

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 26th 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 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 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:

Collection Day	District or Area of Collection
Monday	(Combustibles) All Fifth Avenue, from Beech Street to Market Street (Non-combustibles) Kenmore Terrace to 40th Street, from north side of Adams Avenue to Mission Valley.
Tuesday	(Combustibles) All Fifth Avenue, from A Street to Market Street. (Non-combustibles) North side of Palm Street to south side of Myrtle Avenue, from 28th Street to canyons.
Wednesday	(Combustibles) All Fifth Avenue, from Beech Street to Market Street. (Non-combustibles) East side of Sixth Avenue to west side of Park Boulevard, from Upas Street to south side of Lincoln Avenue.
Thursday	(Combustibles) All Fifth Avenue, from A Street to Market Street. (Non-combustibles) Front Street to Union and Wellborn Street, from south side of Washington Street to intersection of Curlew and Goldfinch Street and dead ends of Falcon, Goldfinch and Hawk Streets.
Friday	(Combustibles) All Fifth Avenue, from Beech Street to Market Street. (Non-combustibles) Twelfth Avenue to 25th Street, Crosby and Sampson Streets, from south side of Imperial Avenue to the Bay; 13th and 14th Streets, from Russ Boulevard to Imperial Avenue.

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including Nov. 25th, 1943. The contractor agrees to deliver said non-combustible rubbish to the reduction works owned by Charles M. Davis at National City, Calif.

(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, 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, workmen or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any sub contractor:

Trade or Occupation	Per 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 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. 78277 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 2d day of June, 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 C. H. Yancey for collection and removal of City refuse; being Document No. 343724.

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

By Francis T. Patton Deputy

LE A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of June, 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 CHESAPEAKE FISH COMPANY, a co-partnership, comprising John N. Vitalich and Nicholas A. Vitalich, 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. 945 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 partition, 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.

JOHN N. VITALICH
NICHOLAS A. VITALICH
Co-partners doing business under the firm name and style of
CHESAPEAKE FISH COMPANY. Lessee

I hereby approve the form and legality of the foregoing Lease this 3d day of June, 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 Chesapeake Fish Company for portion of San Diego Seafood Mart; being Document No. 343738.

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

By Francis T. Tolan 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 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 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 22nd day of May, 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 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, 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 CENTURY INDEMNITY COMPANY

By PAUL WOLCOTT Attorney-in-Fact

Surety

(SEAL)

ATTEST: _____

STATE OF CALIFORNIA,

County of California

ss

On this 22nd day of May, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

(SEAL)

Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this----day of May, 1943.

J. F. DuPAUL 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. 78230 passed and adopted on the 18th day of May, 1943, 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

By AUGUST M. WADSTROM,

Deputy

CONTRACT FOR STREET LIGHTING.

Mission Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 8th day of June, 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 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, 1943, to-wit, to and including May 14, 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 Mission Beach Lighting District No. 1", filed March 5, 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 One Thousand Eight Hundred Fourteen and 40/100 Dollars (\$1814.40) 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 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 (\$1814.40) 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 (\$1814.40).

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 A. E. HOLLOWAY
Vice President in Charge of Sales

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
H. DeGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARELS C. DAIL
WALTER W. AUSTIN
Members of the Council

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

I hereby approve the form of the foregoing Contract, this 8th day of June, 1943.
J. F. DuPAUL 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 Mission Beach Lighting District No. 1; being Document No. 343739.

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 1st 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 AMERICAN PIPE AND CONSTRUCTION COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: Approximately 351 feet of 30" centrifugal reinforced concrete pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 343031.

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

Approximately 351' - 30" centrifugal reinforced concrete pipe, @ \$3.33 per foot	\$1168.83
Plus 3% California State Sales Tax	35.06
	<u>\$1203.89</u>

Said contractor agrees to complete said delivery on or before the 1st day of May, 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: Twelve Hundred Three and 89/100 Dollars (\$1203.89), said payments to be made as follows:

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

Said contractor hereby agrees that it will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

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

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

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Harbor Com. of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 279 of the Harbor Com. 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 Harbor Commission

(SEAL)
ATTEST: J. M. McADAM, Sec'y.

