ATTEST: FRED W. SICK
City Clerk

(SEAL)

City Manager

STATE OF CALIFORNIA,

ss.

County of San Diego.

On this 2nd day of April, 1943, before me, Philip Storer Thacher, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Katherine C. Springer, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office, in said County and State, the day and year in this certificate first above written.

PHILIP STORER THACHER

(SEAL)

Notary Public in and for said County and State

I HEREBY APPROVE the form and legality of the foregoing Lease this 20th day of April, 1943.

CLARENCE J. NOVOTNY 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 Katherine C. Springer for property at 4353 and 4357 University Avenue; being Document No. 343038.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That TUFFORD MOTOR COMPANY, a co-partnership composed of Walter W. Tufford, James W. McAlister, E. Marilyn Tufford and Gladys P. McAlister, as Principal and PACIFIC INDEMNITY COMPANY, a body corporate, duly incorporated under the laws of the State of California, and authorized to act as surety under the Act of Congress approved August 13, 1894, whose principal office is located in Los Angeles, State of California 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 THIRTY-THREE Dollars (\$1633.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of April, 1943.

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: 5 - 4-door Plymouth 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.

composed of TUFFORD MOTOR COMPANY, a co-partnership
Walter W. Tufford, James W. McAlister,
E. Marilyn Tufford and Gladys P. McAlister,
By WALTER W. TUFFORD Principal

ATTEST: ARTHUR L. CHYTRUS

ATTEST: RUTH A. HAWKER

By PACIFIC INDEMNITY COMPANY (SEAL)
IRVING FRIEDMAN Attorney-in-Fact
Surety

I hereby approve the form of the within Bond, this 20th day of April, 1943.
CLARENCE J. NOVOTNY City Attorney
By H. B. DANIEL Deputy City Attorney

I hereby approve the foregoing bond this 20th day of April, 1943.

WALTER W. COOPER
City Manager

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 17th day of April in the year one thousand nine hundred and forty-three before me, Elizabeth J. White a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Irving Friedman known to me to be the duly authorized Attorney-in-Fact of Pacific Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said Irving Friedman acknowledged to me that he subscribed the name of Pacific Indemnity Company, thereto as surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL) ELIZABETH J. WHITE
Notary Public in and for San Diego County,
My Commission expires September 16, 1946 State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 17th day of April, 1943, 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 TUFFORD MOTOR COMPANY, a co-partnership composed of Walter W. Tufford, James W. McAlister, E. Marilyn Tufford and Gladys P. McAlister, 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: 5 4-door Plymouth sedans, equipped with first grade rattan seat covers and heavy duty police generators, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 342668.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

5 - 4-door Plymouth sedans, each.....	\$ 1277.68
Less deduction for Federal tax, exemption certificate	
to be furnished by City.....	44.75
	\$ 1232.93
Plus additional amount for furnishing heavy duty police	
generators in exchange for std.	35.00
	\$ 1267.93
Plus 3% California Sales Tax.....	38.04
	\$ 1305.97

Said contractor agrees to complete delivery of said material within Fifteen days from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Six Thousand Five Hundred Twenty-nine and 85/100 Dollars (\$6529.85), 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. 78070 of the Council authorizing such execution, and the contractor has caused these presents to be executed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

TUFFORD MOTOR COMPANY, a co-partnership composed of
Walter W. Tufford, James W. McAlister, E. Marilyn
Tufford and Gladys P. McAlister,

WALTER W. TUFFORD

ATTEST: ARTHUR L. CHYTRUS

Contractor

I hereby approve the form and legality of the foregoing contract this 20th day of April, 1943.

CLARENCE J. NOVOTNY

City Attorney

By H. B. DANIEL

Ass't. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Tufford Motor Company for five 4-door Plymouth sedans; being Document No. 343080.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 22nd day of April, 1943, 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 EVELYN L. CAVENEE, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit:

The NW 1/4 of the NE 1/4; NE 1/4 of the NW 1/4 and South Half of the NW 1/4 of Section 20, Township 17 South, Range 4 East, S.B.B. & M.;

For a term of three (3) years, beginning on the 1st day of May, 1943, and ending on the 30th day of April, 1946, at the following rentals; One Hundred Fifty Dollars (\$150.00) 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 agricultural and/or stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of 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 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. 78111 of the Council authorizing such execution, and said Lessee has hereunto subscribed her name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
Lessor,
By JOHN A. THORNTON Acting City Manager

EVELYN L. CAVENEY
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 20th day of April, 1943.

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 Evelyn L. Cavenee for agricultural and stock grazing purposes; being Document No. 343102.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CHARLES MACOMBER, as Principal and NEW YORK 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 ELEVEN THOUSAND NINE HUNDRED FIFTY-FIVE Dollars (\$11,955.00), 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 23rd day of April, 1943.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to construct a fire station at the northeast corner of 32nd Street and Lincoln Avenue, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: MARIE F. BRYAN
Principal
NEW YORK CASUALTY COMPANY
Surety (SEAL)

ATTEST: MARIE F. BRYAN
By CHESTER N. MUNSON
Attorney-in-Fact
CLARENCE J. NOVOTNY
City Attorney

I hereby approve the form of the within Bond, this 23d day of April, 1943.

By H. B. DANIEL
Asst. City Attorney.

I hereby approve the foregoing bond this 23d day of April, 1943.

JOHN A. THORNTON
Acting City Manager

BOND EXECUTED AND FILED IN DUPLICATE

Rate of premium charged for this bond is \$15.00 per thousand, premium charged \$179.33.

STATE OF CALIFORNIA }
County of San Diego } ss

On this 23rd day of April in the year of 1943 before me Marie F. Bryan, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn personally appeared Chester N. Munson known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the New York Casualty Company, and acknowledged to me that he subscribed the name of the New York Casualty Company thereto, as principal and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL) MARIE F. BRYAN
Notary Public in and for San Diego County.
My commission expires August 1, 1944

KNOW ALL MEN BY THESE PRESENTS, That CHARLES MACOMBER, as Principal and NEW YORK 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 FIVE THOUSAND NINE HUNDRED SEVENTY-EIGHT and no/100 Dollars (\$5,978.00), 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 23rd day of April, 1943.

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 fire station at the northeast corner of 32nd Street and Lincoln Avenue, 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. 342061, on file in the office of the City Clerk of said City; and reference is hereby made to said plans and specifications and to said contract for a particular description of the work to be done; and

WHEREAS, the aforesaid penal sum of Five Thousand Nine Hundred Seventy-eight Dollars (\$5,978.00), 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 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.

CHARLES MACOMBER

Principal

NEW YORK CASUALTY COMPANY (SEAL)

By CHESTER N. MUNSON Attorney-in-Fact
Surety

ATTEST:

MARIE F. BRYAN

Premium for this bond included in premium for performance bond.

This bond executed and filed in duplicate

STATE OF CALIFORNIA

} ss

County of San Diego

On this 23rd day of April in the year 1943 before me Marie F. Bryan, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn, personally appeared Chester N. Munson known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the New York Casualty Company, and acknowledged to me that he subscribed the name of the New York Casualty Company thereto, as principal and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

MARIE F. BRYAN

(SEAL)

Notary Public in and for San Diego County

My commission expires August 1, 1944

I HEREBY APPROVE the form of the foregoing Bond, this 23d day of April, 1943.

CLARENCE J. NOVOTNY City Attorney

By H. B. DANIEL

Assistant City Attorney

I HEREBY APPROVE the foregoing Bond this 23d day of April, 1943.

JOHN A. THORNTON

Acting 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 23d day of April, 1943, 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 Charles Macomber 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 fire station at the northeast corner of 32nd Street and Lincoln Avenue, in the City of San Diego, California; all as more particularly and in detail set forth in those certain plans and specifications therefore contained in Document No. 342061, on file in the office of the City Clerk of said City, excepting therefrom the fire escape and brass valves for stand pipe included in the specifications.

Said contractor agrees to do and perform all of said work at and for the sum of Eleven Thousand Nine Hundred Fifty-five Dollars (\$11,955.00).

Said contractor agrees to commence said work within seven 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 May 1, 1943, in accordance with Resolution No. 77974 of the City Council adopted March 16, 1943, granting sixty days extension of time from the completion date provided by said specifications.

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 Eleven Thousand Nine Hundred Fifty-five Dollars (\$11,955.00), said sum to be paid as follows:

Progress estimates, based on the contract price, will be made and certified by the City Engineer on the 25th day of each month of the amount of work done during the preceding month or since the previous estimate. From the total thus computed a deduction of fifteen per cent (15%) will be made, and the remainder will be paid to the contractor. The fifteen per cent (15%) deducted as above set forth shall not become due and payable until the completion of the work to the satisfaction of the City Engineer and it is accepted by The City of San Diego, 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 IV of the Code of Civil Procedure of the State of California. In case of suspension of the contract the said fifteen per cent (15%) shall be and become the sole and absolute property of The City of San Diego to the extent necessary to repay to The City of San Diego any excess in the cost of the work above the contract price. When the terms of the contract shall have been fully complied with to

the satisfaction of the City Engineer, 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. But no estimate shall be paid before being certified by the City Engineer of The City of San Diego.

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 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 may be appointed by the City Manager, and will be inspected by inspectors appointed by said City Engineer, 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 Engineer 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:

<u>Trade or Occupation</u>	<u>Wage per 8 hour day</u>
Air compressor operator	\$ 10.00
Asbestos worker(heat and frost insulator)	12.00
Asphalt raker and ironer	9.00
Bricklayer	12.00
Bricklayer tender, any capacity	9.00
Carpenter journeyman	10.80
Cement finisher	12.00
Concrete mixer operator-skip type	11.00
Concrete mixer operator-mobile mixer	12.00
Floorlayer	11.40
Glazier	9.60
Laborer, general	7.00
Lather	13.00
Material hoist operator	11.00
Painter journeyman	11.00
Plasterer	13.00
Plasterer-tender	11.80
Plumber	12.00
Reinforcing steel worker	12.00
Roofer	10.00
Sheet metal worker	11.00
Steamfitter	12.00
Steamfitter's helper	7.20
Tile setter	11.00
Truck driver-carrying capacity less than 6 tons	7.60
Wireman, journeyman	12.00

Carpenter and electrician foreman shall receive \$2.00 per day more than journeyman.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$8.00 per day of 8 hours.

For overtime, 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, and on Saturdays where crafts work a five-day week, 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. 78018 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

CHARLES MACOMBER

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 23d day of April, 1943.

CLARENCE J. NOVOTNY

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 Charles Macomber for construction of fire station at northeast corner of 32d Street and Lincoln Avenue; being Document No. 343112.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

CONTRACT BETWEEN THE UNITED STATES OF AMERICA
AND THE CITY OF SAN DIEGO FOR THE SUPPLY OF WATER

THIS CONTRACT, made and entered into this 18th day of September, 1942, between the United States of America, hereinafter called the "Government," and THE CITY OF SAN DIEGO, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the "Utility." WITNESSETH:

WHEREAS, the Utility is now authorized to supply and is engaged in the process of supplying water to customers within the State of California and inter alia to consumers within the State of California; and

WHEREAS, the Federal Public Housing Commissioner, hereinafter called the "Commissioner," desires to contract for the supplying of water to the housing development consisting of approximately 303 trailer units on Site 5TR to be located in or near the City of San Diego, (Identification No. CAL-4095), hereinafter referred to as the "Development";

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, the parties hereto agree as follows:

1. Supply of Water: The Utility shall, from the date of initial delivery to the expiration of this contract, supply the water requirements of the Development and of the tenants of the Development.

2. Determination of Date of Initial Delivery: The date of initial delivery hereunder shall be the date on which the Utility is first required to furnish water to the Development under the terms of this contract.

3. Notice to Utility to Commence Delivery: The Utility shall commence delivery of water to the Development on the date specified in a written notice from the Commissioner or his representative, such notice to be delivered to the Utility not less than ten (10) days prior to the date specified for the commencement of delivery.

4. Term of the Contract: This contract shall become effective upon the execution thereof and shall continue in effect for one year; provided, however, that in the absence of notice of intention to terminate served on the Utility by the Commissioner or on the Commissioner by the Utility at least thirty (30) days prior to the expiration of the contract, this contract shall continue for another year and from year to year thereafter until terminated by notice as outlined in this Section. This contract may also be terminated by the Government, if the Government shall sell or otherwise dispose of the Development or any part thereof. In case of such disposal, the Government will advise the Utility of the date on which title will pass from the Government, at least ten (10) days prior to such passage of title, and the Government's obligations under this contract shall cease on the date on which title passes. All obligations of the parties with regard to the rendition of service and payment therefor and with regard to the payment period herein provided for shall commence with the date of initial delivery as defined in Section 2.

5. Mains and Meters. The Utility agrees to furnish, install and maintain in proper working order water mains of ample and sufficient size to the point or points of delivery, as described in Section 11 hereof, without cost to the Government, and to maintain in proper working order, at the expense of the Utility, the necessary master meter or meters for the Development.

6. Rates: The Utility agrees to charge the Government and the Government agrees to pay the Utility for water services furnished to the Development under the terms hereof at the following rate:

For the first 500 cu. ft. per meter per month, twenty-two (22) cents per 100 cubic feet;

For the next 4,500 cu. ft. per meter per month, twenty and nine-tenths (20.9) cents per 100 cubic feet;

For the next 5,000 cu. ft. per meter per month, nineteen and eight-tenths (19.8) cents per 100 cubic feet;

For the next 10,000 cu. ft. per meter per month, eighteen and seven-tenths (18.7) cents per 100 cubic feet;

For the next 30,000 cu. ft. per meter per month, thirteen and two-tenths (13.2) cents per 100 cubic feet;

For all over 50,000 cu. ft. per meter per month, eleven (11) cents per 100 cubic feet; and such rates shall be designated and known as the "Meter rates".

It is understood that if more than one master meter is deemed necessary to register the consumption of water for said Development, the readings of all such master meters will be totalized and considered as one for the purpose of rates and billing as agreed to herein.

7. Rate Revisions: If, during the period of this contract, reduced or increased rates are made applicable to this class of service, then such reduced or increased rates shall apply to the service supplied under this contract.

8. Reading of Meters: The meters and metering equipment and instruments shall be read monthly by a representative of the Utility and the representative of the Commissioner. The Utility and the Commissioner, or his representative, shall agree upon a date or dates upon which the meters shall be read for billing purposes. This date shall be the same for each month of the year unless said date falls on Sunday or a legal holiday in which case the reading shall be made on the next business day following the Sunday or legal holiday.

9. Billing and Payment: The period of time elapsing between monthly reading shall constitute the monthly billing period. On or about the tenth (10th) day following meter readings for water service, the Utility shall render a bill to the Commissioner or his representative. Payment of said bill shall be made on or before the tenth (10th) day following the date of rendition; unless said date fall on Sunday or a legal holiday in which case payment may be made on the next business day following the Sunday or legal holiday.

10. Penalty for Non-Payment: When any bill is not paid within thirty (30) days after the ten (10) days following the date of rendition, it shall be considered in default. The Utility shall not suspend service to the Development because of non-payment of any monthly bill. The Utility shall have the right to cancel this contract if two successive monthly bills remain unpaid for a period of thirty (30) days after the tenth (10th) day following the date of rendition. Such cancellation shall become effective only after fifteen (15) days' written notice to the Commissioner.

11. Point of Delivery: The point of delivery of water hereunder shall be at the outgoing side of the metering equipment of the Utility located on or near the Development site at an appropriate location, more specifically defined as follows:

Ninety-eight feet (98') East of the East Line of San Miguel on Ocean View Boulevard, South, in the City of San Diego, California.

12. Accuracy of Meters: The meters used in determining the amount of water supplied hereunder shall, by comparison with accurate standards, be tested and calibrated by the Utility at intervals of not to exceed twelve (12) months. If any meter shall be found inaccurate or incorrect, it shall be restored to an accurate condition or a new meter shall be substituted by the Utility. The Commissioner or his representative shall have the right to request that a special meter test be made at any time. If any test made at the request of the Commissioner or his representative discloses that the meter tested is registering correctly, or within two per cent (2%) of normal, the Government shall bear the expense of such test. The expense of all other tests shall be borne by the Utility. The representative of the Commissioner shall have the right to be present at all meter tests and calibrations. The results of all such tests and calibrations shall be open to examination by such representative, and a report of every test shall be furnished immediately to him.

If the meter is tested and found to be not more than two per cent (2%) above or below normal, it shall be considered to be correct and accurate, insofar as correction of billing is concerned. If, as a result of any such test, said meter is found to register a variation in excess of two per cent (2%) from normal, correction shall be made in the billing, but no such correction shall extend beyond ninety (90) days previous to the day on which inaccuracy is discovered by test. The correction shall be based on the assumption that the consumption was the same as for the most nearly comparable periods of like operation (to be agreed upon by the parties hereto) during which service was correctly metered.

13. Standard of Service: The water to be furnished under the terms of this contract shall be of good, clear and wholesome quality and approved by the regulatory public health authorities. It shall be supplied in quantities sufficient for all the purposes and needs of the Development and the tenants thereof. The Utility will maintain sufficient residual pressure at the discharge side of the meters of the Utility on the Development in order to assure adequate fire protection and other necessary service. Provided, however, in event of a water shortage necessitating partial curtailment of water deliveries, that nothing in this paragraph or in this contract shall operate or be construed to give the Government any preferential rights to water service from the Utility over its other domestic consumers; and during the continuance of such water shortage any rules and regulations affecting the use of water or the amount of deliveries imposed by the Utility upon its domestic consumers throughout the City shall be equally applicable to the Government under this contract.

14. Distribution System: The Government shall furnish, construct, own and operate the complete and entire secondary water distribution system of the Development from the point of delivery.

15. Resale: No portion of the water supplied hereunder shall be resold, except that the Government may sell or otherwise distribute water to the tenants of the Development as an incident of tenancy.

16. Rights of Utility:

(a) The Government hereby grants to the Utility at all reasonable hours by its duly authorized agents and employees the free right of ingress to and egress from the premises of the Development for the purpose of inspecting, repairing, replacing or removing the property of the Utility, of reading meters, or of performing any work incidental to the supplying of all service hereby contracted for.

(b) The Utility shall have the right to shut off the supply of water to the Development, without notice, only in cases of emergency. If the Utility shall find it necessary to shut off the supply of water to the Development to make replacements or repairs, or for other reason, and no emergency exists, the Utility shall give the Commissioner or his representative reasonable notice of its intentions, including the approximate time and duration of such interruption of service.

17. Annexation of Property of Utility: Any and all equipment, apparatus and devices necessary to fulfill the Utility's obligation hereunder placed or erected by the Utility on or in property of the Development shall be and remain the property of the Utility regardless of the mode or manner of its annexation or attachment to real property of the Development.

18. Liability: The water supplied under this contract is supplied upon the express condition that after it passes the meter equipment of the Utility, it becomes the property of the Government. The Utility shall not be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of water on the Development premises after it passes said meter equipment, except where such

loss or damage shall be shown to have been occasioned by negligence of the Utility, its agents, servants or employees.

19. Impossibility of Performance: The Utility shall use all reasonable diligence in providing a constant and uninterrupted supply of water, but the Utility shall not be liable to the Government hereunder, nor shall the Government be liable to the Utility hereunder by reason of failure of the Utility to deliver or the Development to receive water as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God or the public enemy, or other acts beyond the control of the party affected, it being the intention of each party to relieve the other of the obligation to supply water or to receive and pay for water when as a result of any of the above mentioned causes, either party may be unable to deliver or use, in whole or in part, the water herein contracted to be delivered and received. Both parties shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the Utility to refuse to deliver and the Government to refuse to receive water after the cause of interruption has been removed. In case of impaired or defective service, the Commissioner or his representative shall immediately give notice to the nearest office of the Utility by telephone or otherwise, confirming such notice in writing as soon thereafter as practicable.

20. Previous Contracts Superseded: This contract supersedes all previous contracts or representations, either written or oral, heretofore in effect by the Utility and the Government with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning these matters.

21. Notices: All notices which, under the terms of this contract, may be given by or issued to a representative of the Commissioner may be given by or issued to Housing Manager whose address is c/o Federal Public Housing Authority, San Diego, California.

All notices which, under the terms of this contract, are to be given by or issued to the Utility may be given by or issued to City of San Diego, Water Accounting Department, whose address is Civic Center, 1600 Pacific Highway, San Diego, California.

Either party shall promptly notify the other in writing whenever there is a change in the person who is to give or receive notices on its behalf.

All notices required or authorized to be given under this contract, except the notice set out in Section 19, shall be given in writing and mailed in the ordinary course of business to the last known address of the appropriate person specified in this contract.