AMERICAN PIPE AND CONSTRUCTION COMPANY
ROBERT V. EDWARDS Vice-President
Contractor

I hereby approve the form and legality of the foregoing contract this 27th 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 American Pipe & Construction Company for drainage pipe along west side of Lindberth Field; being Document No. 343740.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy

L E A S E

THIS AGREEMENT, made and entered into this 15th 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 DOUGLAS McCLAIN and GEORGE McCLAIN, doing business under the firm name and style of McClain Bros., of the City of Lakeside, County of San Diego, State of California, hereinafter called the Lessees, WITNESSETH:

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

Lots 124 to 129, inclusive, Lakeside Farms; also, Lot 59, El Cajon Valley Company's Lands; also, that portion of Lot 130, Lakeside Farms, lying between the southerly prolongation of the easterly line of Lot 124 and the southerly prolongation of the westerly line of Lot 128, Lakeside Farms; also, that portion of Lot 1, Riverview Farms, Map No. 1683, described as follows:

Commencing at the northwesterly corner of said Lot 1; thence along the northwesterly line of said Lot 1, North 63° 13' East 1027.75 feet to a point; thence South 24° 06' 40" East 527.27 feet, more or less, to the northwesterly corner of that certain strip of land described in deed from El Monte Ranch Company, a corporation, to The City of San Diego, dated June 10, 1930, recorded August 25, 1930, in Book 1802, at page 320, of Deeds, County Recorder's records; thence North 65° 53' East along the northwesterly line of said strip of land to the northeasterly corner thereof; thence South 24° 07' East 449.02 feet to the northerly line of the right of way of the San Diego & Arizona Eastern Railway Company; thence westerly along said railway right of way line to the southwesterly corner of said Lot 1; thence along the westerly line of said Lot 1, North 0° 45' East to the point of commencement; being in all 90 acres of land, more or less;

For a term of five (5) years, beginning on the 15th day of May, 1943, and ending on the 14th day of May, 1948, at the following rentals: One Hundred Thirty-five Dollars (\$135.00) payable in advance at the office of the Lessor annually during said term.

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

First. That the above described premises are leased to said lessees 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 lessees 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.

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

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 lessees, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessees.

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 lessees and for its account.

Tenth. That the City reserves all sand, gravel and timber rights in and on said premises herein leased.

Eleventh. That the Lessees shall construct and maintain stockproof enclosures, with gates for access, around each well within the area leased, without cost or expense to the City.

That the Lessees shall maintain all exterior line fences and repair same at their own expense. All fences constructed or reconstructed by Lessees during the term of this lease shall become the unencumbered property of the City upon the termination of this lease.

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 78209 of the Council, authorizing such execution, and said Lessees have hereunto subscribed their names, the day and year first hereinabove written.

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

McCLAIN BROS.
By GEORGE McCLAIN
DOUGLAS McCLAIN
Doing business under the firm name
and style of McCLAIN BROS.

I HEREBY APPROVE the form and legality of the foregoing Lease this 15 day of May, 1943.

J. E. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease to McClain Bros. of portions of Lakeside Farms and El Cajon Valley Company's lands; being Document No. 343746.

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 26th 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 ARTHUR R. MERICKIE, 2840 E. 7th Street, National City, 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 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:

Collection Day	District or Area of Collection
Monday	(Combustibles) Seventh Avenue, from A Street to Market Street. (Non-combustibles) East side of Fairmount to west side of University Avenue, to south side of El Cajon Boulevard; east side of 40th Street to west side of Euclid Avenue, from the north side of El Cajon Boulevard to the south side of Monroe Avenue.
Tuesday	(Combustibles) Seventh Avenue, from A Street to Market Street. (Non-combustibles) North side of Beech Street to the south side of Hawthorne Street from 28th Street to canyons.
Wednesday	(Combustibles and Non-combustibles) Mission Beach
Thursday	(Combustibles) Sixth Avenue to Front Street, from Redwood St. to Walnut St.; Front Street, through Reynard Hills from Laurel St. to Walnut Street; First Avenue to Reynard Way, from Walnut Street to University Avenue.
Friday	(Combustibles) Seventh Street, from A Street to Market Street. (Non-combustibles) 26th Street to 32nd Street and dead ends, from Beech Street to Imperial Avenue.

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including November 25th, 1943. The contractor agrees to deliver said non-combustible rubbish to the reduction works owned by Charles M. Davis at National City, Cal.

(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, 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. 78269 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

ARTHUR R. MERICKLE, Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of June, 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 Arthur R. Merickle for collection and removal of City refuse; being Document No. 343765.