22. Interest of Member of Congress: No Member of or Delegate to the Congress of the United States of America or Resident Commissioner shall participate in the funds made available under this contract. 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.

23. Succession or Assignment: This contract shall be binding upon the successors or legal assigns of the Utility.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed and executed in quadruplicate as of the day and year first above written.

UNITED STATES OF AMERICA
By LANGDON W. POST
For the Federal Public Housing
Commissioner

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

ATTEST: FRED W. SICK

City Clerk (SEAL)

I, FRED W. SICK, hereby certify that I am the City Clerk of the City of San Diego, a Corporation, organized and existing under the laws of the State of California; that Walter W. Cooper, who executed a certain contract between the City of San Diego and the United States of America for the supplying of water to a certain Defense Housing Development at San Diego (designated as Project CAL-4095), was, at the time of such execution, a duly elected, qualified, and acting City Manager of the City of San Diego; that such contract was duly signed on behalf of the City of San Diego, by the authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK

(SEAL)

Dated San Diego, This 1st day of March, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with United States Federal Housing for supplying water to 303 trailer units; being Document No. 343006.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Butler Deputy

REVOCABLE PERMIT

In consideration of the benefits and advantages to be derived therefrom, the United States of America, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, hereinafter called the Permitter, hereby grants to the State of California and the City of San Diego, a municipality in said state, hereinafter jointly referred to as the Permittees, permission, revocable at will, to construct, maintain, operate and repair a highway, and by themselves or through public utility companies or others to construct, maintain, operate and repair in, over or upon said highway, public works for the furnishing, in the public interest, such services as gas, heat, light, power, sewage, telephone, transportation and water and any and all other public services and utilities which are usually constructed in, over and upon such highways, the location of which said highway is shown on the attached photostat of drawing NB12/N1-13(9), dated July 1, 1942, bearing legend, "11TH NAVAL DIST., SAN DIEGO, CALIF., DESTROYER BASE, PLAN OF RIGHT OF WAY SHOWING LIMITS OF PERMIT FOR HARBOR DRIVE THROUGH DESTROYER BASE TO THE STATE OF CALIFORNIA AND CITY OF SAN DIEGO."

The permission hereby granted shall be subject to the following provisions and conditions:

1. Insofar as it covers land, the title to which is now vested in the United States, it will become effective at the time of execution of this Permit, and insofar as it covers land now being acquired through condemnation proceedings, it will become effective for each parcel on the date title to such parcel is vested in the United States.

2. The Permittees are not to be considered as acquiring hereunder any permanent interest of whatever nature in the land of the United States.

3. All activities authorized hereunder shall be subject to such rules and regulations, as regards supervision or otherwise, as may, from time to time, be prescribed by the

Permitter, or by the Commandant, Eleventh Naval District, San Diego, California; all drawings, plans and specifications pertaining to the proposed construction of all work to be performed in, upon or over said highway, shall be submitted for the approval of the Permitter's representative named herein, and no construction shall be commenced until such drawings, plans and specifications shall have been approved by the said representative of the Permitter.

4. This permit shall not be assignable or transferable except upon the written consent of the Permitter, or by its duly authorized representative.

5. Facilities placed upon the premises covered by this permit and in pursuance hereof shall remain the property of the Permittees or others acting under authority of said Permittees, as the case may be, provided that the placing, construction or maintenance of such facilities shall involve no expense to the Government. Upon the termination of this permit, the Permittee shall, within a reasonable time thereafter, upon request by the Permitter, cause said facilities to be removed and the premises restored as nearly as practicable to its original condition. Any expense incurred by the Permitter after such termination in removing such property or in restoring said lands shall be reimbursed through the Permitter by the Permittees.

6. In the event that death or injury occurs to any person, or loss, destruction or damage occurs to any property of the Permitter in connection with the construction, maintenance, operation or repair of the facility as authorized hereunder, occasioned in whole or in part by the acts or omissions of the Permittees, their agents, employees or servants or others acting under authority of the Permittees, the Permittees agree, insofar as they may legally do so, to indemnify and save harmless the Permitter from and against any loss, expense, claims or demands to which the Government may be subjected as a result of such death, loss, destruction or damage.

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 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.

8. This permit supersedes all other permits heretofore issued covering said highway, and such permits are hereby revoked as of the date of execution hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 3 day of February, 1943.

UNITED STATES OF AMERICA

By H. W. JOHNSON

By direction of the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy.

THIS PERMIT is also executed jointly by the State of California and the City of San Diego, California, in acknowledgment of the acceptance of the terms and conditions therein set forth.

APPROVED: C. H. PURCELL
State Highway Engineer
By G. M. McCOY, Assistant State
Highway Engineer.

STATE OF CALIFORNIA (SEAL)

By FRANK W. CLARK DEC 31 1942
State Director of Public Works

CITY OF SAN DIEGO, CALIFORNIA

By WALTER W. COOPER

P.W.DRAWING No. NBL2/NL-13(9)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from the United States to City and State for Harbor Drive through Destroyer Base; being Document No. 343079.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Francis T. Thayer Deputy

CONCESSION AND OPERATION AGREEMENT

THIS AGREEMENT made and entered into this 26th day of April, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the "City", first party, and WAYNE W. DAILARD and E. A. WAKELIN, hereinafter sometimes designated as the "Operators", second parties WITNESSETH:

RECITALS

A.

The City of San Diego entered into a concession and operation agreement with Wayne W. Dailard, Warren B. Worcester and E. A. Wakelin, dated April 29, 1942, the original of which said agreement is on file in the office of the City Clerk bearing Document No. 338313, and recorded in Book 13, page 154, Records of said City Clerk. Said agreement provided for the operation of a portion of the premises in Mission Beach Amusement Center owned by the City. The agreement provided for its termination on the 31st day of December, 1944.

B.

The said Warren B. Worcester is now deceased and by appropriate proceedings in the Probate Court the estate of said Worcester sold, assigned and transferred to Wayne W. Dailard and E. A. Wakelin all of the right, title and interest of said deceased and of his estate in, to and under the concession and operation agreement referred to in Recital "A", which assignment and transfer was consented to by The City of San Diego; and said Dailard and Wakelin are now the only parties in interest as concessionaires under said contract.

C.

The City and said Dailard and Wakelin mutually desire to terminate and cancel said concession and operation agreement and to substitute therefor a new and different agreement for the operation of a portion of the premises in said Mission Beach Amusement Center.

Now, therefore, in consideration of the premises and of the matters and things herein after recited, the parties hereto agree together as follows:

I.

That upon the execution of this agreement the concession and operation agreement hereinbefore referred to in Recital "A" shall be of no further force and effect and all rights and obligations thereunder shall automatically terminate.

II.

The City does hereby grant to second parties, and second parties do hereby take and accept from the City, the concession to occupy and operate the premises and improvements (known as Mission Beach Amusement Center) described in that certain agreement dated August 7, 1937, between the State Park Commission of California and The City of San Diego, together with all amusement devices and equipment thereon or therein located belonging to the City, excepting:

- (a) Those parts or parcels leased to Edward A. Kickham for a skating rink;
- (b) Those parcels leased to Mission Beach Roller Coaster Company, a corporation, for a roller coaster and miniature railroad; and

(c) The bathhouse, including the swimming pool and its appurtenances. (The bathhouse, swimming pool and its appurtenances do not include rooms or spaces used by or for concessions separate and distinct from the operation of the swimming pool.)

The premises, improvements and amusement devices and equipment not so excepted constitute and are hereinafter referred to as the "concession."

The City also grants to second parties the right to use and operate for an automobile parking lot an area contiguous to the concession area above described.

Said concession area and area to be used as an automobile parking lot, together with the excepted areas above mentioned, are more particularly shown and designated on Drawing No. 5700-L, entitled, "Map showing location of buildings, Mission Beach Amusement Center and Rest Rooms", dated April 8, 1939, and Drawing No. 5700-A-L entitled "Map showing location of parking area near Mission Beach Amusement Center", dated April 12, 1943, which said drawings are hereto attached, marked "Exhibit A" and made a part of this agreement.

III.

The concessions and rights hereby granted to second parties are upon the following terms and conditions:

(1) This concession shall be for a term beginning on the 26th day of April, 1943, and terminating on the 31st day of December, 1944.

(2) The operators shall pay to the City as compensation for the concession privileges hereby granted the sum of Eleven Thousand Five Hundred Dollars (\$11,500.00) for the period from the 26th day of April, 1943, to the 31st day of December, 1943; and a like sum for the period from January 1, 1944 to December 31, 1944. The total sum due for each of said periods shall be payable in four equal installments, on June 1st, July 1st, August 1st and September 1st of the years 1943 and 1944, respectively. PROVIDED, however, that in addition to such payments, and as a part of the consideration for the granting of said concession and rights, the operators shall, at their own cost and expense, restore, keep and maintain said premises hereby granted to them, together with all structures and improvements thereon, to and in a good state of repair and in suitable condition for the operation of said concession, and to the satisfaction of the City Manager of said City. In this connection it is understood and agreed that the obligation of the operators at their own cost to restore, repair and maintain the premises shall not be construed as requiring them to restore or repair the sewer and water systems, or any damage resulting from an act of God or the public enemy.

(3) Should the operators desire to redecorate, change or improve any of the structures or buildings to meet their requirements as such operators, the same shall be done at the sole cost and expense of the operators, and any such decorating, changing or improving shall first be approved by the City Manager.

(4) The maximum charge for parking of automobiles in the parking area shall be fifteen cents (15¢) per car.

(5) The operators at their own cost and expense shall dispose of rubbish accumulating on the premises covered by this agreement.

(6) The City will pay for light and power not to exceed One Hundred Forty Dollars (\$140.00) per month and for water not to exceed Sixty Dollars (\$60.00) per month. All charges for light, power and water in excess of said amounts shall be paid by the operators.

(7) The operators shall at their own expense maintain in a clean and sanitary condition all outside rest rooms (furnishing supplies therefor), streets, pavements and walks within the area shown on the map attached hereto, marked "Exhibit A," and made a part of this agreement, excepting therefrom Parcels A, B and C, as shown on said map.

(8) The City will furnish heat for the ballroom for the sum of Fourteen Dollars (\$14.00) per day, after receiving written notice twenty-four (24) hours in advance of the date the heating service will be required.

(9) The operators shall at their own expense provide a watchman to patrol the grounds and punch time clocks in the manner provided for in the policy of insurance held by the City on the buildings in the amusement center.

(10) The operators agree to operate the premises and property covered by this agreement, or cause the same to be operated, continuously and uninterruptedly from May 1st to September 9th, 1943, and from May 1st to September 9th, 1944, such period to be known as the "Season," and thereafter during the term to operate or cause to be operated such parts of said premises as can be operated by them at a profit.

(11) In event the operators neglect to pay any of the charges for light, power and water payable by them under paragraph (6) hereof, upon presentation of bills therefor, said charges shall be added to and become part of the compensation payable to the City by the operators, and shall bear interest at the rate of seven per cent (7%) per annum.

(12) The operators agree to maintain and operate the premises covered by this agreement at their own cost and expense, except as otherwise provided herein, and shall conduct the same for amusement purposes. The operators agree to maintain and operate, or cause to be maintained and operated, said amusement center and amusement devices and equipment at all times in conformity with the ordinances of The City of San Diego.

(13) Time is hereby declared to be of the essence of all of the terms, conditions and provisions of this agreement; and should any payment due to the City hereunder remain unpaid for a period of five (5) days after it becomes due, or should the operators fail to perform, keep or fulfill any of the other terms, provisions or conditions of this agreement in the manner herein specified, and such failure on their part should continue for ten (10) days after written notice thereof by the City, then and in either of such events the City may at its option at any time, at the expiration of said respective time limits and before such default is finally cured, re-enter and take possession of the premises and each and every part thereof and remove all persons therefrom, and/or terminate this agreement and all rights of the operators hereunder.

(14) The operators shall not sell, mortgage or assign this agreement or grant any concession privileges in the amusement center, without the written consent of the City Manager; provided, however, that the City shall exercise no discretion regarding the terms of concession agreements entered into by the operators.

(15) The operators shall not employ or use any person or persons known as hawkers, spielers or criers, or other noise-makers, as means of directing attention to the operators' business to the extent of creating a nuisance, and the operators shall not permit any intoxicated person to act as their employee, and shall, moreover, at all times cooperate with the Police Department of The City of San Diego in causing any intoxicated person or persons in or upon the premises operated by them to be promptly removed therefrom by the Police of said City.

(16) The operators shall not use, nor suffer or permit any person to use, in any manner whatsoever, the said premises, or any part thereof, or any buildings thereon, for any illegal, immoral or bawdy purposes, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, its officers and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the operators, their agents or employees.

(17) The operators shall within four (4) weeks after the termination of this agreement remove from the Center all their personal property, goods, chattels and effects, and on failure so to do the operators hereby authorize the City as their agent to consider said property, goods, chattels and effects to be abandoned by said operators and authorize the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

(18) The operators agree that no representation as to the condition of the premises has been made by said City, and that the operators have made a thorough inspection of said premises, and rely wholly on said inspection, and agree to accept them in the condition existing on the date hereof. The operators further agree to return the said premises to the City, at the expiration or other termination of this agreement, in as good condition as when received, reasonable wear and tear and damage by the elements excepted.

(19) All repairs, improvements, alterations, installations and construction in the said premises shall be subject to the approval of the City Manager, and all improvements of a permanent nature in or to the said premises shall revert to the City at the termination of this agreement.

(20) The City shall furnish and maintain all fire extinguishers, apparatus and appliances upon said premises at all times in good order and ready for immediate use, and shall instruct its employees in the proper use of such apparatus and appliances.

(21) The operators agree that should any building or structure upon the said premises be damaged by fire or any other cause whatsoever to a degree that prevents the operation thereof to the satisfaction of the City Manager, or during the season is commandeered or occupied by the armed forces of the United States, the City shall in such event grant a prorata reduction in the Eleven Thousand Five Hundred Dollars (\$11,500.00) compensation hereinabove provided to be paid, which reduction shall be based upon the revenue derived by the operators from such building or structure. If, however, such building or structure be damaged other than by fire as the result of some act or omission on the part of the operators, their employees or agents, the operators shall repair at their own cost and expense the building or structure so damaged, and upon the failure of the operators to make such repairs the City may, as agent of the operators, repair such damage at the cost and expense of the operators.

(22) The operators shall not use or store, or permit to be used or stored, on the said premises any substance, article or commodity in such a manner as to impair or render void any fire insurance upon any building or structure.

(23) The operators hereby expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the said premises, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the operators resulting from fire, water, tornado, civil commotion or riots; and the operators hereby expressly waive all rights, claims and demands, and forever release and discharge the said City and its officers and agents from any and all demands, claims, actions and causes of action arising from any of said causes.

(24) The operators hereby expressly waive any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of said premises.

(25) The operators covenant to indemnify and hold harmless the City because of the violation by the operators, their agents or employees, of any law, ordinance, rule or regulation affecting or relating to the operation of said premises and/or because of any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, arising out of the operation of said premises, or the carelessness, negligence, or improper conduct of the operators, their agents or employees; and the operators shall reimburse the City, its officers and agents, for all expenses, costs or judgments arising therefrom.

(26) The operators shall secure at their own cost and expense, and file with The City of San Diego, the following policies of insurance written in companies permitted to do business in the State of California:

(a) A policy of Workmen's Compensation insurance covering all of the employees of the said operators.

(b) A Fidelity Bond in the Amount of \$20,000.00.

(c) A policy similar to that called an Owners', Landlords' and Tenants' Public Liability policy for \$10,000/\$50,000 limits with The City of San Diego named as an additional assured to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618, 5619 of Deering's General Laws, covering operators' operation of the dance hall and any other concessions or parking lots that the operators shall operate themselves.

(d) The said operators shall also secure from and file with The City of San Diego the following policies of insurance for each sub-concessionaire or other person with whom they enter into a contract to operate in the said Amusement Center:

(aa) A policy of Workmen's Compensation Insurance covering all of the employees of such person.

(bb) A policy similar to that called an Owners', Landlords' and Tenants' Public Liability policy for not less than \$5,000/\$10,000 limits with The City of San Diego named as an additional insured, to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618 and 5619 of Deering's General Laws, covering the operation by such person of his concession, amusement device, or area. In the operation of mechanical amusement devices, shooting galleries, archery range and similar devices, the policy limits shall be not less than \$10,000/ \$15,000.

(27) The City shall have a lien on all amusement devices and equipment of the operators on the said premises, with the right to take possession of and retain the same until all compensation due from the operators have been paid. None of said personal property shall be removed from the said premises without the written permission of the City Manager. In the event payments due from the operators under this agreement are not made, as hereinabove provided, the City may enforce its lien in any manner provided by the laws of the State of California. The operators, however, will be held liable for any deficiency in compensation remaining after the net proceeds realized from a sale of said personal property have been credited to the operators.

(28) Nothing herein contained shall create or be construed as creating a co-partnership between the City and the operators, or to constitute the operators as agents of the City.

(29) All notices, demands and orders given to the operators may be served by mailing the same by registered mail, postage prepaid, to the operators, at their last address, or by leaving a copy thereof at the office of the operators on the premises hereinabove described with any person or agent then in charge thereof.

(30) If at any time during the term of this agreement any petition in bankruptcy shall be filed by or against the operators, or the operators shall be adjudicated bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the

property of the operators, or if the operators shall make any assignment for the benefit of creditors, then this agreement shall immediately cease, terminate and expire, and the City shall have the right to forthwith, by force or otherwise, re-enter the premises and the same to have, repossess and enjoy, without any liability for damages, anything in this concession to the contrary notwithstanding.

(31) It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents, are acting in a representative capacity and not for their own benefit, and that neither the operators, nor any occupant, shall have any claim against them, or either of them, as individuals in any event whatsoever.

(32) It is expressly stipulated, understood and agreed by and between the parties hereto that in event it should be determined by a court of competent jurisdiction that the City in making this agreement acted without or beyond its legal right or authority, the City shall be under no liability whatsoever to the operators, their agents, employees or sub-concessionaires, and second parties do hereby expressly waive and disclaim any right to claim against the City any compensation, reimbursement or damages resulting from, arising out of, or directly or indirectly connected with the avoidance of this agreement for the reasons in this paragraph mentioned.

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 second parties have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
Party of the first part
By WALTER W. COOPER
City Manager

WAYNE W. DAILARD
E. A. WAKELIN
Parties of the Second Part.
Address: Pacific Square, San Diego

I HEREBY APPROVE the form and legality of the foregoing Agreement this 23d day of April, 1943.

CLARENCE J. NOVOTNY
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 Concession and Operation Agreement with Wayne W. Dailard and E. A. Wakelin for Mission Beach Amusement Center; being Document No. 343153.

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

Regarding construction of rumpus room and addition thereto

STATE OF CALIFORNIA)
County of San Diego) ss.
City of San Diego)

Gilman B. Mollring and Carrie T. Mollring, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Eighteen(18) and Nineteen (19) Block Eighty three (83) Subdivision Point Loma Heights, located at 4443 Santa Cruz;

That we desire to use this room as a rumpus room in connection with the single family residence and make an addition thereto;

That we, in consideration of approval granted by the City of San Diego to use the room on the above described property as a rumpus room and to make the addition thereto; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this room and addition will be used in connection with the single family residence and will not be used as separate living quarters or rented separately so long as this property remains in an R-1 zone.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

GILMAN B. MOLLRING
4443 Santa Cruz Ave.

CARRIE T. MOLLRING
4443 Santa Cruz

On this 3 day of April A.D. Nineteen Hundred and Forty Three, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gilman B. Mollring known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in San Diego County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission expires June 10, 1944

JOHN EDWARD. LOFTUS
Notary Public in and for the County of San Diego,
State of California

RECORDED APR 8 1943 20 min. past 2 P.M. in Book 1483 at page 272 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
E. DRUMMOND

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Gilman B. and Carrie T. Mollring for addition to house; being Document No. 342899.

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

Regarding construction of addition to living quarters

STATE OF CALIFORNIA
County of San Diego
City of San Diego

} ss

George D. Hansen and Annie G. Hansen, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Southerly 2.5 ft. of the westerly 100 ft. of Lot Sixteen (16) and northerly 45 ft. of westerly 100 feet of Lot Seventeen (17) Subdivision University Heights Block 77, located at 4411 Park Boulevard;

That we desire to alter an existing garage on the above described property with no sideyard into living quarters and have applied for a zone variance under petition No. 1694, dated March 3, 1943;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters, under Resolution of the Zoning Committee No. 258, dated April 1, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that there will be no kitchen facilities and six months after the termination of the present war between the United States of America and any country we will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

GEORGE D. HANSEN

ANNIE G. HANSEN

4411 Park Blvd. San Diego 4411 Park Blvd.

On this 5th day of April A.D. Nineteen Hundred and Forty-three, before me, Mabel R. Enos a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George D. Hansen & Annie G. 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 City of San Diego County of San Diego, State of California, the day and year in this certificate first above written.

MABEL R. ENOS

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires May 20, 1946

RECORDED APR 8 1943 20 min. past 2 P.M. in Book 1483 at page 271 of official records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

E. DRUMMOND

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from George D. and Annie G. Hansen relative to living quarters; being Document No. 342905.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Henry E. A. Schroeder is the owner of Lot 28-29-30, Block 87, of E. W. Morse Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5 day of April, by Henry E. A. Schroeder that he will, for and in consideration of the permission granted to remove 14 feet of curbing on Broadway between 29th and 30th, 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.

And 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.

HENRY E. A. SCHROEDER
1809 - 29th St.

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 5 day of April, A.D. Nineteen Hundred and forty three, before me, H.L. Pfaff, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry E. A. Schroeder known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

H. L. PFAFF

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires Sep. 25, 1945.

I HEREBY approve the form of the foregoing agreement this 7th day of April, 1943.

CLARENCE J. NOVOTNY City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 15 1943 30 min. past 1 P.M. in Book 1483 at page 373 of official records San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. DRUMMOND

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Henry E. A. Schroeder; being Document No. 342921.

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 provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Hortense V. Casper is the owner of Lots K & L Block 111 of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of March, by Hortense V. Casper that she will, for and in consideration of the permission granted to remove 20 feet of curbing on 8th Street between Island & J, adjacent to the above described property, bind 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.

And further agrees that this agreement shall be binding on myself, my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HORTENSE V. CASPER
4644 Alabama Street

STATE OF CALIFORNIA,)
County of San Diego,) ss.

On this 8 day of March, A.D. Nineteen Hundred and forty three, before me, B. E. Harmer, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hortense V. Casper 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) B. E. HARMER
Notary Public in and for the County of San Diego,
My Commission expires Aug. 12, 1944 State of California

I HEREBY approve the form of the foregoing agreement this 8th day of April, 1943.

CLARENCE J. NOVOTNY City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 15 1943 30 min. past 1 P.M. in Book 1483 at page 374 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
E. DRUMMOND

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Hortense V. Casper; being Document No. 342922.

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

Regarding use of service station as a fruit and vegetable market.

STATE OF CALIFORNIA)
County of San Diego) ss.
City of San Diego)

Frances Nauman, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property; North seventy (70) feet of Lots One (1), two (2) three (3) four (4) Block eighty seven (87) Subdivision E. W. Morse, located at 2985 "C" Street;

That I desire to convert a service station on the above described property into a fruit and vegetable market and have applied for a zone variance under Petition No. 1693, dated March 3, 1943;

That I, in consideration of approval granted by the City of San Diego to use this service station as a fruit and vegetable market under Resolution of the Zoning Committee No. 248, dated March 25, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will keep the premises clean and in first class condition at all times and six months after the termination of the present war between the United States of America and any country I will then cause said building to be vacated and no longer used as a fruit and vegetable market;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

FRANCES NAUMAN
2730 - 29

On this 30 day of March A.D. Nineteen Hundred and forty-three, before me, P.A. Nauman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frances Nauman 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) P. A. NAUMAN
Notary Public in and for the County of San Diego
State of California
RECORDED APR 15 1943 30 min. past 1 P.M. in Book 1479 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.
M. L. PAIGE

Copyist 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 Frances Nauman as to converting service station into fruit and vegetable market; being Document No. 342938.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Fadden Deputy

A G R E E M E N T

Regarding construction of addition to living quarters.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss
City of San Diego }

John Craft and Rebecca Craft, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot One (1), the northerly one hundred feet (100) Block three (3) Subdivision Reed's Central Addition, located at 2877 Imperial Avenue;

That we desire to alter an existing store building on the above described property into living quarters with a one (1) foot eight (8) inch side yard, and have applied for a zone variance under Petition No. 1702, dated March 19, 1943;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters under Resolution of the Zoning Committee No. 262; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the termination of the present war between the United States of America and any country, we will then cause said store building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

JOHN CRAFT
2871-1/2 Imperial

REBECCA CRAFT
2871-1/2 Imperial Ave.

On this 9 day of April A.D. Nineteen Hundred and Forty three, before me, Virginia Beth Clark a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Craft and Rebecca Craft 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) VIRGINIA BETH CLARK
Notary Public in and for the County of San Diego,
State of California
My Commission expires Dec. 22, 1946
RECORDED APR 23 1943 40 min. past 10 A.M. in Book 1496 at page 16 of official records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from John and Rebecca Craft as to altering store building into living quarters; being Document No. 342977.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Fadden Deputy

A G R E E M E N T

Regarding construction of addition to living quarters

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss
City of San Diego }

Alfred Williams, Jr. and Mildred W. Williams, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Nine (9) Block One (1) Subdivision University Place, located at 1477 University Avenue;

That we desire to convert a portion of an existing store building on the above described property into one apartment with no side yard and have applied for a zone variance under Petition No. 1717, dated April 5, 1943;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters under Resolution of the Zoning Committee No. 264, dated April 15, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will obtain the approval of the Building Department and the Health Department; and six months after the termination of the present war between the United States of America and any country, we will then cause said store building to be vacated and

no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

MILDRED W. WILLIAMS ALFRED WILLIAMS, JR.
ENCINITAS, CALIF. ENCINITAS CALIF.

On this 17th day of April A.D. Nineteen Hundred and Forty three, before me, Vernon S. Owens a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alfred Williams Jr. and Mildred W. Williams known to me to be the person 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 said County of San Diego, State of California, the day and year in this certificate first above written.

VERNON S. OWENS

(SEAL) Notary Public in and for the County of San Diego,
State of California

RECORDED APR 23 1943 40 min. past 10 A.M. in Book 1492 at page 142 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
E. BAEPLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Alfred Williams Jr. and Mildred W. Williams as to addition to living quarters at 1477 University Avenue; being Document No. 343040.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY L. E. DIXON COMPANY, UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE SAN VICENTE DAM, 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. 332404.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by the City of San Diego that the work performed and materials furnished by L. E. Dixon Company, 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. 332404, have been performed and furnished to the satisfaction of the Hydraulic Engineer of said City in charge of and having supervision of said work on April 17, 1943.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on April 20, 1943, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by L. E. Dixon Company. A 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 20th day of April, 1943.

THE CITY OF SAN DIEGO (SEAL)
By FRED W. SICK

City Clerk

RESOLUTION NO. 78098

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer of The City of San Diego, dated April 19, 1943, on file with the City Clerk, that the work performed and materials furnished by L. E. Dixon Company, under its contract for the construction of the San Vicente Dam, which contract is dated September 10, 1941, and is on file in the office of the City Clerk of said City as Document No. 332404, have been performed and furnished, and said contract has been completed in accordance with the plans and specifications therefor to the satisfaction of the hydraulic Engineer in charge of and having supervision over the performance of said work, and the acceptance thereof is recommended; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the work performed and materials furnished by L. E. Dixon Company, under its contract for the construction of the San Vicente Dam, be, and the same are hereby accepted by The City of San Diego.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions of Paragraph 62 of the contract specifications, all as set forth in said contract.

BE IT FURTHER RESOLVED that the City Clerk be, and he is hereby instructed to execute and file with the County Recorder of the County of San Diego a notice of the completion and acceptance of said contract work by said City.

Approved as to form by CLARENCE J. NOVOTNY
City Attorney

By _____
Assistant City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 20th day of April, 1943, by the following vote, to-wit:

YEAS - Councilmen: Simpson, Austin, Hartley, Boud, Mayor Bard

NAYS - Councilmen: None

ABSENT-Councilmen: Knox, Flowers

ATTEST: HOWARD B. BARD

Mayor of the City of San Diego, California

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM,

Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM,

Deputy

(SEAL)

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 78098 of the Council of the City of San Diego, California, as adopted by said Council Apr 20 1943.

(SEAL)

FRED W. SICK
City Clerk
By AUGUST M. WADSTROM,
Deputy

RECORDED APR 21 1943 41 min. past 9 A.M. in Book 1478 at page 448 of official records San Diego Co., Cal. Recorded at request of Owner.

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 Notice of Completion for construction of San Vicente Dam; being Document No. 343047.

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 provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Lee A. Lane, is the owner of Lot 1 to 10, Block 21, of Reed & Hubbel;

NOW, THEREFORE, This AGREEMENT, signed and executed this third day of April 1943, by Lee A. Lane that I will, for and in consideration of the permission granted to remove 62 feet of curbing on Main Street between twenty-sixth and twenty-seventh, 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.

And 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.

LEE A. LANE
2675 Main St.

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 6th day of April, A.D. Nineteen Hundred and forty-three, 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 _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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, 1945

I HEREBY approve the form of the foregoing agreement this 21st day of April 1943.

CLARENCE J. NOVOTNY City Attorney
By HARRY S. CLARK

RECORDED APR 23 1943 40 min. past 10 A.M. in Book 1480 at page 434 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
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 Lee A. Lane; being Document No. 343096.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

NOTICE OF RENEWAL OF LEASE FOR THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION

N. B. To be served on, and a copy left with, the Lessor on or before April 30, 1943 in accordance with the terms of the lease and in no event later than the end of the business day of June 30, 1943.

The United States of America to The City of San Diego, a Municipal Corporation.

You are hereby notified that under the provisions of paragraph 5, of Lease No. W7034-qm-133 dated August 23, 1941, between the United States of America and The City of San Diego, a Municipal Corporation, San Diego, California for 0.9 acres, m/1 of Pueblo Lot 1311 at San Diego, California the United States of America elects to renew and extend for one fiscal year from and after July 1, 1943 and by these presents does extend and renew for such term the said Lease No. W 7034-qm-133, 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, 1943 and ending June 30, 1944.

THE UNITED STATES OF AMERICA
By J. R. MERGET, Captain Corps of Engineers,
Contracting Officer

Receipt of the above notice is acknowledged this _____ day of _____, 19____
THE CITY OF SAN DIEGO Lessor

By WALTER W. COOPER
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with The United States of America for land in Pueblo Lot 1311; being Document No. 343192.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patton 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 CENTURY INDEMNITY 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 SEVENTY-ONE DOLLARS (\$371.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of April, 1943.

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.

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY Vice Pres.

Principal

(SEAL)

ATTEST: J. A. CANNON

Secretary

THE CENTURY INDEMNITY COMPANY

By F. S. BOWERS Attorney-in-Fact

Surety.

(SEAL)

ATTEST: _____

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 14th day of April, 1943, before me, F. Harry LeBarron a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. S. Bowers known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

F. HARRY LeBARRON

(SEAL)

My Commission expires Jan. 14, 1945.

Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing Undertaking this 28th day of April, 1943.

CLARENCE J. NOVOTNY City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 78043 passed and adopted on the 6th day of April, 1943, require and fix the sum of \$371.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego

By AUGUST M. WADSTROM,

Deputy

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 2

THIS AGREEMENT, made and entered into this 4th day of May, 1943, 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, 1943, to-wit, to and including March 15, 1944.

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 24, 1942, 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 Four Hundred Eighty-three and 20/100 Dollars (\$1,483.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 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 Four Hundred Eighty-three and 20/100 Dollars (\$1,483.20) 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 Four Hundred Eighty-three and 20/100 (\$1,483.20).

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. W. CANNON

Secretary

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice Pres.

THE CITY OF SAN DIEGO.

By FRED W. SIMPSON

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

HARLEY E. KNOX

CHARLES C. DAIL

WALTER W. AUSTIN

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 28th day of April, 1943.

CLARENCE J. NOVOTNY 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 Gas & Electric Company for University Avenue Lighting District No. 2; being Document No. 343196.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm 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 CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two Hundred Twenty-five Dollars (\$225.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of April, 1943.

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. 77789, adopted by the Council January 5, 1943, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Gas & Electric Company or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY Vice Pres.

Principal

(SEAL)

ATTEST: J. W. CANNON

Secretary

THE CENTURY INDEMNITY COMPANY

By F. S. BOWERS Attorney-in-Fact

Surety

ATTEST: _____

STATE OF CALIFORNIA,)

County of San Diego,)

ss

On this 14th day of April, 1943, before me, F. Harry LeBarron a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. S. Bowers known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

F. HARRY LE BARRON

(SEAL)

My Commission expires Jan. 14, 1945

Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing Undertaking this 28th day of April, 1943.

CLARENCE J. NOVOTNY City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 78042 passed and adopted on the 6th day of April, 1943, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego

By AUGUST M. WADSTROM

Deputy

CONTRACT FOR STREET LIGHTING

Talmadge Park Lighting District No. 4

THIS AGREEMENT, made and entered into this 4th day of May, 1943, 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;

49th STREET, between the south line of Talmadge Park Estates and Adams Avenue;

MIRACLE DRIVE, for its entire length; and

LORRAINE DRIVE, for its entire length.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1943, to-wit, to and including March 31, 1944.

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 14, 1943 in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Talmadge Park Lighting District No. 4 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60) shall be paid out of any other fund than said special fund designated as "Talmadge Park Lighting District No. 4 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance, an assessment has been levied for said sum of Eight Hundred Ninety-seven and 60/100 Dollars (\$897.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

ATTEST: J. A. CANNON

Secretary

SAN DIEGO GAS & ELECTRIC COMPANY. (SEAL)

By A. E. HOLLOWAY

Vice Pres.

THE CITY OF SAN DIEGO

By FRED W. SIMPSON

H. De. GRAFF AUSTIN

PAUL J. HARTLEY

HARLEY E. KNOX

CHARLES C. DAIL

WALTER W. AUSTIN

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 28th day of April, 1943.

CLARENCE J. NOVOTNY 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 Gas & Electric Company for Talmadge Park Lighting District No. 4; being Document No. 343197.

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 in duplicate, this 28th day of April, 1943, by and between WALTER S. BEEMER, and MINNIE E. BEEMER, husband and wife, parties of the first part, hereinafter called the "Lessor", and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter called the "Lessee", WITNESSETH:

WHEREAS, said Lessor is the owner of those certain premises known and designated as 32 - 25th Street, in the City of San Diego, County of San Diego, State of California, and said Lessee is desirous of leasing from said Lessor said premises to be used and occupied by the Lessee as an indoor recreation center, Now, Therefore:

Said Lessor does hereby demise and let unto the said Lessee, and said Lessee does hereby rent and take from said Lessor all of the building and premises located, known and designated as hereinabove stated, to have and to hold the said premises for the period of one (1) year, commencing on the 1st day of May, 1943, to and including the 30th day of April 1944 at a rental of Fifty Dollars (\$50.00) per month, payable in advance on the first day of each and every month during said term.

It is further understood and agreed that, unless this lease shall be terminated prior to the expiration of the term stated herein, as hereinafter provided, said Lessee shall have the option to lease said premises for an additional period of one (1) year upon the same terms and conditions and for the same purposes as herein set forth.

It is further understood and agreed that the Lessee will pay for all gas, electricity and water used upon said premises by said City and will not permit any liens or encumbrances of any nature to become attached to the premises as the result of its failure to pay and liquidate any and all bills contracted by the Lessee.

It is further understood and agreed that said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purpose other than for an indoor recreation center and activities connected therewith and incidental thereto without the written consent of the Lessor first obtained; and if so assigned, let or underlet, used or permitted to be used, without such written consent the Lessor may re-enter and relet the premises, and this lease, by such unauthorized act, shall become void if the lessor shall so determine and elect.

It is further understood and agreed that the Lessee shall be permitted to remove from said premises, upon the termination of this lease, all fixtures, equipment and other property placed therein or thereon 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.

If the building or above described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable and are not rendered tenantable by the Lessor within ninety (90) days from the date of injury, this lease may be terminated by either party. In case the premises are so damaged as not to require a termination of this lease as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; provided, however, that in no event shall the Lessor be required to repair damage to fixtures, equipment and other property placed therein or thereon by the Lessee and removable by said Lessee as herein provided.

The Lessee shall not keep or permit to be kept by anyone on the demised premises any article which the insurance companies may deem extra hazardous or which increases the rate of insurance upon said premises.

This lease shall be subject to termination at the option of the Lessor or the Lessee. Notice of intention to exercise such option of termination shall be given (60) days prior to the date of termination, by registered mail addressed to the Lessor or to the Lessee, or the duly authorized agent or agents of the Lessee, as the case may be. Said sixty-day period shall be computed from the date of mailing such notice.

Time is of the essence of this lease and unless the conditions to be performed on the part of the Lessee are kept and performed in the manner and at the times herein provided, the said Lessor may terminate this lease and repossess said premises. Upon the performance of the conditions as herein provided by the Lessee, it shall have the quiet and peaceable possession of said premises.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed _____ name and The City of San Diego has caused this lease to be executed on its behalf by the City Manager as and for the act of said City, pursuant to Resolution No. 78105 authorizing such execution, the day and year first hereinabove written.

WALTER S. BEEMER
MINNIE E. BEEMER

THE CITY OF SAN DIEGO, (SEAL)
By WALTER W. COOPER City Manager

ATTEST: FRED W. SICK
City Clerk
STATE OF CALIFORNIA,)
County of San Diego.) ss

On this 28 day of April, 1943, before me, E. H. Brooks, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Walter S. Beemer and Minnie E. Beemer, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in said County and State, the day and year in this certificate first above written.

(SEAL)

Notary Public in and for said County and State

I HEREBY APPROVE the form and legality of the foregoing Lease this 1st day of May, 1943.

CLARENCE J. NOVOTNY 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 Walter S. and Minnie E. Beemer; being Document No. 343230.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten 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 3rd day of May, 1943, 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 JESSE JONES, JR., Ramona, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

<u>Collection day</u>	<u>District or Area of Collection</u>
Monday.....	Norma Drive to Dawson Street, including both sides of the street; from the north side of Monroe Street to Mission Valley; from the west side of 54th Street to the east side of College Way; from the south side of Meade Avenue to said Valley.
Tuesday.....	From the east side of Utah Street to the west side of Felton Street; from the north side of El Cajon Avenue to the north side of Adams Avenue; from the east side of Utah Street to the east side of Kenmore Terrace; from Adams Avenue to said Valley.
Wednesday.....	From the south side of Lincoln Avenue to Mission Valley; from the west side (Non-combustibles) of Park Boulevard to the canyons on the west.
Thursday.....	From the north side of Hawthorne Street to the south side of Laurel Street; (Non-combustibles) from the south side of Sixth Avenue to San Diego Bay; from the north side of Laurel Street to the south side of Redwood Street; from the west side of Sixth Avenue to the canyons on the west.
Friday.....	From the west side of 13th Street to the west side of 17th Street; from the north side of Russ Boulevard to the south side of Imperial Avenue; all the streets running east and west from the east line of 12th Avenue to the west line of 17th Street; also the San Diego High School.

The contractor shall deliver all non-combustible rubbish to the reduction works owned by Charles M. Davis at National City, Calif.

The period of this contract shall extend six (6) months from the date hereof, to-wit: November 3, 1943.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor or 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 or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$ 5.00
Truck Drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand Fifty Dollars (\$1050.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 78142 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

JESSE JONES JR.
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 30th day of April, 1943.

CLARENCE J. NOVOTNY,
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 Jesse Jones Jr. for collecting combustible City refuse; being Document No. 343239.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tamm 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 3rd day of May, 1943, 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 JESSE JONES, JR., Ramona, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all non-combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday.....	From the west side of Fairmount Avenue to the west side of Euclid Avenue; from the south side of University Avenue to the canyon rims.
Tuesday....	From the north line of Ft. Rosecrans to the south side of Oliphant Street; from the west side of Catalina Street to San Diego Bay.
Wednesday..	From the north side of West Point Loma Boulevard to the north side of Newport Avenue; from Catalina Street to the Pacific Ocean.
Thursday...	From the north side of Oliphant Street to the north side of Lytton Street; from the west side of Chatsworth Boulevard to the east side of Rosecrans Street; from the south side of Elliott Street to the north side of Lytton Street; from the west side of Poinsettia Drive to the east side of Chatsworth Boulevard; all of Plumbosa Park.
Friday.....	From the south side of Newport Avenue to the south side of Ladera Street; from the west side of Santa Barbara Street to the Pacific Ocean; from the west side of Wells Street to the east side of Chatsworth Boulevard; from the north side of Elliott Street to the south side of Voltaire Street; from the south side of Voltaire Street to the junction of Catalina Street and Chatsworth Boulevard; all lying between Catalina Street and Chatsworth Boulevard.