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

By Francis T. Tatten Deputy

Appropriation: Maintenance, Bureau of Supplies and Accounts, 1944

Nod-1290

LEASE BETWEEN CITY OF SAN DIEGO, CALIFORNIA
and

THE UNITED STATES OF AMERICA

Subject to an appropriation by the Congress

This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. Nod-1290, dated October 25, 1939, between 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 31st day of May, 1943, elects to renew the said Lease for the period of one year from and after June 30, 1943, 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, 1943 and ending June 30, 1944 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 JOHN J. COURTNEY

By direction of Chief of the Bureau of Yards and
Docks, acting under direction of Secretary of the Navy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Government Lease - portion of Balboa Park adjoining Naval Hospital; being Document No. 343792.

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

By Francis T. Tatten Deputy

Nod-1977

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 31st day of May, 1943, elects to renew the said Lease for the period of one year from and after June 30, 1943, 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, 1943, and ending June 30, 1944.

The lessor is requested to acknowledge receipt hereof.

Mr. Walter W. Cooper
City Manager
San Diego, California

THE UNITED STATES OF AMERICA,
By JOHN J. COURTNEY

By direction of Chief of the Bureau of Yards and Docks
acting under direction of Secretary of the Navy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Renewal of Government Lease for portion of Old City Jail; being Document No. 343793.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

Nod-1957

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

Subject to an appropriation by Congress.

This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. Nod-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 Nod-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 31st day of May, 1943, elects to renew the said Lease for the period of one year from and after June 30, 1943 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, 1943, and ending June 30, 1944.

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 ANDREW J. MURPHY JR.

by direction of the Chief of the Bureau of Yards and
Docks, acting under 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 Government Lease for Marine Corps Rifle Range; being Document No. 343794.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

W 3460-eng-704

NOTICE OF RENEWAL OF LEASE FOR UNIMPROVED LAND, 69TH CA (AA)

N.B.- To be served on, and a copy left with, the Lessor on or before May 30, 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 3460-eng-704, dated April 1, 1942, between the United States of America and City of San Diego a Municipal Corporation for barracks and motro pool (30 acres) at City of 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 3460-eng-704, 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

J. R. Merget, Captain, Corps of Engineers, Contracting Officer

CITY OF SAN DIEGO Contractor
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 Government Lease for 30 acres used by 69th C.A.(AA); being Document No. 343795.

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 19th day of April, 1943, 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 have been sold to the State of California, for non-payment of taxes, including taxes levied by the City of San Diego and collected by County

officers, and said lands have been deeded to the State of California for said delinquent taxes, which lands are hereinafter more particularly described, together with dates of sale, certificate numbers and deed numbers; 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:

Parcel No.	Property Description	Date sold to State	Cert. No.	Date deeded to State	Deed No.
Middletown Addition:					
1	NW 1/2 Lot 20, Blk 21,	6/29/1932	30124	7/1/1937	3245
2	Lots 7 & 8, Blk 40,	6/29/1932	30247	7/1/1937	3262
3	Lots 16-18, Inc. Blk 49	6/28/1924	41873	8/7/1929	3081
4	Lots 8-12, Inc. Blk 71,	9/1/1933	31106	7/1/1938	2397
5	Lots 21 & 22, Blk 71,	6/28/1934	31895	7/1/1939	752
6	Lots 7-12, Inc. Blk 79,	6/29/1932	30460	7/1/1937	3277
7	Lots 17-24, Inc. Blk 79,	6/29/1932	30460	7/1/1937	3277
8	Lots 10-12, Inc. Blk 84,	6/29/1932	30479	7/1/1937	3278
South Florence Heights Addn:					
9	That portion of Lot 1, Blk 1, South Florence Heights, Tract 1396, lying easterly from a line drawn from the northeast corner of said Lot 1 to a point 20.1 feet west of the south-east corner of Lot 14 in said Block 1,	6/30/1930	22092	8/1/1935	554

The consideration for such purchase shall be the sum of One Dollar (\$1.00) per lot or portion thereof. Said purchases 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 lots within two (2) years from the date hereof.

2. That said The City of San Diego shall have the right at any time within the term of this option to purchase the said lots hereinabove described for the sum of \$1.00 per lot, or portion thereof, 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 19th day of April, 1943, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to Resolution No. 77828, adopted on the 19th day of January, 1943, authorizing such execution, the day and year first hereinabove written.