The contractor shall deliver all non-combustible rubbish to the reduction works owned by Charles M. Davis at National City, Calif.

The period of this contract shall extend six (6) months from the date hereof, to-wit: November 3, 1943.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor or 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 or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours</u>
Teamsters.....	\$ 5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand Fifty Dollars (\$1050.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 78142 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

JESSE JONES JR.
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 30th day of April, 1943.

CLARENCE J. NOVOTNY, 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 Jesse Jones Jr. for collecting non-combustible City refuse; being Document No. 343240.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

LE A S E

THIS INDENTURE OF LEASE, made and entered into this 6 day of May, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, lessor, and VINCENT PETRASICH, an individual, doing business under the firm name and style of STAR FISHERIES OF SAN DIEGO, hereinafter designated as the lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the City's building, designated as "San Diego Seafood Mart" (the same now being under construction), located on West Harbor Drive, in said City, being that certain ground floor storeroom therein designated as No. 955, West Harbor Drive, and containing approximately 3480 square feet of area.

Said leased premises are shown upon Harbor Department Drawing No. 170B, dated April 6, 1943, marked "Exhibit A," and attached to this lease and made a part hereof.

In addition to said leased premises the lessee shall have the right to use, in connection with the business to be carried on therein, the market yard as shown upon said

Exhibit A; provided, however, that such use shall not be exclusive, but shall be in common with the use thereof by other tenants of the building; and the lessee shall not at any time use said market yard in such a way as to interfere with the use and enjoyment thereof by any other tenant or tenants of the building. The lessee shall also be permitted to make reasonable use, in common with others, of the City's seafood mart pier shown on said Exhibit A.

TO HAVE AND TO HOLD the said premises and each and every part thereof for a period of ten (10) years, beginning on the date that the City shall in writing notify the lessee that said premises are ready for occupancy, which said date is estimated to be approximately June 15th, 1943, and ending ten (10) years thereafter, unless sooner terminated as herein provided, at the following rentals:

One hundred twenty-five Dollars (\$125.00) per month, payable in advance on the first day of each and every month for the first five (5) years of said term. The rental for the second five-year period of said term shall be adjusted and fixed by the Harbor Commission of said City at the beginning thereof, and shall not be less than One hundred twenty-five Dollars (\$125.00) nor more than One hundred seventy-five Dollars (\$175.00) per month.

The lessee in accepting this lease expressly acknowledges the right of the Harbor Commission of said City to readjust or increase the rental of said premises for the second five-year period of said term, and for the extended term or terms, as herein provided.

At the expiration of said ten-year term, if this lease shall not theretofore have been terminated or cancelled, and the lessee shall not be in default in any of the terms or conditions herein contained, the lessee shall have the right and option to an extension of this lease for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission when and if said option shall be exercised by the lessee.

If the term of this lease shall be extended, as provided for in the immediately preceding paragraph, the lessee shall, at the expiration of such extended term, if the lessee be not in default as to any of the terms or conditions of this lease, have the further option to have the term of this lease further extended for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission at the time of the exercise of such option by the lessee.

As a condition of the right to exercise said options for an extension of the term of this lease, the lessee shall notify in writing the Harbor Commission of intention so to do not less than ninety (90) days prior to the expiration of the original term of this lease, or the extended term thereof. Failure to give such notice shall relieve the City from any obligation to extend such 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, his legal representatives and assigns, hereby covenant and agree to and with the lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the lessee have the right to sublet the leased premises or any part thereof without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

(2) It is understood and agreed that the lessee accepts the premises in the condition that the same will be at the time of the beginning of the term of this lease, as hereinabove provided. In this connection it is further understood and agreed that the City will complete the exterior of said building, and also complete the interior of said storeroom to the extent of installing suitable partitions, concrete floor, sewer and water pipes. The lessee, however, shall install, without cost to the City, such refrigeration equipment, trade fixtures and plumbing as the lessee may require.

(3) It is further understood and agreed that the City shall not be required or obligated to make any repairs, alterations or improvements of any character whatsoever thereto or thereon, except that the City will keep the exterior of said building in a reasonably good state of repair during the term of this lease.

(4) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the lessor, become null and void.

(5) That the lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(6) That in case of a violation by the lessee of any of the terms or conditions of this lease, the lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for his account.

(7) That the lessee shall pay for all water, electric current and gas used upon said premises.

(8) That said premises are to be used by the lessee only for the purpose of conducting and carrying on the business of dealing in fish and fish products, including the serving of seafood cocktails and other seafoods for consumption on the premises.

(9) Reference is hereby made to all laws as they now exist, and as they may be hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein, and the lessee does hereby expressly covenant that he will in all respects abide by all such laws; and will in the use and occupancy of said leased premises and in all business conducted therein strictly comply with and abide by all federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(10) That the lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

(11) Upon the termination or cancellation of this lease, the lessee, upon the payment of all rentals accrued and unpaid hereunder, shall have the right to remove such refrigeration equipment, trade fixtures and plumbing as the lessee may have installed in or upon the leased premises.

(12) In the event the leased premises are destroyed or damaged by fire, earthquake or other cause, so that the same may not be repaired or restored within ninety (90) days after date of such damage or destruction, the lessor may at its option restore or repair the same or cancel this lease upon written notice to the lessee served within thirty (30) days from the date said damage or destruction occurred; provided, however, that the lessee shall be relieved from the obligation to pay rent for such period of time as the leased premises are unfit for occupancy by reason of the damage or destruction thereof, as hereinabove stated; provided, further, that in event the leased premises damaged or destroyed as aforesaid cannot be or are not repaired or restored by the lessor within six months, the lessee shall have the option to cancel this lease and be relieved of all obligations hereunder, save and except the obligation to pay any rental accrued and unpaid at the time of such damage or destruction.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Lessor

By R. H. VAN DEMAN
EMIL KLIKA
WM. E. HARPER
Members of the Harbor Commission of
The City of San Diego

VINCENT PETRASICH

Lessee

Doing business under the firm name
and style of STAR FISHERIES OF
SAN DIEGO

I hereby approve the form and legality of the foregoing Lease this 7th day of May, 1943.

J. F. DU PAUL 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 Star Fisheries for portion of San Diego Seafood Mart; being Document No. 343309.

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 6 day of May, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, lessor, and SAN DIEGO FISH COMPANY, a co-partnership, comprising Fred V. Conniff, J. J. Camillo, and Anthony S. Chiappe hereinafter designated as the lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the City's building, designated as "San Diego Seafood Mart" (the same now being under construction), located on West Harbor Drive, in said City, being that certain ground floor storeroom therein designated as No. 915 West Harbor Drive, and containing approximately 3840 square feet of area.

Said leased premises are shown upon Harbor Department Drawing No. 170B, dated April 6, 1943, marked "Exhibit A," and attached to this lease and made a part hereof.

In addition to said leased premises the lessee shall have the right to use, in connection with the business to be carried on therein, the market yard as shown upon said Exhibit A; provided, however, that such use shall not be exclusive, but shall be in common with the use thereof by other tenants of the building; and the lessee shall not at any time use said market yard in such a way as to interfere with the use and enjoyment thereof by any other tenant or tenants of the building. The lessee shall also be permitted to make reasonable use, in common with others, of the City's seafood mart pier shown on said Exhibit A.

TO HAVE AND TO HOLD the said premises and each and every part thereof for a period of ten (10) years, beginning on the date that the City shall in writing notify the lessee that said premises are ready for occupancy, which said date is estimated to be approximately June 15th, 1943, and ending ten (10) years thereafter, unless sooner terminated as herein provided, at the following rentals: One hundred twenty-five Dollars (\$125.00) per month, payable in advance on the first day of each and every month for the first five (5) years of said term. The rental for the second five-year period of said term shall be adjusted and fixed by the Harbor Commission of said City at the beginning thereof, and shall not be less than One hundred twenty-five Dollars (\$125.00) nor more than One hundred fifty Dollars (\$150.00) per month.

The lessee in accepting this lease expressly acknowledges the right of the Harbor Commission of said City to readjust or increase the rental of said premises for the second five-year period of said term, and for the extended term or terms, as herein provided.

At the expiration of said ten-year term, if this lease shall not theretofore have been terminated or cancelled, and the lessee shall not be in default in any of the terms or conditions herein contained, the lessee shall have the right and option to an extension of this lease for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission when and if said option shall be exercised by the lessee.

If the term of this lease shall be extended, as provided for in the immediately preceding paragraph, the lessee shall, at the expiration of such extended term, if the lessee be not in default as to any of the terms or conditions of this lease, have the further option to have the term of this lease further extended for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission at the time of the exercise of such option by the lessee.

As a condition of the right to exercise said options for an extension of the term of this lease, the lessee shall notify in writing the Harbor Commission of intention so to do not less than ninety (90) days prior to the expiration of the original term of this lease, or the extended term thereof. Failure to give such notice shall relieve the City from any obligation to extend such 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 legal representatives and assigns, hereby covenant and agree to and with the lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the lessee have the right to sublet the leased premises or any part thereof without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

(2) It is understood and agreed that the lessee accepts the premises in the condition that the same will be at the time of the beginning of the term of this lease, as hereinabove provided. In this connection it is further understood and agreed that the City will complete the exterior of said building, and also complete the interior of said storeroom to the extent of installing suitable partitions, concrete floor, sewer and water pipes. The lessee, however, shall install, without cost to the City, such refrigeration equipment, trade fixtures and plumbing as the lessee may require.

(3) It is further understood and agreed that the City shall not be required or obligated to make any repairs, alterations or improvements of any character whatsoever thereto or thereon, except that the City will keep the exterior of said building in a reasonably good state of repair during the term of this lease.

(4) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the lessor, become null and void.

(5) That the lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(6) That in case of a violation by the lessee of any of the terms or conditions of this lease, the lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

(7) That the lessee shall pay for all water, electric current and gas used upon said premises.

(8) That said premises are to be used by the lessee only for the purpose of conducting and carrying on the business of dealing in fish and fish products, including the serving of seafood cocktails and other seafoods for consumption on the premises.

(9) Reference is hereby made to all laws as they now exist, and as they may be hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein, and the lessee does hereby expressly covenant that it will in all respects abide by all such laws; and will in the use and occupancy of said leased premises and in all business conducted therein strictly comply with and abide by all federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(10) That the lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

(11) Upon the termination or cancellation of this lease, the lessee, upon the payment of all rentals accrued and unpaid hereunder, shall have the right to remove such refrigeration equipment, trade fixtures and plumbing as the lessee may have installed in or upon the leased premises.

(12) In the event the leased premises are destroyed or damaged by fire, earthquake or other cause, so that the same may not be repaired or restored within ninety (90) days after date of such damage or destruction, the lessor may at its option restore or repair the same or cancel this lease upon written notice to the lessee served within thirty (30) days from the date said damage or destruction occurred; provided, however, that the lessee shall be relieved from the obligation to pay rent for such period of time as the leased premises are unfit for occupancy by reason of the damage or destruction thereof, as hereinabove stated; provided, further, that in event the leased premises damaged or destroyed as aforesaid cannot be or are not repaired or restored by the lessor within six months, the lessee shall have the option to cancel this lease and be relieved of all obligations hereunder, save and except the obligation to pay any rental accrued and unpaid at the time of such damage or destruction.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessees have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor
By R. H. VAN DEMAN
EMIL KLICKA
WM. E. HARPER
Members of the Harbor Commission
of The City of San Diego
FRED V. CONNIFF
J. J. CAMILLO
ANTHONY S. CHIAPPE
Co-partners, doing business under the
firm name and style of
SAN DIEGO FISH COMPANY
Lessee

I hereby approve the form and legality of the foregoing Lease this 7th day of May, 1943.
J. F. DU PAUL 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 San Diego Fish Company for portion of San Diego Seafood Mart; being Document No. 343310.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tuten Deputy

LE A S E

THIS INDENTURE OF LEASE, made and entered into this 6 day of May, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, lessor, and J. J. CAMILLO, an individual, doing business under the firm name and style of J. J. CAMILLO BROKERAGE COMPANY, hereinafter designated as the lessee, WITNESSETH:

That the City, lessor, as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the City's building, designated as "San Diego Seafood Mart" (the same now being under construction), located on West Harbor Drive, in said City, being that certain ground floor storeroom therein designated as No. 935 West Harbor Drive, and containing approximately 3840 square feet of area.

Said leased premises are shown upon Harbor Department Drawing No. 170B, dated April 6, 1943, marked "Exhibit A," and attached to this lease and made a part hereof.

In addition to said leased premises the lessee shall have the right to use, in connection with the business to be carried on therein, the market yard as shown upon said Exhibit A; provided, however, that such use shall not be exclusive, but shall be in common with the use thereof by other tenants of the building; and the lessee shall not at any time use said market yard in such a way as to interfere with the use and enjoyment thereof by any other tenant or tenants of the building. The lessee shall also be permitted to make

reasonable use, in common with others, of the City's seafood mart pier shown on said Exhibit A.

TO HAVE AND TO HOLD the said premises and each and every part thereof for a period of ten (10) years, beginning on the date that the City shall in writing notify the lessee that said premises are ready for occupancy, which said date is estimated to be approximately June 15th, 1943, and ending ten (10) years thereafter, unless sooner terminated as herein provided, at the following rentals:

One hundred twenty-five Dollars (\$125.00) per month, payable in advance on the first day of each and every month for the first five (5) years of said term. The rental for the second five-year period of said term shall be adjusted and fixed by the Harbor Commission of said City at the beginning thereof, and shall not be less than One hundred twenty-five Dollars (\$125.00) nor more than One hundred fifty Dollars (\$150.00) per month.

The lessee in accepting this lease expressly acknowledges the right of the Harbor Commission of said City to readjust or increase the rental of said premises for the second five-year period of said term, and for the extended term or terms, as herein provided.

At the expiration of said ten-year term, if this lease shall not theretofore have been terminated or cancelled, and the lessee shall not be in default in any of the terms or conditions herein contained, the lessee shall have the right and option to an extension of this lease for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission when and if said option shall be exercised by the lessee.

If the term of this lease shall be extended, as provided for in the immediately preceding paragraph, the lessee shall, at the expiration of such extended term, if the lessee be not in default as to any of the terms or conditions of this lease, have the further option to have the term of this lease further extended for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission at the time of the exercise of such option by the lessee.

As a condition of the right to exercise said options for an extension of the term of this lease, the lessee shall notify in writing the Harbor Commission of intention so to do not less than ninety (90) days prior to the expiration of the original term of this lease, or the extended term thereof. Failure to give such notice shall relieve the City from any obligation to extend such 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, his legal representatives and assigns, hereby covenant and agree to and with the lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the lessee have the right to sublet the leased premises or any part thereof without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

(2) It is understood and agreed that the lessee accepts the premises in the condition that the same will be at the time of the beginning of the term of this lease, as hereinabove provided. In this connection it is further understood and agreed that the City will complete the exterior of said building, and also complete the interior of said storeroom to the extent of installing suitable partitions, concrete floor, sewer and water pipes. The lessee, however, shall install, without cost to the City, such refrigeration equipment, trade fixtures and plumbing as the lessee may require.

(3) It is further understood and agreed that the City shall not be required or obligated to make any repairs, alterations or improvements of any character whatsoever thereto or thereon, except that the City will keep the exterior of said building in a reasonably good state of repair during the term of this lease.

(4) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the lessor, become null and void.

(5) That the lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(6) That in case of a violation by the lessee of any of the terms or conditions of this lease, the lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for his account.

(7) That the lessee shall pay for all water, electric current and gas used upon said premises.

(8) That said premises are to be used by the lessee only for the purpose of conducting and carrying on the business of dealing in fish and fish products, including the serving of seafood cocktails and other seafoods for consumption on the premises.

(9) Reference is hereby made to all laws as they now exist, and as they may be hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein, and the lessee does hereby expressly covenant that he will in all respects abide by all such laws; and will in the use and occupancy of said leased premises and in all business conducted therein strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(10) That the lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

(11) Upon the termination or cancellation of this lease, the lessee, upon the payment of all rentals accrued and unpaid hereunder, shall have the right to remove such refrigeration equipment, trade fixtures and plumbing as the lessee may have installed in or upon the leased premises.

(12) In the event the leased premises are destroyed or damaged by fire, earthquake or other cause, so that the same may not be repaired or restored within ninety (90) days after date of such damage or destruction, the lessor may at its option restore or repair the same or cancel this lease upon written notice to the lessee served within thirty (30) days from the date said damage or destruction occurred; provided, however, that the lessee shall be relieved from the obligation to pay rent for such period of time as the leased premises are unfit for occupancy by reason of the damage or destruction thereof, as hereinabove stated; provided, further, that in event the leased premises damaged or destroyed as aforesaid cannot be or are not repaired or restored by the lessor within six months, the lessee shall have the option to cancel this lease and be relieved of all obligations hereunder, save and except the obligation to pay any rental accrued and unpaid at the time of such damage or destruction.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO

Lessor

By R. H. VAN DEMAN

EMIL KLIKA

WM. E. HARPER

Members of the Harbor Commission
of The City of San Diego

J. J. CAMILLO

Lessee

Doing business under the firm name and
style of

J. J. CAMILLO BROKERAGE COMPANY

I hereby approve the form and legality of the foregoing Lease this 7th day of
May, 1943.

J. F. DuPAUL 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 J. J. Camillo for portion of San Diego Seafood Mart; being Document No. 343311.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

A G R E E M E N T

Regarding construction of addition to living quarters

STATE OF CALIFORNIA
County of San Diego
City of San Diego

} ss

Byron G. Lynch and Patricia Ann Lynch, after being first duly sworn, each for him-
self deposes and says;

That we are the owners of the hereinafter described real property; Lots Thirty-one
(31) and Thirty-two (32) Block Eighty-two (82) Subdivision University Heights, located at
4428 Maryland Street;

That we desire to convert an existing garage on the above described property into
living quarters with an 18 inch sideyard and have applied for a zone variance under Petition
1715, dated April 2, 1943;

That we, in consideration of approval granted by the City of San Diego to use the
garage as living quarters under Resolution of the Zoning Committee No. 260, dated April 8,
1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corpora-
tion, that six months after the termination of the present war between the United States
of America and any country, we will then cause said building to be vacated and no longer
used as living quarters;

That this agreement shall run with the land and be part of a general plan for the
protection and benefit of all parties concerned, and that if the property should hereafter
be conveyed to any other person, firm or corporation that the instrument by means of which
title or any interest in or to said real property, or any parcel thereof, is conveyed will
contain a restriction limiting the use of the part or parcel so conveyed, or in the event of
the conveyance of the whole of said property hereinbefore described, then to use the whole
of said property in keeping with this agreement.

BYRON G. LYNCH
4428 Maryland

PATRICIA ANN LYNCH
4428 Maryland St.

On this 20 day of April A.D. Nineteen Hundred and 43, before me, John Waller, a
Notary Public in and for said County, residing therein, duly commissioned and sworn, per-
sonally appeared Byron Lynch & Patricia Lynch 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 20 April 1943 County of San Diego, State of California, the day and year in
this certificate first above written.

JOHN WALLER

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission Expires June 1, 1943

RECORDED MAY 7 1943 20 min. past 9 A.M. in Book 1484 at page 481 of Official Records
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
H. KNIGHT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement from Byron G. and Patricia Ann Lynch regarding construction of addition to living
quarters at 4428 Maryland Street; being Document No. 343101.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

A G R E E M E N T

WHEREAS, The City of San Diego desires to widen and straighten the natural waterway
and channel of the Chollas Creek in the City of San Diego, County of San Diego, State of
California; and

WHEREAS, the clearing of grass, weeds and rubbish from said waterway and channel
will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, I, Howard M. Strock, an unmarried man, in consideration of the
premises do hereby grant, allow and permit the right to the said City of San Diego to enter
upon that certain property bordering upon said waterway and channel, situate in said City
of San Diego, County of San Diego, State of California, described as follows:

Lots 1, 2, 3, 8, 9, 10, 11 and 12 in Block eight (8) of Wetmore & Sanborn's Addi-
tion to San Diego, according to the Map there of No. 276 filed for record in the office of
the Recorder of said County of San Diego, for the purpose of removing grass, weeds and rub-
bish and excavating the bottom thereof where necessary to improve flood control conditions
in the location shown on Drawing No. 5647-L filed in the office of the City Engineer of the

City of San Diego, County of San Diego and State of California, and in consideration afore-said do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated. WITNESS my hand this 24th day of April, 1943.

Howard M. Strock
Jesse B. Burgster
Witness to the signature of Howard M. Strock:
STATE OF CALIFORNIA } ss
County of San Diego }

On this 24th day of April, 1943, before the undersigned, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Jesse B. Burgster, personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who being by me duly sworn deposes and says:

That he resides in said County of San Diego, State of California; that he was present and saw Howard M. Strock, personally known by him to be the same person described in and whose name is subscribed to the within and annexed instrument as party thereto sign, execute and deliver the same and that he, the affiant, then and there subscribed his name to the within instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. H. Brooks
E. H. Brooks, Notary Public, in and for the County of San Diego, State of California
(SEAL)
My Commission expires July 5, 1945

RECORDED MAY 7, 1943 20 min. past 9 A.M. in Book 1484 at page 478 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

Roger N. Howe, County Recorder
By Deputy D. Cole

I certify that I have correctly transcribed this document in above mentioned book. H. Knight

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Howard M. Strock for excavating Chollas Creek Channel; being Document No. 343184.

Fred W. Sick
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy

AGREEMENT

WHEREAS, The City of San Diego desires to widen and straighten the natural waterway and channel of the Chollas Creek in the City of San Diego, County of San Diego, State of California; and

WHEREAS, the clearing of grass, weeds and rubbish from said waterway and channel will be of benefit to the lands adjoining and adjacent thereto,

NOW, THEREFORE, I, Bernice Borden in consideration of the premises do hereby grant, allow and permit the right to the said City of San Diego to enter upon that certain property bordering upon said waterway and channel situate in said City of San Diego, County of San Diego, State of California, described as follows:

Lots 1, 2, 3, 10, 11, 12 in Block 9, Wetmore & Sanborn's Addition, according to map No. 276 on file in the office of the Recorder of said County and State, for the purpose of removing grass, weeds and rubbish and excavating the bottom thereof where necessary to improve flood control conditions in the location shown on Drawing No. 5647L filed in the office of the City Engineer of The City of San Diego, in said County and State, and in consideration aforesaid I do hereby waive all claim against said City for compensation for any and all damages arising from or caused by reason of the work performed on the said waterway and channel for the purposes hereinbefore set forth.

IT IS FURTHER UNDERSTOOD AND AGREED that neither the undersigned nor the property herein described shall be charged for any cost of the work to be done as herein contemplated. WITNESS my hand this 5th day of December, 1938.

Bernice Borden
By Clyde M. Richards (Agent)
By Loretta Richards Her Attorney-in-fact
Witness to the signature of Bernice Borden by Loretta Richards, her attorney-in-fact.
Jesse B. Burgster

STATE OF CALIFORNIA, } ss
County of San Diego, }

On this 26th day of April, 1943, before me, E. H. Brooks, a Notary Public in and for the said County of San Diego, personally appeared Jesse B. Burgster, personally known by me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, who, being by me duly sworn, deposed and said that he resides in said County of San Diego, that he was present and saw Loretta Richards, personally known by him to be the same person described in and whose name is subscribed to the within instrument as Attorney-in-fact of Bernice Borden, thereto sign and execute the same in the name of Bernice Borden as principal and her own name as Attorney-in-fact, and that he, the affiant, then and there subscribed his name to the within instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

E. H. Brooks
Notary Public in and for the County of San Diego, State of California
(SEAL)

RECORDED MAY 7, 1943 20 min. past 9 A.M. in Book 1491 at page 312 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. Fuertth

Copyist 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 Bernice Borden for excavating and clearing Chollas Creek channel; being

Document No. 343186.

FRED W. SICK
City Clerk of the City of San Diego, CaliforniaBy Francis T. Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Edgar A. Luce is the owner of Lot D, Block 26, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of April, 1943, by Edgar A. Luce that I will, for and in consideration of the permission granted to remove 18 feet of curbing on Union Street between G and Market Streets, 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.

And 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.

EDGAR A. LUCE
3543 - 3rd St. San Diego Calif.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 27th day of April, A.D. Nineteen Hundred and Forty-three before me, Eleanor P. Grenolds, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edgar A. Luce known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 5, 1945

ELEANORE P. GRENOLDS
Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 30th day of April, 1943.

CLARENCE J. NOVOTNY City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 7 1943 20 min. past 9 A.M. in Book 1484 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.

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 Removal Agreement from Edgar A. Luce; being Document No. 343227.

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

Regarding use of store building for living quarters

STATE OF CALIFORNIA

County of San Diego

City of San Diego

} ss

HAROLD VON BRIESEN and ALICE VON BRIESEN, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Lots Forty Nine (49) and Fifty (50) Block Two hundred fifty seven (257) Subdivision University Heights, located at 2041 University Avenue;

That we desire to convert a portion of an existing store building located on the above described property into apartments;

That we, in consideration of approval granted by the City of San Diego to use the building as living quarters under Resolution No. 269 of the Zoning Committee, dated April 22, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the termination of the present war between the United States of America and any country, we will then cause said building to be vacated and no longer used as living quarters;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ALICE S. von BRIESEN
2421 Brant Street

HAROLD von BRIESEN
2421 Brant St.

On this 30th day of April A.D. Nineteen Hundred and Forty-three, before me, Sybil I. Corbett, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alice S. von Briesen and Harold von Briesen known to me to be the persons described in and whose name subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires March 1, 1944

SYBIL I. CORBETT
Notary Public in and for the County of San Diego,
State of California

RECORDED MAY 7, 1943 20 min. past 9 A.M. in Book 1484 at page 479 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
H. KNIGHT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Harold and Alice von Briesen for converting store building into apartments at 2041 University Avenue; being Document No. 343258.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 6 day of May, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, lessor, and PEOPLES FISH COMPANY, a co-partnership, comprising Louis C. Strada and John Ghio, hereinafter designated as the lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the City's building, designated as "San Diego Seafood Mart" (the same now being under construction), located on West Harbor Drive, in said City, being that certain ground floor storeroom therein designated as No. 905 West Harbor Drive, and containing approximately 3840 square feet of area.

Said leased premises are shown upon Harbor Department Drawing No. 170B, dated April 6, 1943, marked "Exhibit A," and attached to this lease and made a part hereof.

In addition to said leased premises the lessee shall have the right to use, in connection with the business to be carried on therein, the market yard as shown upon said Exhibit A; provided, however, that such use shall not be exclusive, but shall be in common with the use thereof by other tenants of the building; and the lessee shall not at any time use said market yard in such a way as to interfere with the use and enjoyment thereof by any other tenant or tenants of the building. The lessee shall also be permitted to make reasonable use, in common with others, of the City's seafood mart pier shown on said Exhibit A.

TO HAVE AND TO HOLD the said premises and each and every part thereof for a period of ten (10) years, beginning on the date that the City shall in writing notify the lessee that said premises are ready for occupancy, which said date is estimated to be approximately June 15th, 1943, and ending ten (10) years thereafter, unless sooner terminated as herein provided, at the following rentals: One hundred fifty Dollars (\$150.00) per month, payable in advance on the first day of each and every month for the first five (5) years of said term. The rental for the second five-year period of said term shall be adjusted and fixed by the Harbor Commission of said City at the beginning thereof, and shall not be less than One hundred fifty Dollars (\$150.00) nor more than Two hundred Dollars (\$200.00) per month.

The lessee in accepting this lease expressly acknowledges the right of the Harbor Commission of said City to readjust or increase the rental of said premises for the second five-year period of said term, and for the extended term or terms, as herein provided.

At the expiration of said ten-year term, if this lease shall not theretofore have been terminated or cancelled, and the lessee shall not be in default in any of the terms or conditions herein contained, the lessee shall have the right and option to an extension of this lease for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission when and if said option shall be exercised by the lessee.

If the term of this lease shall be extended, as provided for in the immediately preceding paragraph, the lessee shall, at the expiration of such extended term, if the lessee be not in default as to any of the terms or conditions of this lease, have the further option to have the term of this lease further extended for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission at the time of the exercise of such option by the lessee.

As a condition of the right to exercise said options for an extension of the term of this lease, the lessee shall notify in writing the Harbor Commission of intention so to do not less than ninety (90) days prior to the expiration of the original term of this lease, or the extended term thereof. Failure to give such notice shall relieve the City from any obligation to extend such 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 legal representatives and assigns, hereby covenant and agree to and with the lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the lessee have the right to sublet the leased premises or any part thereof without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

(2) It is understood and agreed that the lessee accepts the premises in the condition that the same will be at the time of the beginning of the term of this lease, as hereinabove provided. In this connection it is further understood and agreed that the City will complete the exterior of said building, and also complete the interior of said storeroom to the extent of installing suitable partitions, concrete floor, sewer and water pipes. The lessee, however, shall install, without cost to the City, such refrigeration equipment, trade fixtures and plumbing as the lessee may require.

(3) It is further understood and agreed that the City shall not be required or obligated to make any repairs, alterations or improvements of any character whatsoever thereto or thereon, except that the City will keep the exterior of said building in a reasonably good state of repair during the term of this lease.

(4) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the lessor, become null and void.

(5) That the lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(6) That in case of a violation by the lessee of any of the terms or conditions of this lease, the lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

(7) That the lessee shall pay for all water, electric current and gas used upon said premises.

(8) That said premises are to be used by the lessee only for the purpose of conducting and carrying on the business of dealing in fish and fish products, including the serving of seafood cocktails and other seafoods for consumption on the premises.

(9) Reference is hereby made to all laws as they now exist, and as they may be hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein, and the lessee does hereby expressly covenant that it will in all respects abide by all such laws; and will in the use and occupancy of said leased premises and in all business conducted therein strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(10) That the lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

(11) Upon the termination or cancellation of this lease, the lessee, upon the payment of all rentals accrued and unpaid hereunder, shall have the right to remove such refrigeration equipment, trade fixtures and plumbing as the lessee may have installed in or upon the leased premises.

(12) In the event the leased premises are destroyed or damaged by fire, earthquake or other cause, so that the same may not be repaired or restored within ninety (90) days after date of such damage or destruction, the lessor may at its option restore or repair the same or cancel this lease upon written notice to the lessee served within thirty (30) days from the date said damage or destruction occurred; provided, however, that the lessee shall be relieved from the obligation to pay rent for such period of time as the leased premises are unfit for occupancy by reason of the damage or destruction thereof, as hereinabove stated; provided, further, that in event the leased premises damaged or destroyed as aforesaid cannot be or are not repaired or restored by the lessor within six months, the lessee shall have the option to cancel this lease and be relieved of all obligations hereunder, save and except the obligation to pay any rental accrued and unpaid at the time of such damage or destruction.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessees have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor
By R. H. VAN DEMAN
EMIL KLICKA
WM. E. HARPER
Members of the Harbor Commission
of The City of San Diego.

LOUIS C. STRADA
JOHN GHIO
Co-partners, doing business under the
firm name and style of
PEOPLES FISH COMPANY

Lessee

I hereby approve the form and legality of the foregoing Lease this 7th day of May, 1943.

J. F. DU PAUL 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 People Fish Company for portion of San Diego Seafood Mart; being Document No. 343312.

FRED W. SICK
City Clerk of the City of San Diego, California

By *Francis T. Taden* Deputy

LE A S E

THIS INDENTURE OF LEASE, made and entered into this 6 day of May, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, lessor, and BREGANTE'S FISH COMPANY, a co-partnership, comprising Anthony Bregante, Fred Bregante and Victor Bregante, hereinafter designated as the lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the City's building, designated as "San Diego Seafood Mart" (the same now being under construction), located on West Harbor Drive, in said City, being that certain ground floor storeroom therein designated as No. 965, West Harbor Drive, and containing approximately 3882 square feet of area.

Said leased premises are shown upon Harbor Department Drawing No. 170B, dated April 6, 1943, marked "Exhibit A," and attached to this lease and made a part hereof.

In addition to said leased premises the lessee shall have the right to use, in connection with the business to be carried on therein, the market yard as shown upon said Exhibit A; provided, however, that such use shall not be exclusive, but shall be in common with the use thereof by other tenants of the building; and the lessee shall not at any time use said market yard in such a way as to interfere with the use and enjoyment thereof by any other tenant or tenants of the building; The lessee shall also be permitted to make reasonable use, in common with others, of the City's seafood mart pier shown on said Exhibit A.

TO HAVE AND TO HOLD the said premises and each and every part thereof for a period of ten (10) years, beginning on the date that the City shall in writing notify the lessee that said premises are ready for occupancy, which said date is estimated to be approximately June 15th, 1943, and ending ten (10) years thereafter, unless sooner terminated as herein provided, at the following rentals: One hundred fifty Dollars (\$150.00) per month, payable in advance on the first day of each and every month for the first five (5) years of said term. The rental for the second five-year period of said term shall be adjusted and fixed by the Harbor Commission of said City at the beginning thereof, and shall not be less than One hundred fifty Dollars (\$150.00) nor more than Two hundred Dollars (\$200.00) per month.

The lessee in accepting this lease expressly acknowledges the right of the Harbor Commission of said City to readjust or increase the rental of said premises for the second five-year period of said term, and for the extended term or terms, as herein provided.

At the expiration of said ten-year term, if this lease shall not theretofore have been terminated or cancelled, and the lessee shall not be in default in any of the terms or conditions herein contained, the lessee shall have the right and option to an extension of this lease for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission when and if said option shall be exercised by the lessee.

If the term of this lease shall be extended, as provided for in the immediately preceding paragraph, the lessee shall, at the expiration of such extended term, if the lessee be not in default as to any of the terms or conditions of this lease, have the further option to have the term of this lease further extended for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission at the time of the exercise of such option by the lessee.

As a condition of the right to exercise said options for an extension of the term of this lease, the lessee shall notify in writing the Harbor Commission of intention so to do not less than ninety (90) days prior to the expiration of the original term of this lease, or the extended term thereof. Failure to give such notice shall relieve the City from any obligation to extend such 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 legal representatives and assigns, hereby covenant and agree to and with the lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the lessee have the right to sublet the leased premises or any part thereof without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

(2) It is understood and agreed that the lessee accepts the premises in the condition that the same will be at the time of the beginning of the term of this lease, as hereinabove provided. In this connection it is further understood and agreed that the City will complete the exterior of said building, and also complete the interior of said store-room to the extent of installing suitable partitions, concrete floor, sewer and water pipes. The lessee, however, shall install, without cost to the City, such refrigeration equipment, trade fixtures and plumbing as the lessee may require.

(3) It is further understood and agreed that the City shall not be required or obligated to make any repairs, alterations or improvements of any character whatsoever thereto or thereon, except that the City will keep the exterior of said building in a reasonably good state of repair during the term of this lease.

(4) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the lessor, become null and void.

(5) That the lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(6) That in case of a violation by the lessee of any of the terms or conditions of this lease, the lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

(7) That the lessee shall pay for all water, electric current and gas used upon said premises.

(8) That said premises are to be used by the lessee only for the purpose of conducting and carrying on the business of dealing in fish and fish products, including the serving of seafood cocktails and other seafoods for consumption on the premises.

(9) Reference is hereby made to all laws as they now exist, and as they may be hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein, and the lessee does hereby expressly covenant that it will in all respects abide by all such laws; and will in the use and occupancy of said leased premises and in all business conducted therein strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(10) That the lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

(11) Upon the termination or cancellation of this lease, the lessee, upon the payment of all rentals accrued and unpaid hereunder, shall have the right to remove such refrigeration equipment, trade fixtures and plumbing as the lessee may have installed in or upon the leased premises.

(12) In the event the leased premises are destroyed or damaged by fire, earthquake or other cause, so that the same may not be repaired or restored within ninety (90) days after date of such damage or destruction, the lessor may at its option restore or repair the same or cancel this lease upon written notice to the lessee served within thirty (30) days from the date said damage or destruction occurred; provided, however, that the lessee shall be relieved from the obligation to pay rent for such period of time as the leased premises are unfit for occupancy by reason of the damage or destruction thereof, as hereinabove stated; provided, further, that in event the leased premises damaged or destroyed as aforesaid cannot be or are not repaired or restored by the lessor within six months, the lessee shall have the option to cancel this lease and be relieved of all obligations hereunder, save and except the obligation to pay any rental accrued and unpaid at the time of such damage or destruction.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessees have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor
By R. H. VAN DEMAN
EMIL KLICKA
WM. E. HARPER
Members of the Harbor Commission
of The City of San Diego
A. BREGANTE
FRED BREGANTE
VICTOR BREGANTE
Doing business under the firm name and
style of
BREGANTE'S FISH COMPANY Lessee

I hereby approve the form and legality of the foregoing Lease this 7th day of May, 1943.

J. F. DU PAUL 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 Bregante's Fish Company for portion of the San Diego Seafood Mart; being Document No. 343313.

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 6 day of May, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, lessor, and UNION FISH COMPANY, a co-partnership, comprising G. A. Bissell, Joseph Busalacchi and A. T. Procopio, hereinafter designated as the lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, that portion of the City's building, designated as "San Diego Seafood Mart" (the same now being under construction), located on West Harbor Drive, in said City, being that certain ground floor storeroom therein designated as No. 925, West Harbor Drive, and containing approximately 3840 square feet of area.

Said leased premises are shown upon Harbor Department Drawing No. 170B, dated April 6, 1943, marked "Exhibit A," and attached to this lease and made a part hereof.

In addition to said leased premises the lessee shall have the right to use, in connection with the business to be carried on therein, the market yard as shown upon said Exhibit A; provided, however, that such use shall not be exclusive, but shall be in common with the use thereof by other tenants of the building; and the lessee shall not at any time use said market yard in such a way as to interfere with the use and enjoyment thereof by any other tenant or tenants of the building. The lessee shall also be permitted to make reasonable use, in common with others, of the City's seafood mart pier shown on said Exhibit A.

TO HAVE AND TO HOLD the said premises and each and every part thereof for a period of ten (10) years, beginning on the date that the City shall in writing notify the lessee that said premises are ready for occupancy, which said date is estimated to be approximately June 15th, 1943, and ending ten (10) years thereafter, unless sooner terminated as herein provided, at the following rentals: One hundred twenty-five Dollars (\$125.00) per month, payable in advance on the first day of each and every month for the first five (5) years of said term. The rental for the second five-year period of said term shall be adjusted and fixed by the Harbor Commission of said City at the beginning thereof, and shall not be less than One hundred twenty-five Dollars (\$125.00) nor more than One hundred fifty Dollars (\$150.00) per month.

The lessee in accepting this lease expressly acknowledges the right of the Harbor Commission of said City to readjust or increase the rental of said premises for the second five-year period of said term, and for the extended term or terms, as herein provided.

At the expiration of said ten-year term, if this lease shall not theretofore have been terminated or cancelled, and the lessee shall not be in default in any of the terms or conditions herein contained, the lessee shall have the right and option to an extension of this lease for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission when and if said option shall be exercised by the lessee.

If the term of this lease shall be extended, as provided for in the immediately preceding paragraph, the lessee shall, at the expiration of such extended term, if the lessee be not in default as to any of the terms or conditions of this lease, have the further option to have the term of this lease further extended for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Commission at the time of the exercise of such option by the lessee.

As a condition of the right to exercise said options for an extension of the term of this lease, the lessee shall notify in writing the Harbor Commission of intention so to do not less than ninety (90) days prior to the expiration of the original term of this lease, or the extended term thereof. Failure to give such notice shall relieve the City from any obligation to extend such 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 legal representatives and assigns, hereby covenant and agree to and with the lessor fully to observe, keep and perform:

(1) That this lease shall not be assignable or transferable, nor shall the lessee have the right to sublet the leased premises or any part thereof without the consent of the Harbor Commission evidenced by resolution duly and regularly passed and adopted.

(2) It is understood and agreed that the lessee accepts the premises in the condition that the same will be at the time of the beginning of the term of this lease, as hereinabove provided. In this connection it is further understood and agreed that the City will complete the exterior of said building, and also complete the interior of said storeroom to the extent of installing suitable partitions, concrete floor, sewer and water pipes. The lessee, however, shall install, without cost to the City, such refrigeration equipment, trade fixtures and plumbing as the lessee may require.

(3) It is further understood and agreed that the City shall not be required or obligated to make any repairs, alterations or improvements of any character whatsoever thereto or thereon, except that the City will keep the exterior of said building in a reasonably good state of repair during the term of this lease.

(4) That if the rent herein reserved shall be due and unpaid for a period of ten (10) days after the same shall become due and payable, this lease shall, at the option of the lessor, become null and void.

(5) That the lessee shall not keep or permit to be kept by any one on the demised premises any article which the insurance companies may deem extra hazardous, or which increases the rate of insurance.