ATTEST:

J.B. McLEES, 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
By DAVID W. BIRD
Chairman (SEAL)

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

I HEREBY APPROVE the form of the foregoing Option Agreement this 1st day of April, 1943.

CLARENCE J. NOVOTNY, City Attorney
By James J. Breckenridge
Deputy City Attorney

I HEREBY APPROVE the form of the foregoing Option Agreement this 13 day of April, 1943.

THOMAS WHELAN, District Attorney
By CARROLL H. SMITH
Deputy

APPROVED THIS 2nd day of June, 1943.

HARRY B. RILEY, State Controller
By BERT FOSTER
Deputy (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for purchase of certain tax deeded lands located in City of San Diego; being Document No. 343851.

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

SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF SAN DIEGO, ACTING BY AND THROUGH ITS HARBOR COMMISSION AND THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY COVERING MODIFICATION OF TIDELAND LEASE - THE CITY OF SAN DIEGO OFFICIAL DOCUMENT NO. 127750, AT&SF CONTRACT SECRETARY'S NO. 18019. DATED SEPTEMBER 2, 1942.

SUPPLEMENTAL AGREEMENT, made this 2nd day of September, 1942, between THE CITY OF SAN DIEGO, a municipal corporation, acting by and through its Harbor Commission, herein-after called "City", first party, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, hereinafter called "Railway Company", second party.

RECITALS:

By an instrument in writing dated November 12, 1919, pursuant to authorization contained in Ordinance No. 7847 of the ordinances of the City passed and adopted on September 25, 1919, the City leased to the Railway Company certain tidelands therein more fully described. Said lease, which bears Official Document No. 127750 and is recorded in

Book 3, page 356, et seq., Records of the City Clerk, is designated in the records of the Railway Company as Contract Secretary's No. 18019, and for convenience is hereinafter referred to as "Original Lease."

Subsequently, by instruments in writing dated May 27, 1941, and December 31, 1941, designated in the records of the Railway Company as Contract Secretary's Nos. 18019-A and 18019-B, respectively, the Original Lease was modified and amended in the particulars therein set forth.

It is now the desire of the parties to further modify and amend the Original Lease as hereinafter stated.

AGREEMENT:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

That the Original Lease is hereby further modified and amended in the following respects, to-wit:

That there is eliminated from the leased premises the following described parcel of land:

Beginning at a point in the Mean High Tide Line of the Bay of San Diego, as established in the action entitled City of San Diego vs. Arrow Packing Company, a corporation, et al., in Case No 35473 of the Superior Court of the State of California in and for the County of San Diego, said point being the southeasterly corner of Parcel No. 5 of the lands conveyed to the City of San Diego by deed recorded in Book 1285, page 78 of Official Records of San Diego County; thence along said Mean High Tide Line south 82° 37' 40" east 62.802 feet; thence south 82° 51' 40" east 100.031 feet; thence south 81° 28' 40" east 100.00 feet; thence south 81° 53' 40" east 46.29 feet; thence leaving said Mean High Tide Line south 66° 10' 30" east 101.48 feet to a point distant 5 feet northeasterly at right angles from the southwesterly line of said parcel of Tide Lands leased to The Atchison, Topeka and Santa Fe Railway Company; thence parallel with said southwesterly line south 81° 25' 40" east 229.42 feet; thence along a curve to the right with a radius of 2819.93 feet through an angle of 9° 38' 25" a distance of 474.47 feet; thence from a tangent which bears south 71° 47' 15" east along a curve to the left with a radius of 28.5 feet, through an angle of 63° 21' 30", a distance of 31.52 feet to a point in the southerly production of the westerly line of 28th Street; thence north 89° 28' 20" east 20.87 feet to said Mean High Tide Line; thence along said Mean High Tide Line south 70° 29' 40" east 41.65 feet to the southerly production of the easterly line of 28th Street; thence along said southerly production of easterly line south 0° 31' 40" east 18.49 feet; thence from a tangent which bears south 30° 06' 55" east along a curve to the left with a radius of 46 feet; through an angle of 39° 12', a distance of 31.47 feet to said southwesterly line of the parcel leased to said Railway Company; thence along said southwesterly line from a tangent which bears north 69° 18' 55" west on a curve to the left with a radius of 2814.93 feet through an angle of 12° 06' 45" a distance of 595.08 feet; thence continuing along said southwesterly line north 81° 25' 40" west 355.84 feet; thence along a curve to the right with a radius of 1450 feet, through an angle of 11° 09' 25" a distance of 282.35 feet to the point of beginning; containing an area of 0.351 of an acre, more or less.