(6) That in case of a violation by the lessee of any of the terms or conditions of this lease, the lessor may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

(7) That the lessee shall pay for all water, electric current and gas used upon said premises.

(8) That said premises are to be used by the lessee only for the purpose of conducting and carrying on the business of dealing in fish and fish products, including the serving of seafood cocktails and other seafoods for consumption on the premises.

(9) Reference is hereby made to all laws as they now exist, and as they may be hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein are made a part of this lease with like effect as though the same were expressly set forth herein, and the lessee does hereby expressly covenant that it will in all respects abide by all such laws; and will in the use and occupancy of said leased premises and in all business conducted therein strictly comply with and abide by all Federal and State laws and municipal ordinances as now existing and as hereafter amended or enacted applicable thereto.

(10) That the lessee shall keep and maintain the demised premises in good repair, and at the termination of this lease surrender the same to the lessor in as good condition as reasonable and proper use thereof will permit, damage by the elements alone excepted.

(11) Upon the termination or cancellation of this lease, the lessee, upon the payment of all rentals accrued and unpaid hereunder, shall have the right to remove such refrigeration equipment, trade fixtures and plumbing as the lessee may have installed in or upon the leased premises.

(12) In the event the leased premises are destroyed or damaged by fire, earthquake or other cause, so that the same may not be repaired or restored within ninety (90) days after date of such damage or destruction, the lessor may at its option restore or repair the same or cancel this lease upon written notice to the lessee served within thirty (30) days from the date said damage or destruction occurred; provided, however, that the lessee shall be relieved from the obligation to pay rent for such period of time as the leased premises are unfit for occupancy by reason of the damage or destruction thereof, as hereinabove stated; provided, further, that in event the leased premises damaged or destroyed as aforesaid cannot be or are not repaired or restored by the lessor within six months, the lessee shall have the option to cancel this lease and be relieved of all obligations hereunder, save and except the obligation to pay any rental accrued and unpaid at the time of such damage or destruction.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessees have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor
By R. H. VAN DEMAN
EMIL KLICKA
WM. E. HARPER
Members of the Harbor Commission
of The City of San Diego

G. A. BISSELL
JOSEPH BUSALACCHI
A. T. PROCOPIO
Co-partners, doing business under
the firm name and style of
UNION FISH COMPANY Lessee

I hereby approve the form and legality of the foregoing Lease this 7th day of May, 1943.

J. F. DU PAUL 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 Union Fish Company for portion of San Diego Seafood Mart; being Document No. 343314.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LE A S E

THIS AGREEMENT, made and entered into this 7th day of May, 1943, 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 BEN GARBANI, hereinafter called the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said Lessee the following described property, situate in the County of San Diego, State of California, to-wit: Lots 1, 2, 7 and 8, Block 5, and Lots 1 and 2, Block 3, Cajon Park, being 60 acres of land, more or less; For a term of one (1) years, beginning on the 1st day of March, 1943, and ending on the 29th day of February, 1944, at the following rentals: Ninety Dollars (\$90.00) 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 agricultural and stock grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 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. The City reserves the right to all waters in the subsurface sands.

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 said 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. 78103 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,
WALTER W. COOPER City Manager
By JOHN A. THORNTON

BEN GARBANI
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 7th day of May, 1943.

J. F. DU PAUL City Attorney
By H. B. DANIEL
Asst.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Ben Garboni for 60 acres of land in Cajon Park for agricultural purposes; being Document No. 343315.

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, W. L. Ramsay is the owner of Lots 29 - 36 inc. Block 201 Pacific Beach Ad (1530 Garnet 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 7th day of May, by W. L. Ramsay that I will, for and in consideration of the permission granted me to remove 24 feet of curbing on Garnet 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.

W. L. Ramsay 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.

W. L. RAMSAY
1530 Garnet St.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this seventh day of May, A.D. Nineteen Hundred and Forty-three, before me, Ralph S. Roberts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. L. Ramsay 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 9-27-1944

RALPH S. ROBERTS
Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing agreement this 7th day of May 1943.

J. F. DU PAUL, City Attorney
By HARRY S. CLARK,
Deputy

RECORDED MAY 13 1943 35 min. past 4 P.M. in Book 1488 at page 384 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.
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 W. L. Ramsay; being Document No. 343322.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Patton Deputy

USE AND OCCUPANCY PERMIT

WHEREAS, L. E. Dixon Company has requested from the City of San Diego the right temporarily to occupy for the purpose of storing equipment and materials being dismantled from San Vicente Dam construction facilities thereon, certain lands belonging to The City of San Diego in the vicinity of San Vicente Reservoir, which lands are not presently required for City use and are in addition to those lands covered by the Use and Occupancy permit heretofore granted for the same purpose on March 5, 1943, which permit is filed in the office of the City Clerk of said City under Document No. 342732;

NOW, THEREFORE, The City of San Diego does hereby grant permission to L. E. Dixon Company to occupy the following described area or tract of land belonging to The City of San Diego in the vicinity of San Vicente Reservoir, for the purpose of temporary storage of equipment and materials thereon:

A tract of land located in Sec. 31, T. 14 S., R. 1 E.,
S.B.B. & M. described as follows:

Commencing at the west quarter corner of Sec. 31, T. 14 S.,
R. 1 E., S.B.B. & M.; thence S 59° 42' 20" E, 1037.11 feet to
the true point or place of beginning; thence S 4° 20' W, 157
feet; thence S 51° 01' W, 595 feet; thence N 71° 10' W, 383
feet; thence N 6° 10' W, 182 feet; thence N 75° 08' E, 682
feet; thence N 75° 24' E, 203.5 feet to the true point of
beginning.

This permit is restricted and revocable at any time by The City of San Diego upon sixty (60) days written notice to the permittee. No right granted hereunder shall be transferred or assigned by the permittee.

This permit is granted upon the further condition that the permittee shall save the City harmless from any liability for injury to persons or property, arising out of or in connection with the use and occupancy of the above described property by the permittee. This permit is granted upon the further condition that the City assumes no responsibility whatsoever for the safety of any equipment or materials placed or caused to be placed or stored on the above described premises by the permittee; and that the permittee shall have no right to claim against the City any compensation on account of the damage, destruction or theft of any equipment or materials placed or stored upon said premises.

This permit is granted upon the further condition that upon the revocation hereof, as hereinabove provided, the permittee will immediately remove or cause to be removed all equipment, materials and personal property belonging to said company or under its control which it has placed or stored upon said premises.

IN WITNESS WHEREOF, The City of San Diego has caused this permit to be executed by its City Manager, pursuant to Resolution No. 78141, authorizing such execution, this 29th day of April, 1943.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

ATTEST: FRED W. SICK
(SEAL) City Clerk

L. E. DIXON COMPANY, permittee named in the foregoing Use and Occupancy Permit, does hereby accept the same and agrees to be bound by each and every condition contained therein.

Dated this 3 day of May, 1943.

MERRILL DIXON

I HEREBY APPROVE the form and legality of the foregoing Use and Occupancy Permit this 6th day of May, 1943.

J. F. DuPAUL, 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 Use and Occupancy Permit to L.E.Dixon Company for land in vicinity San Vicente Dam; being Document No. 343342.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Satten Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 24th day of April, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, sometimes hereinafter called the City, acting by and through its City Manager, first party, and SAMUEL B. MORRIS, of Palo Alto, California, second party, WITNESSETH:

THAT WHEREAS, the City is about to proceed with an extensive survey and investigation of the local water supply sources and the developments necessary to provide for the future water needs of the City, and desires in that connection to retain the services of second party as its chief Consulting Engineer; and

WHEREAS, second party is willing to render such services to the City to the extent and for the compensation hereinafter stated;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, the City does hereby agree to employ the second party as its chief Consulting Engineer in the conduct of the City's survey and investigation of the local water supply sources and the developments necessary to provide for the future water needs of the City; and said second party does hereby accept employment in said capacity, and agrees to render the professional services required of him by the City on the following terms and conditions, to-wit:

The City shall pay to the second party a retainer fee of two thousand five hundred dollars (\$2,500.00); one-fourth of which shall be payable upon the execution of this contract, and the balance shall be payable in equal installments, i.e., payable in three, six, and nine months thereafter. Said retainer shall entitle the City to the professional services of second party as Consulting Engineer for twenty-five (25) days. If the City shall require the services of second party for more than said twenty-five days, second party shall render the same as requested for a compensation of one hundred dollars (\$100.00) per day. In addition to said retainer and per diem fee second party shall be compensated for his traveling and subsistence expenses when his services to the City require him to be absent from Palo Alto. If and whenever second party shall find it necessary or convenient to make use of an assistant to aid him in performing his work for the City, he shall be allowed and paid by the City twenty-five dollars (\$25.00) for each day during which such an assistant is used.

It is understood and agreed that all detailed surveys, investigations and actual field work will be carried on and performed by The City of San Diego, under the general

direction, however, of second party in his capacity as Consulting Engineer.

Subject to the foregoing limitations, the City Manager shall designate the times and places for the rendition of said services by second party, as well as the kind or nature of the professional services to be rendered.

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. 78099, adopted by the City Council on the 20th day of April, 1943, and said second party has hereunto subscribed his name the day and year first hereinabove written.

This agreement is executed in two parts, and when so executed each part shall be deemed an original.

THE CITY OF SAN DIEGO
By WALTER W. COOPER

City Manager

SAMUEL B. MORRIS
Party of the Second Part.

I hereby approve the form and legality of the foregoing Contract this 28th day of April, 1943.

CLARENCE J. NOVOTNY
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 of 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 \$2,500.00
Dated May 8th 1943

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California
THEO M. FIDELER

To be paid out of LOCAL WATER INVESTIGATION FUND (243)
Memo SAMUEL B. MORRIS, Consulting Engineer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Samuel B. Morris for survey of local water supply sources; being Document No. 343383.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tadeo Deputy

AGREEMENT

Regarding construction of additional room.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)ss
City of San Diego)

Rose W. Bruchmann and Sadie E. Marine and Gail H. Marine, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Seven (7) and North one-half (1/2) of Eight (8) Block Forty three (43) Subdivision City Heights, located at 4069 Marlborough Avenue;

That we desire to make a 14 ft. by 16 ft. addition (8 ft. from the side lot line) to an existing dwelling, a portion of which is only one foot from the side lot line, on the above described property; and have applied for a Zone Variance under Petition No. 1740, dated April 28, 1943;

That we, in consideration of approval granted by the City of San Diego to construct the addition under Resolution No. 272, of the Zoning Committee, dated May 6, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the termination of the present war between the United States of America and any country, we will then cause said existing bathroom to be removed, to comply with the Zone Ordinance;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

ROSE W. BRUCHMANN
4069 Marlborough Avenue

SADIE E. MARINE
4069 Marlborough Ave.
GAIL H. MARINE
4069 Marlborough Avenue

On this 7 day of May A.D. Nineteen Hundred and Forty-Three, before me, A. N. Cooper a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rose W. Bruchmann, Sadie E. Marine & Gail H. Marine 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) A. N. COOPER
Notary Public in and for the County of San Diego,
State of California

My Commission expires Apr. 8, 1946
RECORDED MAY 13 1943 35 min. past 4 P.M. in Book 1497 at page 228 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.
W. J. MCCARTHY

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Rose W. Bruchmann, Sadie E. and Gail H. Marine re addition to dwelling at

4069 Marlborough Avenue; being Document No. 343386.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

ENCROACHMENT PERMIT

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, subject to all of the terms and conditions hereinafter recited, does hereby grant permission to the United States of America to construct, install, operate and maintain a water pipeline and necessary or convenient appurtenances thereto, over, along, across and under the public streets of The City of San Diego hereinafter designated; said pipeline to be located therein being along the following described center lines:

(a) In Canon, Evergreen and Lowell Streets, along the following described center line:

Beginning at a point on the westerly line of Canon Street, said point being south 14° 23' west, 122.0 feet from the intersection of said westerly line of Canon Street and the northerly line of Pueblo Lot 190; thence south 77° 10' 30" east, 27 feet to a point in said Canon Street situated 13 feet westerly from the center line of said street; thence northeasterly, easterly and southeasterly in said Canon Street on a line parallel to and distant 13 feet northwesterly, northerly and northeasterly from the center line of said street, 2907.81 feet to the beginning of a curve concave northeasterly with a radius of 384 feet; thence southeasterly along said curve 132.03 feet to end of said curve; thence south 52° 06' east, on a line 3 feet northeasterly from the northeasterly curb line of said Canon Street, 829.66 feet; thence along a curve concave to the northeast, with a radius of 384 feet, a distance of 133.4 feet to a point in Evergreen Street, said point being 10 feet southeasterly from the center line of said street; thence north 35° 41' east, parallel to and 10 feet southeasterly from the center line of said Evergreen Street, a distance of 3154.57 feet to a point in the intersection of Evergreen and Lowell Streets, said point being 13 feet northeasterly from the center line of Lowell Street; thence south 54° 16' 05" east, parallel to and 13 feet northeasterly from said center line of Lowell Street, 1734.3 feet, more or less, to an intersection with the mean high tide line of San Diego Bay, as established by Superior Court Case No. 35473.

Said center line is shown upon sheets 7, 8, 9, 10, 11, 12, 13 and 14 of Drawing DPW-6, consisting of 25 sheets, entitled, "Federal Works Agency, Defense Public Works, Docket Calif. 4-140, Water System, San Diego, Unit 6 - Harbor Drive pipeline, Plan and Profile - February 1942," filed in the office of the City Clerk bearing Document No. 343264.

(b) In Harbor Drive along the following described center line:

Beginning at a point on the northwesterly line of the right-of-way of Harbor Drive, according to State of California, Division of Highways, drawings thereof, said point being 13 feet northeasterly from the southeasterly prolongation of the center line of Lowell Street; thence south 54° 16' 05" east, parallel to and 13 feet northeasterly from said prolongation of the center line of Lowell Street, 25.11 feet to an intersection with a line parallel to and 80 feet northwesterly from the center line of said Harbor Drive; thence northeasterly along said line parallel to and 80 feet northwesterly from the center line of Harbor Drive, 2069.68 feet to a point on U. S. Dyke Line, said point being at pipeline station 124+00, and 80 feet northwesterly from highway station 448+50.15; thence north 77° 18' 08" east, 573.31 feet to point on U. S. Dyke Line; thence north 83° 17' 55" east, 97.05 feet to a point 85 feet northerly from the center line of said Harbor Drive at highway station 441+93.08; thence easterly on a line parallel to and distant 85 feet northerly from the center line of Harbor Drive, 6937.25 feet to a point 85 feet northerly from highway station 372+71.05; thence south 87° 51' 10" east, 200 feet to a point 90 feet northerly from the center line of Harbor Drive; thence easterly on a line parallel to and distant 90 feet northerly from the center line of Harbor Drive, 1289.6 feet to a point 90 feet northerly from highway station 357+85.7, said point being at the westerly end of previously constructed pipeline.

Said center line is shown upon sheets 14, 15, 16, 17, 17a, 18, 19, 20, 21, 22 and 23 of Drawing DPW-6, consisting of 25 sheets, entitled, "Federal Works Agency, Defense Public Works, Docket Calif. 4-140, Water System, San Diego, Unit 6 - Harbor Drive pipeline, Plan and Profile - February, 1942," filed in the office of the City Clerk bearing Document No. 343264.

The City of San Diego does not assume any liability for injury or damage to any person or property incident to or that may arise during or in consequence of:

(a) Use, occupancy and enjoyment in accordance with this license to the permittee of the premises herein described; or

(b) Construction of, erection of, presence of, maintenance of, or failure to properly and faithfully construct, operate and maintain, use and occupy the facilities aforesaid, or any part thereof; and the permittee agrees to use, occupy and enjoy said premises, and to use, employ and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the same, or any undue interference with the operation of travel thereon or thereover.

During construction the street surface shall be kept free from construction materials, waste, nails and all debris. Wherever possible spoil banks from the excavation shall be piled on the side away from the roadways, and shall not obstruct traffic more than necessary.

The permittee shall promptly repair all damage to pavement occasioned by its operations, and if not promptly attended to after notice by the City, the City shall have the right to make necessary repairs or replacements, the expense thereof to be paid by the permittee.

The City and its agents will assume no obligation for any damage that may result to private property by reason of the work done under authority of this permit.

The installation work shall be done as quickly as possible to avoid unnecessary hazard to traffic, and shall be completed within one (1) year from the date of the execution of this permit. Adequate barricades, flagmen and lights shall be used to protect the public until the work is completed and the surface entirely restored.

This permit is to be strictly construed, and no work other than that specifically mentioned above is authorized hereby.

The permittee is not to be construed as acquiring hereunder any permanent interest whatever in the lands of the permitter.

The permit hereby granted is restricted, and shall not be assigned without the consent of the City Council obtained beforehand, evidenced by resolution duly adopted, and in case of such assignment or succession so consented to, all of the foregoing conditions and provisions shall apply to such substituted permittee.

The exercise by the permittee of any of the privileges hereby granted shall operate as an acceptance of the terms and conditions herein stated, and shall obligate and bind the permittee to perform and fulfill the same.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its Mayor and City Clerk thereunto by resolution duly authorized this 11th day of May, 1943.

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
Mayor

ATTEST: FRED W. SICK
City Clerk

I hereby approve the form and legality of the foregoing Encroachment Permit this 7th day of May, 1943.

J. F. DuPAUL 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 Encroachment Permit to United States of America for water pipeline in Canon, Evergreen and Lowell Streets; being Document No. 343395.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY J. S. BARRETT, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF A TRUNK SEWER, FROM UNIVERSITY AVENUE AND 10TH AVENUE, ON 10TH AVENUE, CANYADA WAY, 11TH AVENUE EXTENSION, 11TH AVENUE, K STREET, 16TH STREET, COMMERCIAL STREET, 17TH STREET, LOGAN AVENUE, SIGSBEE STREET, AND COLTON AVENUE TO THE INTERCEPTING SEWER AT BEARDSLEY STREET, WHICH SAID CONTRACT IS DATED AUGUST 26, 1942, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO, AS DOCUMENT NO. 340386.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by J. S. Barrett, and which said contract is dated August 26, 1942, and is on file in the office of the City Clerk of said City as Document No. 340386, has been performed and furnished to the satisfaction of the City Engineer of said City in charge of and having supervision of said work on May 10, 1943.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on May 11, 1943, by resolution duly and regularly passed and adopted, officially accepted said work performed, and materials furnished by J.S. Barrett. A 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 13th day of May, 1943.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk

RECORDED MAY 13 1943, 4 min. past 3 P.M. in Book 1497 at page 232 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.

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 Notice of Completion and Acceptance of work, Trunk Sewer, by J. S. Barrett; being Document No. 343426.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

LEASE AGREEMENT

(Percentage Compensation)

THIS CONCESSION AGREEMENT, made and entered into this 5th day of May, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, herein designated as the "City" or Lessor, and ROBERT A. J. LINDSTROM, a person, hereinafter designated as the Lessee, WITNESSETH:

THAT WHEREAS, the Lessee is desirous of obtaining a lease or permit to use a portion of the premises in the Mission Beach Plunge and Bathhouse for the operation of the concession hereinafter described; NOW, THEREFORE, WITNESSETH:

That the City does hereby lease and let to the Lessee and the Lessee does hereby take and accept from the City for the period beginning on the 8th day of May, 1943, and ending on the 15th day of June, 1943, the lease and license to use and occupy the dressing rooms situated on the west or Pacific Ocean side of the Mission Beach Plunge and Bathhouse as a concession for the rental of said dressing rooms, all subject to the following terms and conditions:

(1) The Lessee shall pay as compensation for this concession and for the term aforesaid, at the rate of forty per cent (40%) of the gross receipts from all sources derived from the operation and maintenance of said concession, payable as follows: On each Monday during the life of this agreement the Lessee shall pay to the City, its agents or employees, forty per cent (40%) of all revenues, of every nature whatsoever, taken in, collected or obtained in the operation of said lease or concession for the week immediately preceding the date of such collection by the City.

(2) The Lessee agrees to adopt any method of recording receipts or counting that the City Auditor may deem essential and to make available for inspection of the City's representatives any records desired for auditing such receipts.

(3) The City agrees to supply all such towels as are necessary to operate said concession, and the Lessee agrees to return all of said towels, upon the termination of the lease.

(4) The Lessee shall be permitted to use a supply of old or used swimming suits now on hand and belonging to the City, which said Lessee agrees to return, laundered, to the City upon termination of this lease, June 14, 1943.

(5) The Lessee agrees to maintain and operate the aforesaid concession at the Lessee's own cost and expense, unless otherwise stated herein, and shall conduct the same for no other purpose than herein stated.