It is further understood and agreed that all of the terms and conditions of the Original Lease, except as heretofore and hereinabove specifically modified, shall continue in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names, as and for the act of said City, and said The Atchison, Topeka and Santa Fe Railway Company has caused this agreement to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, as of 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
of The City of San Diego.

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY;
By F. G. GURLEY
Its Vice-President
J. F. DuPAUL City Attorney
By H. B. DANIEL
Assistant

ATTEST: C. W. JONES
Its Assistant Secretary (SEAL)

I hereby approve the form of the foregoing Agreement this 16th day of June, 1943.

STATE OF CALIFORNIA)
County of San Diego) ss

On this 10th day of June, A.D. 1943, before me, Zola E. Gartner, a Notary Public in and for said County, personally appeared R. H. Van Deman, Emil Klicka, and Wm. E. Harper, known to me to be the members of the Harbor Commission of The City of San Diego, known to me to be the persons who executed the within instrument on behalf of The City of San Diego; the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL) ZOLA E. GARTNER
Notary Public in and for the County of San Diego,
My Commission expires July 8-1943 State of California

STATE OF ILLINOIS)
County of Cook) ss

On this 14th day of April in the year one thousand nine hundred and forty-three, before me, George L. Garver, a Notary Public in and for the County of Cook, State of Illinois, personally appeared F. G. Gurley, known to me to be the Vice-President of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

(SEAL) GEORGE L. GARVER
Notary Public in and for said County of Cook
State of Illinois

STATE OF CALIFORNIA)
County of Los Angeles) ss
On this 23rd day of April in the year one thousand nine hundred and forty-three, before me, S. A. Forrester, a Notary Public in and for said County of Los Angeles, State of California, personally appeared C. W. Jones, known to me to be the Assistant Secretary of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed the said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.
(SEAL) S. A. FORRESTER
Notary Public in and for said County of Los Angeles
State of California
Approved as
to form by 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 Supplemental Agreement covering Modification of Tideland Lease with A. T. & S. F. Railway Company; being Document No. 343917.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tolson Deputy

KNOW ALL MEN BY THESE PRESENTS, That NATIONAL IRON WORKS, as Principal and AMERICAN SURETY COMPANY OF NEW YORK, 100 Broadway, 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 NINETY-ONE Dollars (\$1291.00), 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 June, 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: 8 - 30" cast iron saucer valves with covers, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.
ATTEST: C. B. PHINNEY
NATIONAL IRON WORKS (SEAL)
L. F. BOTHELL Vice President
Principal.
AMERICAN SURETY COMPANY OF NY (SEAL)
By E. T. STARKE
Attorney-in-fact
I hereby approve the form of the within Bond, this 15th day of June, 1943.
J. F. DuPAUL City Attorney
By H. B. DANIEL
Assistant City Attorney
I hereby approve the foregoing bond this 16th day of June, 1943.
WALTER W. COOPER City Manager
By GLENN RICK

STATE OF CALIFORNIA)
County of San Diego) ss
On this 14th day of June in the year One Thousand Nine Hundred and Forty-three before me Grace Lorraine Moore a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the Attorney-in-Fact of the American Surety 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) GRACE LORRAINE MOORE
Notary Public in and for the County of San Diego
State of Calif.
My Commission expires May 6, 1945

STATE OF CALIFORNIA,)
County of San Diego,) ss
On this 14th day of June, 1943, before me, Grace Lorraine Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared L. L. Bothell known to me to be the Vice President of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.
(SEAL) GRACE LORRAINE MOORE
Notary Public in and for the County of San Diego,
State of California
My Commission expires May 6, 1945

CONTRACT
THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 14th day of June, 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 NATIONAL IRON WORKS, 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: 8 - 30" cast iron saucer valves with covers, in accordance with the specifications therefor on file

in the office of the City Clerk of said City under Document No. 343351
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

8 - 30" saucer valves, with CI covers, @ \$626.35 ea \$5010.80
Plus 3% California State Sales Tax 150.32
\$5161.12

Said contractor agrees to begin delivery of said material within 20 days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of September, 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: Five Thousand One Hundred Sixty-one and 12/100 Dollars (\$5161.12), said payments to be made as follows:

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

Said contractor hereby agrees that 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. 78283 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
By GLENN RICK
NATIONAL IRON WORKS (SEAL)
L. L. BOTHELL, Vice President
Contractor

ATTEST:
C. B. PHINNEY

I hereby approve the form and legality of the foregoing contract this 15th day of June, 1943.

J. F. DuPAUL 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 National Iron Works for 8 - 30" cast iron saucer valves with covers; being Document No. 343921.

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 conversion of existing store building into living quarters

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss
City of San Diego)

Charles C. Crouch, after being first duly sworn, for himself deposes and says:
That I am the owner of the hereinafter described real property; Lots Fifteen (15) and Sixteen (16) (except east forty five (45) feet) Block Thirty five (35) Subdivision Normal Heights, located at 3102 Madison Avenue;

That I desire to convert an existing store building on the above described property into living quarters and have applied for a zone variance under application No. 1775;

That I, in consideration of approval granted by the City of San Diego to convert the store building into living quarters under Resolution of the Zoning Committee, No. 286, dated May 20, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the north five (5) feet of the south fifteen (15) feet, except the east forty five (45) feet of Lot fifteen (15) Block thirty five (35) Normal Heights adjacent to the building will be left open and unobstructed to the sky at all times to serve as a rear yard for the above mentioned building;

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.

CHARLES C. CROUCH
Bank of America Bldg.

On this 27th day of May A.D. Nineteen Hundred and Forty-three, before me, Grace Paulson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles C. Crouch known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at

my office in San Diego County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

RECORDED JUN 4 1943 5 min. past 11 A.M. in Book 1500 at page 415 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

M. MOREFIELD

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement from Charles C. Crouch re conversion of store building into living quarters at
3102 Madison Avenue; being Document No. 343643.

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, County of San Diego, State of California, this 17th day of June, 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 thereof, the party of the first part, hereinafter sometimes designated as the City, and W. D. HAXTON party 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 and complete all of the scheduled items or classes of work in the San Diego Sea Food Mart located at 905-965 West Harbor Drive, and on the adjacent areas thereto 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 28th day of May, 1943, marked "Document No. 343644 and endorsed: "Plans and Specifications for scheduled items in the San Diego Sea Food Mart and the adjacent areas," said plans consisting of five 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 Forty-one thousand one hundred ninety-five Dollars (\$41,195.00).

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 Forty-one thousand one hundred ninety-five Dollars in accordance with the bid of said Contractors contained in Document No. 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 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 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 by this contract, they will conform to and abide by all the requirements and provisions of the Charter of the City of San Diego; and 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
Asphalt raker and ironer	9.00
Blacksmith	11.00
Blademan	11.00
Bulldozer operator	12.00
Bulldozer operator (over 50 H.P.)	13.00
Carpenter	10.80
Caulker using tools	9.00
Cement finisher	12.00
Cement finishing machine operator	12.00
Clerk	8.00
Compressor operator	10.00
Concrete mixerman (10 cu. ft. & under)	11.00
Concrete mixerman (paving type)	13.00
Concrete mixerman (mobile type)	12.00
Concrete spreader	7.00
Concrete stamper	7.00
Crane operator	12.00
Coverman	8.00
Driller	9.80
Drill sharpener	7.00
Electrician	12.00
Engineer (hoisting)	11.00
Form setter	9.00
Guniting foreman	12.00
Gunman	9.00
Glaziers	10.80
Jackhammerman	9.00
Kettleman (lead, asphalt or tegul)	8.00
Laborer, common	7.00
Lather foreman	14.00
Lathers	13.00
Materialman	7.00
Mixerman	8.20
Nozzleman	11.00
Nozzleman Helper	8.00
Powderman	9.80
Plumber	12.00
Pump operator	10.00
Plaster	13.00
Plaster tender	11.80
Painter	10.80
Roadgrader operator	11.00
Roller operator	11.00
Roofer	10.00
Rodman	11.00
Reboundman	7.00
Spray painter	10.80
Shovel operator or dragline (less than 1 cu.yd.)	13.00
Shovel operator or dragline (over 1 cu.yd.)	14.00
Shovel fireman and watchman	9.00
Shovel oiler	9.00
Teamster	7.40
Tarman and mortarman	8.00
Tractor operator with attachment	12.00
Timekeeper	7.00
Truck driver (less than 6 tons)	7.60
Truck driver (6 to 15 tons)	8.00
Watchman	7.00
Welder	14.00
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 \$7.00 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 or 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

Members of the Harbor Commission,

Party of the First Part.