(6) As a part of the consideration for the granting of this concession, the Lessee agrees that upon default in the payment of said concession fee, or any installment thereof, the City may at its option forthwith enter said premises and operate said concession as agent of said Lessee, retaining any and all income derived from the operation of said concession, applying the income thereof first to the cost of operating and maintaining said concession, and second, to the payment of said concession fee or any installment thereof then due or thereafter to become due.

(7) The Lessee agrees to refer all disputes to the City and abide by its decision and at the request of the City and without the making of any specific charges, to forthwith discharge any employee.

(8) It is expressly understood and agreed with Lessee that Lessee'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 contained on the Lessee's part to be performed are strictly and promptly complied with.

(9) The Lessee shall not sublet, assign or parcel out the concession hereby granted, or any interest therein, nor allow or permit any other person to use or occupy any part of the premises covered by this concession 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 Lessee herein named.

(10) The Lessee shall not employ or use any persons known as hawkers, spielers, criers, or other noise-makers or means of attracting attention to the Lessee's business not approved by the City, or permit any intoxicated person to act as its employee, or permit any intoxicated person to remain within or upon said concession space.

(11) The Lessee shall not use, nor suffer, or permit any person to use, in any manner whatsoever, the said premises or any part thereof for any illegal, immoral or bawdy purposes, or for any purpose in violation of any federal, state or municipal law, ordinance, rule, order or regulation, or any ordinance, rule or regulation of the City now in effect or hereafter in effect or adopted; and will protect, indemnify and forever save and keep harmless The City of San Diego and the individual members thereof and its agents from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Lessee, or any employee, person or occupant for the time being of said premises.

(12) The Lessee agrees that no representation as to the condition of the premises has been made by said City and that the Lessee has made a thorough inspection of the premises and relies wholly on said inspection, and agrees to accept them in the condition existing on the date hereof. The Lessee further agrees to keep the premises in good repair and safe condition at its own cost and expense and at the expiration or other termination of this concession to return them to the City in as good condition as received, reasonable wear, tear and damage by the elements excepted.

(13) In the event the Lessee shall fail, refuse and/or neglect to operate said concession during the time hereinabove specified for a period of two (2) consecutive days, the City may promptly terminate this agreement on giving written notice, as provided in Section 14 hereof.

(14) All notices or orders given to the Lessee may be served by mailing the same to the Lessee at 1305 Alexandria Dr San Diego Calif., San Diego, California.

(15) The Lessee shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of California.

(16) The Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the premises hereby granted or by reason of any loss or impairment of light or current which may occur at any time from any cause, or for any loss or damage sustained by the Lessee resulting from fire, water, tornado, civil commotion or riots; and the Lessee hereby expressly waives all rights, claims and demands and forever releases and discharges the said City and its officers and agents from any and all demands, causes aforesaid or in any manner whatsoever.

(17) The Lessee assumes all risk in the operation of this concession and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless the City from the violation of any law, ordinance, rule or regulation affecting or relating to the operation of this concession and from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature whether direct or indirect, arising out of the operation of this concession, or the carelessness, negligence, or improper conduct of the Lessee, or any occupant, servant, agent or employee; and shall reimburse the City for all expense, costs or judgments arising therefrom.

(18) The Lessee shall at his own cost and expense take out and maintain such insurance for the term of this concession as will protect him from claims under the Workmen's Compensation Acts; and shall also take out such public liability insurance as will protect the Lessee and the City from any claims for damages for personal injuries, including death, which may arise from the operations under this concession. Such insurance shall be with companies permitted to do business in the State of California, and all policies shall be delivered to the City prior to the Lessee's entry into possession of said premises and shall be subject to the approval of the City as to surety, adequacy and form of protection. All liability policies shall provide limits of Ten Thousand Dollars (\$10,000.00) for one person and Fifty Thousand Dollars (\$50,000.00) for more than one person injured or killed in any one accident. Upon the failure of the Lessee to furnish and deliver such insurance as above provided, this concession may at the election of the City be forthwith declared terminated.

(19) Nothing herein contained shall create or be construed as creating a co-partnership between the City and the Lessee or to constitute the Lessee as agent of the City. If said City shall at any time during said term tender to said Lessee One Dollar (\$1.00) with an intent to determine this lease, then this lease shall wholly cease and determine from the time of such tender.

(20) It is expressly understood and agreed by and between the parties hereto that the City and its officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Lessee nor any occupant shall have any claim against them, or either of them, as individuals in any event whatsoever.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO Lessor
By JOHN A. THORNTON Acting City
Manager
R. A. J. LINDSTROM Lessee

I hereby approve the form of the foregoing Lease Agreement this 12th day of May, 1943.

J. F. DU PAUL

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 Agreement with Robert A. J. Lindstrom for dressing rooms on west side of Mission Beach Plunge; being Document No. 343445.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. 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 12th day of May, 1943, 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 O. L. LUEKER, 3744 Bancroft Street, San Diego, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all non combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Two Hundred Fifty Dollars (\$1250.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday---	Ward Road, to the east line of Dawson Avenue; from the south line of Monroe Avenue to the canyon rims on the north; from the east line of Dawson Avenue to the east line of College Way; from the north line of El Cajon Boulevard to the canyon rims; from the west line of 53rd Street to the east line of College Way; from the south line of El Cajon Boulevard to the south line of Orange Avenue.
Tuesday--	East line of 33rd Street to the west line of 40th Street; south line of Adams Avenue to south line of University Avenue.
Wednesday--	East line of Park Boulevard to east line of Arizona Street; north line of University Avenue to canyon rims on the north.
Thursday--	South line of Laurel Street to south line of Glenwood Drive; east line of Union Street to west line of Pacific Highway; north line of Glenwood Drive to south line of Pringle Street; east line of State Street to Pacific Highway; north line of Pringle Street to south line of Witherby Street; east line of La Jolla Avenue to Pacific Highway; north line of Witherby Street to south line of Taylor Street; west line of San Diego Avenue to Pacific Highway; east line of Twiggs Street to east line of Taylor Street; north line of San Diego Avenue to Fort Stockton Drive.
Friday----	West line of 12th Avenue to west line of 28th Street; south line of Imperial Avenue to Colton Avenue.
Saturday--	West line of 20th Street to east line of 28th Street; Russ Boulevard to the north line of Imperial Avenue.

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including November, 1943,

(2) The contractor agrees to deliver said non-combustible rubbish to the reduction works owned by Charles M. Davis at National City, Calif.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in an amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by 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 Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 Hours
Teamsters.....	\$ 5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers, not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand Two Hundred Fifty Dollars (\$1250.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 78213 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

O. L. LUEKER
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 18th day of May, 1943.

J. F. DuPAUL,
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 O. L. Lueker for collection and removal of noncombustible refuse; being Document No. 343467.

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

Regarding construction of a garage.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss
City of San Diego)

Thomas H. Griffiths and Ethel M. Griffiths, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Easterly forty four (44) feet of Lot K and the Westerly twenty three (23) feet of Lot L Subdivision La Mesa Colony, located at West of 6951 Amherst Street;

That we desire to erect a 20 ft. x 26 ft. garage on the above described property and have applied for a zone variance under Petition No. 1769, dated May 10, 1943;

That we, in consideration of approval granted by the City of San Diego to construct a garage under Zoning Committee Resolution No. 278, dated May 13, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the garage will not be used for living quarters but will be used for storage purposes only;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

THOMAS H. GRIFFITHS ETHEL M. GRIFFITHS
6951 Amherst St. 6951 Amherst St.

On this 17th day of May A.D. Nineteen Hundred and forty three, before me, John H. Moore a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Thomas H. & Ethel M. Griffiths known to me to be the person 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) Notary Public in and for the County of San Diego,
State of California

RECORDED MAY 21 1943 11 min. past 4 P.M. in Book 1503 at page 233 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
NOLA N. PFAHLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Thomas H. and Ethel M. Griffiths re construction of garage at 6951 Amherst Street; being Document No. 343472.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

ENCROACHMENT PERMIT

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, subject to all of the terms and conditions hereinafter recited, does hereby grant permission to the United States of America to construct, install, operate and maintain a water pipeline and necessary or convenient appurtenances thereto, over, along and under the hereinafter described premises located in the County of San Diego, State of California, to-wit:

That portion of Block 11, of Lakeside, according to the Map thereof No. 353, filed in the Office of the County Recorder of said County of San Diego, particularly described as follows, to-wit:

Beginning at a point on the north line of said Block 11 which bears South 81° 07' West 239.5 feet from the northeast corner of said Block 11, being also the point of intersection of the southerly line of Woodside Avenue with the westerly line of Julian Avenue as shown on Map of Road Survey No. 713 in the Office of the County Surveyor of said County of San Diego; thence along said westerly line of Julian Avenue South 8° 53' East 45.1 feet to a point; thence North 25° 14' West 47.00 feet to a point in the northerly line of said Block 11; thence along said northerly line North 81° 07' East 13.23 feet to the point of beginning.

The City of San Diego does not assume any liability for injury or damage to any person or property incident to or that may arise during or in consequence of:

(a) Use, occupancy and enjoyment in accordance with this license to the permittee of the premises herein described; or

(b) Construction of, erection of, presence of, maintenance of, or failure to properly and faithfully construct, operate and maintain, use and occupy the facilities aforesaid, or any part thereof; and the permittee agrees to use, occupy and enjoy said premises, and to use, employ and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the same, or any undue interference with the operation of travel thereon or thereover.

The City and its agents will assume no obligation for any damage that may result to private property by reason of the work done under authority of this permit.

The installation work shall be completed within one (1) year from the date of the execution of this permit. Adequate barricades, flagmen and lights shall be used to protect the public until the work is completed and the surface entirely restored.

This permit is to be strictly construed, and no work other than that specifically mentioned above is authorized hereby.

The permittee is not to be construed as acquiring hereunder any permanent interest whatever in the lands of the permitter.

The permit hereby granted is restricted, and shall not be assigned without the consent of the City Council obtained beforehand, evidenced by resolution duly adopted, and in case of such assignment or succession so consented to, all of the foregoing conditions and provisions shall apply to such substituted permittee.

The exercise by the permittee of any of the privileges hereby granted shall operate as an acceptance of the terms and conditions herein stated, and shall obligate and bind the permittee to perform and fulfill the same.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its Mayor and City Clerk thereunto by resolution duly authorized this 18th day of May, 1943.

ATTEST: FRED W. SICK
City Clerk

(SEAL)

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
Mayor

I hereby approve the form and legality of the foregoing Encroachment Permit this 15th day of May, 1943.

J. F. DuPAUL 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 Encroachment Permit to United States for water pipeline in Block 11, Lakeside; being Document No. 343508.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

NOTICE OF RENEWAL OF LEASE FOR 34,800 s/f VACANT LAND BATTERY F. 204th CA(AA)

N.B.- To be served on, and a copy left with the Lessor on or before May 31, 1943 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, 1943.

THE UNITED STATES OF AMERICA

To City of San Diego, a Municipal Corporation

You are hereby notified that under the provisions of paragraph 5, of Lease No. W 868-eng-4956, dated September 15, 1942, between the United States of America and City of San Diego, a Municipal Corporation, Civic Center, San Diego for 34,800 s/f land (Tactical position) at SE intersection Pritchard St. & Spencer, San Diego, California the United States of America elects to renew and extend for one fiscal year from and after July 1, 1943, and by these presents does extend and renew for such term the said Lease No. W868-eng-4956, 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, 1943, and ending June 30, 1944.

THE UNITED STATES OF AMERICA
By J. R. MERGET,

(SEAL)

J. R. Merget, Captain, Corps of Engineers, Contracting Officer

Receipt of the above notice is acknowledged this-----day of-----, 19---

CITY OF SAN DIEGO Lessor
By FRED W. SICK

City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease on certain City-owned land at Pritchard & Spencer Streets; being Document No. 343577.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Conformed to Original
R 3/25/42

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND
THE CITY OF SAN DIEGO FOR THE SUPPLYING OF WATER

THIS CONTRACT, made and entered into this 11th day of August, 1941, between the UNITED STATES OF AMERICA, hereinafter called the "Government", and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the "City", WITNESSETH:

WHEREAS, the City is now authorized to supply and is engaged in the process of supplying water to customers within the State of California and inter alia to consumers within the City of San Diego; and

WHEREAS, pursuant to the Act of October 14, 1940 (Public No. 849, 76th Congress, the Lanham Act), hereinafter referred to as the "Act", the Federal Works Administrator, hereinafter called the "Administrator", is authorized to develop, maintain and operate housing for persons engaged in national defense activities and their families; and

WHEREAS, the Government has acquired three housing developments described as follows:

- 1 - Project CAL-4094, consisting of approximately 68 dormitory buildings located on Congress Street in North San Diego;
- 2 - Project CAL-4096, consisting of approximately 1,000 units located at Pacific Beach, in the City of San Diego; and
- 3 - Project CAL-4097, consisting of approximately 500 units, of which approximately 340 units, to be located on the north side of Market Street, in the vicinity of 45th and Market Streets, in the City of San Diego, are to be served under this contract;

all three of which developments are hereinafter referred to as the "Developments"; and

WHEREAS, said Developments, including the land acquired and to be acquired in connection therewith and the improvements thereon, will be owned and operated by the Government for the purposes set forth in the Act; and

WHEREAS, the Government desires to purchase water to supply the requirements of said Developments; and

WHEREAS, the Government pursuant to the provisions of the Act is authorized to enter into contracts for the supply of utility services to said Developments; and

WHEREAS, the City desires to supply said Developments with water to be used by the Government and the tenants of said Developments; and

WHEREAS, the parties to this contract have duly authorized its execution;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable considerations, the parties hereto agree as follows:

1. Supply of Water: The City shall, from the date of initial delivery to the expiration of this contract, supply the water requirements of said Developments and of the tenants of said Developments.

2. Determination of Date of Initial Delivery: The date of initial delivery hereunder shall be the date on which the City is first required to furnish water to said Developments under the terms of this contract.

3. Notice to City to Commence Delivery: The City shall commence delivery of water to said Developments on the date specified in a written notice from the Administrator, such notice to be delivered to the City not less than 10 days prior to the date specified for the commencement of delivery.

4. Term of the Contract: This contract shall become effective upon the execution thereof and shall continue in effect for one year; provided, however, that in the absence of notice of intention to terminate served on the City by the Administrator or on the Administrator by the City at least 30 days prior to the expiration of the contract, this contract shall continue for another year and from year to year thereafter until terminated by notice as outlined in this Section. This contract may also be terminated by the Government, if the Government shall sell or otherwise dispose of said Developments in accordance with the provisions of the Act. In the case of such disposal, the Government will advise the City of the date on which title will pass from the Government, at least 10 days prior to such passage of title and the Government's obligations under this contract shall cease on the date on which title passes. All obligations of the parties with regard to the rendition of service and payment therefor and with regard to the payment period herein provided for shall commence with date of delivery as defined in Section 2.

5. Mains and Meters: The City agrees to furnish, install, and maintain in proper working order water mains of ample and sufficient size to the point or points of delivery as described in Section 11 hereof, without cost to the Government, and to maintain in proper working order, at the expense of the City, the necessary master meter or meters for said Developments.

6. Rates: The City agrees to charge the Government and the Government agrees to pay the City for water service furnished to said Developments under the terms hereof at the following rate:

For the first 500	cubic feet per meter per month, 20¢ per 100 cubic feet
For the next 4,500	cubic feet per meter per month, 19¢ per 100 cubic feet
For the next 5,000	cubic feet per meter per month, 18¢ per 100 cubic feet
For the next 10,000	cubic feet per meter per month, 17¢ per 100 cubic feet
For the next 30,000	cubic feet per meter per month, 12¢ per 100 cubic feet
For all over 50,000	cubic feet per meter per month, 10¢ per 100 cubic feet

It is understood that if more than one master meter is deemed necessary to register the consumption of water for any of said Developments, the readings of all such master meters will be totaled and considered as one for the purpose of rates and billing as agreed to herein.

7. Amendment of Contract: If, during the period of this contract, reduced or increased rates are made applicable to this class of service, then such reduced or increased rates shall apply to the service supplied under this contract.

8. Reading of Meters: The meters and metering equipment and instruments shall be read monthly by a representative of the City and a representative of the Administrator. The City and the Administrator shall agree upon a date or dates upon which the meters shall be read for billing purposes. This date shall be the same for each month of the year unless said date falls on Sunday or a legal holiday in which case the reading shall be made on the next business day following the Sunday or legal holiday.

9. Billing and Payment: The period of time elapsing between monthly readings shall constitute the monthly billing period. On or about the tenth day following meter readings for water service the City shall render a bill to the Administrator or his duly authorized representative. Payment of said bill shall be made on or before the tenth day following the date of rendition, unless said date falls on Sunday or a legal holiday in which case payment may be made on the next business day following the Sunday or legal holiday.

10. Penalty for Non-Payment: When any bill is not paid within thirty days after the ten days following the date of rendition it shall be considered in default. The City shall not suspend service to said Developments because of non-payment of any monthly bill. The City shall have the right to cancel this contract if two successive monthly bills remain unpaid for a period of thirty days after the tenth day following the date of rendition. Such cancellation shall become effective only after fifteen days written notice to the Administrator.

11. Point of Delivery: The point of delivery of water hereunder shall be at the outgoing side of the metering equipment of the City located on or near the Developments' sites at locations described on the attached sheet.

CAL-4094. 4'0" West of the West line of Greenwood on Congress Street, North. (Tap No. 40780-A)
CAL-4096. 634'0" East of the East line of Pendleton Street on Balboa Avenue, North. (Tap No. 41691-A)
CAL-4097. For the 340 Units on the North Side of Market Street: 115'0" North of the North Line of Market Street on 45th Street, East. (Tap No. 42170-A).

12. Accuracy of Meters: At the request of the Administrator, the City will make, without cost to the Government, one free meter test at intervals not exceeding 12 months. If any meter shall be found inaccurate or incorrect, it shall be restored to an accurate condition or a new meter shall be substituted by the City. The Administrator or his representative shall have the right to request that a special meter test be made at any time. If any test made at the request of the Administrator or his representative discloses that the meter tested is registering correctly, or within 2% of normal, the Government shall bear the expense of such test. The expense of all other tests shall be borne by the City. The results of all such tests and calibrations shall be open to examination by the Administrator or his representative and a report of every test shall be furnished immediately to the Administrator. If the meter is tested and found to be not more than 2% above or below normal it shall be considered to be correct and accurate, in so far as correction of billing is concerned. If as a result of any such test said meter is found to register a variation in excess of 2% from normal, correction shall be made in the billing, but no such correction shall extend beyond ninety (90) days previous to the day on which inaccuracy is discovered by test. The correction shall be based on the assumption that the consumption was the same as for the most nearly comparable periods of like operation (to be agreed upon by the parties hereto) during which service was correctly metered.

13. Standard of Service: The water to be furnished under the terms of this contract shall be of good, clear and wholesome quality and approved by the regulatory public health authorities. It shall be supplied in quantities sufficient for all the purposes and needs of said Developments and the tenants thereof.

The City will maintain sufficient residual pressure at the discharge side of the meters of the City on said Developments in order to assure adequate fire protection and other necessary service.

14. Distribution System: The Government shall furnish, construct, own and operate the complete and entire water distribution system of said Developments from the point of delivery.

15. Resale: No portion of the water supplied hereunder shall be resold, except that the Government may sell or otherwise distribute water to the tenants of said Developments as an incident of tenancy.

16. Rights of City:

(a) The Government hereby grants to the City at all reasonable hours by its duly authorized agents and employees the free right to ingress to and egress from the premises of said Developments for the purpose of inspecting, repairing, replacing or removing the property of the City, of reading meters, or of performing any work incidental to the supplying of all service hereby contracted for.

(b) The City shall have the right to contract with and render water service to individual commercial consumers on said Developments, but no such contract shall be entered into without the written approval of the Administrator or his representative.

(c) The City shall have the right to shut off the supply of water to said Developments, without notice, only in cases of emergency. If the City shall find it necessary to shut off the supply of water to said Developments to make replacements or repairs, or for other reason, and no emergency exists, the City shall give the Administrator reasonable notice of its intentions, including the approximate time and duration of such interruption of service.

17. Annexation of Property of City: Any and all equipment, apparatus and devices necessary to fulfill City's obligation hereunder placed or erected by the City on or in property of said Developments shall be and remain the property of the City regardless of the mode or manner of its annexation or attachment to real property of said Developments.

18. Liability: The water supplied under this contract is supplied upon the express condition that after it passes the meter equipment of the City, it becomes the property of the Government. The City shall not be liable for loss or damage to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of water on said Developments' premises after it passes said meter equipment except where such loss or damage shall be shown to have been occasioned by negligence of the City, its agents, servants or employees.

19. Impossibility of Performance: The City shall use all reasonable diligence in providing a constant and uninterrupted supply of water, but the City shall not be liable to the Government hereunder, nor shall the Government be liable to the City hereunder by reason of failure of the City to deliver or said Developments to receive water as the result of fire, strike, riot, explosion, flood, accident, breakdown, acts of God, of the public enemy, or other acts beyond the control of the party affected; it being the intention of each party to relieve the other of the obligation to supply water or to receive and pay for water when as a result of any of the above mentioned causes, either party may be unable to deliver or use in whole or in part the water herein contracted to be delivered and received. Both parties shall be prompt and diligent in removing and overcoming the cause or causes of said interruption, but nothing herein contained shall be construed as permitting the City to refuse to deliver and the Government to refuse to receive water after the cause of interruption has been removed. In case of impaired or defective service, the Administrator or his representative shall immediately give notice to the nearest office of the City by telephone or otherwise, confirming such notice in writing as soon thereafter as practicable.

20. Previous Contracts Superseded: This Contract supersedes all previous contracts or representations, either written or verbal, heretofore in effect by the City and the Government with respect to matters herein contained, and constitutes the sole contract by the parties hereto concerning these matters.

21. Designees of Contracting Parties: The Administrator has designated the Housing Manager of the Developments, whose address is the Developments, as the duly authorized

representative responsible for the operation and supervision of said Developments with whom the City may deal.

The City has designated the City Manager, whose address is Civic Center, San Diego, Calif., as the duly authorized representative with whom the Administrator may deal on any matter arising under the terms of this Contract.

Either party will promptly notify the other in writing whenever there is a change in such designee.

22. Required Notices to be in Writing: Any notice required or authorized to be given hereunder except the notice set out in Section 19 shall be given in writing by either party, addressed to the authorized representative of the other and mailed in the ordinary course of business to the last-known address of said other party.

23. Interest of Member of Congress: No Member of or Delegate to the Congress of the United States of America or Resident Commissioner shall participate in the funds made available under this contract. 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.

24. This contract shall be binding upon the successors, or legal assigns of the City.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly signed and executed in triplicate the day and year first above written.

THE CITY OF SAN DIEGO

By (Sgd) Walter W. Cooper

City Manager

(Pursuant to Executive Order No. 9070, dated February 24, 1942, the terms "Federal Works Administrator" and "Administrator" as used in this contract shall mean the "Federal Public Housing Commissioner" and "Commissioner," respectively.)

UNITED STATES OF AMERICA

By (Sgd) Wm. K. Divers

For the Acting Federal

Public Housing Commissioner

ATTEST:

(Sgd) Corinne M. Thomas

RESOLUTION NO. 75988

WHEREAS, the United States of America has constructed, through the Federal Works Administrator certain housing developments described as follows:

- (a) Project #4094, consisting of dormitory buildings located on Congress Street in North San Diego;
- (b) Project #4096, consisting of a housing project located at Pacific Beach, in the City of San Diego; and
- (c) Project #4097, consisting of approximately 340 units to be located on the north side of Market Street, in the vicinity of 45th and Market Streets, in the City of San Diego; to be owned and operated by the Government for the purposes set forth in the Act of October 14, 1940 (Public No. 849, 76th Congress, The Lanham Act); and

WHEREAS, the Government desires to enter into a contract with The City of San Diego to furnish water to supply the requirements of said developments; and

WHEREAS, The City of San Diego is able and willing to furnish water to supply the requirements of said developments; NOW, THEREFORE,

BE IT RESOLVED, By The Council of The City of San Diego, as follows:

That the City Manager be, and he is hereby authorized and directed, for and on behalf of The City of San Diego, to execute a contract with the United States of America to supply the water requirements of the developments hereinabove referred to, a copy of which said proposed contract hereby authorized is on file in the office of the City Clerk bearing Official Document No. 335358.

Presented by

Approved as

to form by JACOB WEINBERGER, City Attorney

By

Assistant City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 13th day of January, 1942, by the following vote, to-wit:

YEAS--Councilmen: Simpson, Hartley, Boud, Knox, Flowers and Mayor Benbough

NAYS--Councilmen: None

ABSENT--Councilmen: Weggenman

ATTEST:

P. J. BENBOUGH

Mayor of the City of San Diego, California

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM Deputy

(SEAL)

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 75988 of the Council of the City of San Diego, California, as adopted by said Council January 13, 1942.

FRED W. SICK

City Clerk

By (Sgd) August M. Wadstrom

Deputy

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Conformed to Original Contract with U.S.A. for supplying water to dormitory buildings in various locations; being Document No. 343592.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Sullivan Deputy

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 20th day of May, 1943, 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 City Manager, hereinafter sometimes designated as the "City", and EDWARD THOMPSON HAAS, doing business under the firm name and style of TATE PIPE LININGS CO. OF CALIFORNIA, 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 materials, equipment, transportation and labor necessary to the performance of certain work hereinafter specified, and to clean and cement line 11,290 lineal feet of 4" cast iron water pipe and 7,115 lineal feet of 6" cast iron water pipe, in the City 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 6th day of April, 1943, marked, "Document No. 342878," and endorsed: "Notice to bidders, bidding instructions, plans, specifications and contract documents for cleaning and cement lining approximately 18,405 lineal feet of cast iron water mains," true copies of which said plans and specifications, together with Notice to Contractors, Instructions to Bidders, and Proposal are hereunto annexed, and 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 in accordance with the bid of said contractor contained in Document No. 343262, on file in the office of the City Clerk of said City, a copy of which is attached hereto and made a part of this contract, and as is provided in the specifications attached hereto and made a part of this contract.

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 City Engineer of said City, subject to the 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 anyone 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 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:

<u>Trade or Occupation</u>	<u>Per hour</u>	<u>Per 8 hour day</u>
	\$	\$
Laborers, general	.875	7.00
Laborers, pipeline	.925	7.40
Pipe caulker	1.125	9.00
Mortarman	1.00	8.00
Truck driver, pipeline, includes winch		
trucks and all sizes of trucks	1.125	9.00
Concrete mixer operator, mobile mixxxr	1.50	12.00
Pump operator	1.25	10.00
Truck driver	.95	7.60
Truck driver, winch when operating winch	1.075	8.60

For overtime work, when same is permitted by law, one and one-half times the above rate. For Sundays and legal holidays, as delineated in Section 10 of the Political Code of the State of California, one and one-half times the above rate.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager, for and on behalf of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

EDW. T. HAAS
dba TATE PIPE LININGS CO.
of California. Contractor
D'ARCY JONES
General Manager

(If executed by a partnership contractor or corporation, appropriate changes shall be made in the last preceding paragraph).

I HEREBY APPROVE the form of the foregoing contract this 25th day of May, 1943.

J. F. DuPAUL
City Attorney
By H. B. DANIEL
Assistant City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That EDWARD THOMPSON HAAS, doing business under the firm name and style of TATE PIPE LININGS CO. OF CALIFORNIA, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTEEN THOUSAND FOUR HUNDRED FIFTY-TWO and 70/100 DOLLARS (\$13,452.70) (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, 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 20th day of May, 1943.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, equipment, transportation and labor necessary to the cleaning and cement lining of 11,290 lineal feet of 4" cast iron water pipe and 7,115 lineal feet of 6" cast iron water pipe, in The City 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 6th day of April, 1943, marked "Document No. 342878," and endorsed: "Notice to bidders, bidding instructions, plans, specifications and contract documents for cleaning and cement lining approximately 18,405 lineal feet of cast iron water mains,"; true copies of which said plans and specifications, together with Notice to Bidders, Specifications, Bidding Instructions and Requirements, Specifications and Proposal 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, EDWARD THOMPSON HAAS shall in all things stand to and abide by and will truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his 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 principal has hereunto subscribed his name and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached by its proper officers thereunto duly authorized, the day and year first hereinabove written.

EDW. T. HAAS
dba TATE PIPE LININGS CO. OF CALIFORNIA
Principal
FIDELITY AND DEPOSIT COMPANY OF
MARYLAND
By DONALD C. BURNHAM Attorney-in-fact
201 Broadway, San Diego, Calif.
Surety
(SEAL)

ATTEST: H. G. MALM
Agent
201 Broadway, San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 22nd day of May, 1943, before me, Marianne E. Pierce, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Donald C. Burnham, known to me to be the Attorney-in-Fact, and H. G. Malm, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) MARIANNE E. PIERCE
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the within Bond this 25th day of May, 1943.

J. F. DuPAUL City Attorney

By H. B. DANIEL

Assistant City Attorney

I HEREBY APPROVE the foregoing Bond this 26th day of May, 1943.

WALTER W. COOPER

City Manager

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that EDWARD THOMPSON HAAS, doing business under the firm name and style of TATE PIPE LININGS CO. OF CALIFORNIA, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX THOUSAND SEVEN HUNDRED TWENTY-SEVEN and no/100 DOLLARS (\$6,727.00), (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, 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 20th day of May, 1943.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, equipment, transportation and labor necessary to the cleaning and cement lining of 11,290 lineal feet of 4" cast iron water pipe and 7,115 lineal feet of 6" cast iron water pipe, in The City 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 6th day of April, 1943, marked "Document No. 342878," and endorsed: "Notice to bidders, bidding instructions, plans, specifications and contract documents for cleaning and cement lining approximately 18,405 lineal feet of cast iron water mains,"; true copies of which said plans and specifications, together with Notice to Bidders, Specifications, Bidding Instructions and Requirements, Specifications and Proposal 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 SIX THOUSAND SEVEN HUNDRED TWENTY-SEVEN and no/100 DOLLARS (\$6,727.00), 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, EDWARD THOMPSON HAAS 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.

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 principal has subscribed his name and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

EDW. T. HAAS dba TATE PIPE LININGS CO.
OF CALIFORNIA

Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)

By DONALD C. BURNHAM Attorney-in-fact
201 Broadway, San Diego, Calif.

Surety

ATTEST: H. G. MALM, Agent
201 Broadway, San Diego, Calif.
STATE OF CALIFORNIA,

ss.

County of San Diego

On this 22nd day of May, 1943, before me, Marianne E. Pierce, a Notary Public, in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Donald C. Burnham, known to me to be the Attorney-in-Fact, and H. G. Malm, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

MARIANNE E. PIERCE
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 25th day of May, 1943.

J. F. DuPAUL City Attorney

By H. B. DANIEL

Assistant City Attorney

I HEREBY APPROVE the foregoing Bond this 26th day of May, 1943.

WALTER W. COOPER

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Tate Pipe Linings Co. for cleaning and cement lining cast iron pipe; being Document No. 343624.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. [Signature] 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 19th day of May, 1943, 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 E. A. CUMMINGS, 830 Pleasant Lane, National City, California, party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal and to collect and remove all combustible and/or non-combustible City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday.....	East side of 40th Street to the west side of Fairmount Avenue; all south of (Combustibles) University Avenue; Lexington Park
Tuesday.....	Mission Beach - South of El Carmel Place. (Non-combustibles and combustibles)
Wednesday.....	Mission Beach - north of El Carmel Place. (Non-combustibles and combustibles)
Thursday.....	South side of Washington Street to dead ends of Falcon Street, Hawk Street and Goldfinch Street; west side of Front Street to dead ends; all of Curlew Street; Reynard Way to Wellborn Street.
Friday.....	16th Street to Sampson Street; Imperial Avenue and Ocean View Boulevard to (Combustibles) the Bay.

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including November 18th, 1943.

The contractor agrees to deliver said non-combustible rubbish to the reduction works owned by Charles M. Davis at National City, California.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego, but the contractor will not be permitted to burn any combustible rubbish at said dump unless specifically authorized so to do by the Director of Public Works of said City or his duly authorized representative. In dumping combustible rubbish in said dump the contractor shall be subject to the direction of said Director of Public Works or his duly authorized representative. The City specifically reserves the right to change the location of such dump from time to time; provided, however, that in the event of such change the City will provide a dump at some reasonably accessible location within the City limits.

(3) The contractor agrees that in the performance of this contract he will use such number of trucks as the quantity of refuse which he is required to collect and remove hereunder shall make reasonably necessary for the adequate performance of the contract.

The contractor further agrees that he will not underlet or assign this contract or any part thereof to anyone without the consent of the City Council, in writing, having been first obtained.

(4) The contractor during the entire life of this contract shall secure and maintain a policy or policies of public liability insurance with The City of San Diego named as co-insurer in the amount not less than \$10,000 for injury to one person and not less than \$20,000 for injuries in any one accident; and also property damage insurance with the City named as co-insurer in an amount not less than \$1000 for one accident and an aggregate liability of \$5000. The contractor shall also secure and maintain during the life of this contract adequate Workmen's Compensation Insurance covering all persons employed by him and shall furnish the City with a certificate showing that such compensation insurance is in effect.

(5) The contractor further agrees and covenants that neither he nor any subcontractor doing work or performing labor pursuant to the terms of this contract who directs or controls the work of any laborer, workman or mechanic employed upon or in connection with 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 case of extraordinary emergency caused by fire, flood or danger to life or property; and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workmen 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 (8) hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

(6) The contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien, contrary to the provisions of 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.

(7) 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 Day of 8 hours</u>
Teamsters.....	\$ 5.00
Truck drivers, 15,000 lbs or under.....	5.60
Truck drivers, over 15,000 lbs.....	6.40
Laborers, common.....	6.00
Clerk.....	6.00
Skilled laborers not above listed.....	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$5.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

(8) The City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of the contractor undertaken by him to be performed, will pay said contractor in warrants drawn upon the proper fund of said City, on or before the 10th day of each month, the sum of One Thousand Fifty Dollars (\$1050.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) 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. 78238 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager

ERY A. CUMMINGS
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 26th day of May, 1943.

J. F. DuPAUL, 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 E. A. Cummings for collection and removal of city refuse; being Document No. 343627.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. [Signature] Deputy

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That I, JOHN JANSEN, of San Diego, California, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, transfer, assign and set over to the STREET POSTER SERVICE, INC., a Nevada corporation, authorized to do business in the State of California, its successors and assigns, all my right, title and interest in and to that certain Agreement dated the 12th day of November, 1941, between the City of San Diego, a municipal corporation, in the County of San Diego, California, and E. L. Baker and John Jansen, concessionaires, including all rights of action or otherwise to be accrued or hereafter to accrue thereunder, and hereby authorize Street Poster Service, Inc. a Nevada corporation, authorized to do business in California, in its own name to sue for, and take all legal steps it may deem proper or necessary in connection therewith.

IN WITNESS WHEREOF, I have hereunto set my hand this 17th day of February, 1943.
JOHN JANSEN

STATE OF CALIFORNIA }
County of San Diego } ss

On this 17th day of February, 1943, before me, June S. Bowler, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared John Jansen, personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL) JUNE S. BOWLER
Notary Public in and for the County of San Diego,
State of California

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That we, E. L. BAKER and BLANCHE R. BAKER, of Los Angeles, California, for a valuable consideration, the receipt of which is hereby acknowledged, do hereby sell, transfer, assign and set over to the STREET POSTER SERVICE, INC., a Nevada corporation, authorized to do business in the State of California, its successors and assigns, all our right, title and interest in and to that certain Agreement dated the 12th day of November, 1941 between the City of San Diego, a municipal corporation, in the County of San Diego, California and E. L. Baker and John Jansen, concessionaires, including all rights of action or otherwise to us accrued or hereafter to accrue thereunder, and hereby authorize Street Poster Service, Inc., a Nevada corporation, authorized to do business in California, in its own name to sue for, and take all legal steps it may deem proper or necessary in connection therewith.

IN WITNESS WHEREOF, we have hereunto set our hands this 9 day of February, 1943.
E. L. BAKER
BLANCHE R. BAKER

STATE OF CALIFORNIA, }
County of Los Angeles, } ss

On this 9th day of February, 1943, before me, David A. Matlin a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared E. L. Baker and Blanche R. Baker personally known to me to be the persons whose names are subscribed to the within instrument, and they 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 Los Angeles the day and year in this certificate first above written.

(SEAL) DAVID A. MATLIN
Notary Public in and for the County of Los Angeles
State of California
My Commission expires 9-3-44

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment by Baker & Jansen of trash can contract to Street Poster Service, Inc.; being Document No. 343718.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tarran Deputy

THIS INDENTURE, made this 26th day of March, 1943, between SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY, a corporation organized and existing under the laws of the State of Nevada, first party, and the CITY OF SAN DIEGO, a municipal corporation of the State of California, second party, WITNESSETH:

That first party hereby grants to second party (subject to the conditions herein-after contained) the right to construct, maintain and use a street or a highway upon and across that certain parcel of land situate in the City of San Diego, County of San Diego, State of California, and lying within the railroad right of way of first party, and more particularly described as follows:

BEGINNING at the southeast corner of Lot N in Block 19, Las Alturas No. 5, according to Map 2053 filed in the office of the Recorder of said County of San Diego, said corner being in the north line of the right of way of the San Diego & Arizona Eastern Railway Company; thence southerly along the southerly prolongation of the east line of said Block 19, a distance of 20 feet to the south line of said right of way; thence easterly along said south line, 50 feet; thence northerly parallel with the southerly prolongation of the east line of said Block 19, a distance of 20 feet to the north line of said right of way; thence westerly thereon, 50 feet to the point of beginning.

The above described land is shown outlined in red on print of second party's Drawing Number 6194-L, dated November 29, 1941, hereto attached and made a part hereof.

First party will furnish the material and perform the work in the manner and to the extent as follows, to-wit:

(1) Prepare track to receive pavement, including renewal of ties and ballast where necessary;

(2) Raise or resurface track as may be necessary to conform to proposed street grade;

(3) Change out existing 52# rail to 75# rail in main track and install steel guard rail; and

(4) Install 2 Standard Crossing signs.

Second party expressly agrees to reimburse first party, promptly upon receipt of bills therefor, for the cost and expense incurred by first party in furnishing the material and performing the work as above provided.

First party will, in the event it considers it necessary, place a flagman or flagmen upon said premises to protect and safeguard property, movement of engines, trains and cars of first party at said location while said work is being done, and second party will reimburse first party, promptly upon receipt of bills therefor, for the cost of furnishing such flagman or flagmen.

After the construction of said highway over said land has been completed as herein provided, first party will thereafter maintain the same between lines two (2) feet outside of the outside rails of its tracks located thereon.

It is agreed between the parties hereto that if and when sidewalks are installed at the above mentioned location, second party will perform such work at its own cost and expense.

This agreement is executed in pursuance of and subject to conditions contained in Decision No. 35176 of the Railroad Commission of the State of California, Application No. 24664, dated March 24, 1942.

The crossing of said highway over any tracks of first party shall be constructed and maintained at the grade of said tracks now existing, unless the parties hereto mutually agree to the contrary.

All rights of second party hereunder are subject and subordinate to the prior and continuing right and obligation of first party and its successors to use and maintain its entire railroad right of way and property in performance of its public duty as a common carrier, and also to the right and power of first party and its successors in interest of the said railroad right of way and property to use the said lands, or any part thereof, for all purposes which are consistent with the enjoyment of the easement for highway purposes herein granted to second party.

Should second party at any time abandon and cease to use said highway the right hereby given shall cease to the extent of the use so abandoned, and first party shall at once have the right to resume exclusive possession of the said land, or the part thereof the use of which is so discontinued or abandoned. Upon termination of the rights and privileges hereby granted, second party agrees, at its own cost and expense, to remove the highway, including the paving, from said premises and restore the same as nearly as practicable to the same state and condition in which they existed prior to the construction of said highway if first party requests the second party so to do in writing.

It is specifically understood that the first party shall not be liable for any costs or expense incurred by second party in connection with the construction of said highway.

This instrument is subject to all valid and existing contracts, leases, liens or encumbrances or claims of title which may affect the said property, and the word "grant", as used herein, shall not be construed as a covenant against the existence of any thereof.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate by their respective officers thereunto duly authorized, the day and year first above written.

Attest RAY G. HILLEBRAND Secretary SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY (SEAL)
By H. R. GERNREICH Vice President & General Manager

Attest FRED W. SICK Clerk CITY OF SAN DIEGO (SEAL)
By WALTER W. COOPER City Manager

I hereby approve the form of the foregoing Agreement of Easement this 26th day of March, 1943.

CLARENCE J. NOVOTNY City Attorney
By H. B. DANIEL Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego & Arizona Eastern Railway Company for grade crossing on 54th Street; being Document No. 343723.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tarran Deputy

End Book # 13