W. D. HAXTON 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 June, 1943.

J. F. DuPAUL

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 W. D. HAXTON as principal, and GENERAL CASUALTY CO. OF AMERICA a corporation organized and existing under and by virtue of the laws of the State of Washington, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of FORTY-ONE THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS (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 18th day of June, 1943.

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 and complete certain scheduled items or class of work in the San Diego Sea Food Mart and on the adjacent areas, 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 28th day of May, 1943, marked "Document No. 343644" and endorsed: "Plans and Specifications, scheduled items, San Diego Sea Food Mart and adjacent areas," 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.

W. D. HAXTON

Principals.

GENERAL CASUALTY COMPANY OF AMERICA

By H. B. BENNETT Attorney-in-fact
Surety (SEAL)

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 June, 1943.

J. F. DuPAUL

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 June, 1943.

R. H. VAN DEMAN

EMIL KLICKA

Harbor Commission, City of San Diego

STATE OF CALIFORNIA COUNTY OF SANDIEGO ss.

On this 18th day of June, 1943, personally appeared before me H. B. BENNETT the Attorney-in-fact of the General Casualty 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 General Casualty 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 or rescinded.

FRANK FIEGER

Notary Public San Diego Co., California

(SEAL)

My Commission expires March 24, 1946

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, that W. D. Haxton as principals, and General Casualty Co. of America a corporation organized and existing under and by virtue of the laws of the State of Washington, as surety, are held and firmly bound unto the City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of FORTY-ONE THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS (\$41,195.00) (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 18th day of June, 1943.

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 and complete certain scheduled items or class of work in the San Diego Sea Food Mart and on the adjacent areas, 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 28th day of May, 1943, marked "Document No. 343644", and endorsed: "Plans and Specifications for scheduled items, San Diego Sea Food Mart and Adjacent Areas," 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 THOUSAND FIVE HUNDRED NINETY-EIGHT (\$20,598.00), (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.

W. D. HAXTON

Principals

GENERAL CASUALTY COMPANY OF AMERICA

By H. B. BENNETT Attorney-in-fact

Surety

(SEAL)

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 June, 1943.

J. F. DuPAUL 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 17th day of June, 1943.

R. H. VAN DEMAN

EMIL KLICKA

Harbor Commission, City of San Diego

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 18th day of June, 1943, personally appeared before me H. B. Bennett the Attorney-in-fact of the General Casualty 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 General Casualty 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 or rescinded.

FRANK FIEGER

Notary Public San Diego Co., California

(SEAL)

My commission expires March 24, 1946.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with W. D. Haxton for completion of San Diego Sea Food Mart and adjacent area; being Document No. 343952.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 15th day of June, 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, and ROBERT A. J. LINDSTROM, herein designated as the Lessee, WITNESSETH:

THAT WHEREAS, on the 5th day of May, 1943, the City and said lessee entered into a lease agreement for the rental and operation of the dressing rooms situated on the west or Pacific Ocean side of the Mission Beach Plunge and Bath House, which said agreement is on file in the office of the City Clerk of said City under Document No. 343445, and is recorded in Book 13, page 487, Records of said City Clerk; and

WHEREAS, the parties hereto desire to extend the term of said lease agreement;

NOW, THEREFORE, in consideration of the premises the parties agree together as follows:

That the term of the lease agreement referred to in the preamble hereof, which, according to the terms of said agreement ends on the 15th day of June, 1943, is hereby extended to June 30, 1943.

That in all other respects the terms and conditions of said lease agreement shall remain in full force and effect.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to Resolution No. 78354, adopted on the 15th day of June, 1943, authorizing such execution, and the said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

R. A. J. LINDSTROM

Lessee

I hereby approve the form of the foregoing Agreement this 15th day of June, 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 Agreement with Robert A. J. Lindstrom for rental of dressing rooms in Mission Beach bath house; being Document No. 343959.

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

By Francis T. [Signature] Deputy

KNOW ALL MEN BY THESE PRESENTS:

That we, DALEY CORPORATION as Principal, and the PACIFIC EMPLOYERS INSURANCE COMPANY, a corporation created, organized and existing under and by virtue of the laws of the State of California, and duly licensed to transact a general surety business in the State of California, as Surety, are held and firmly bound to THE CITY OF SAN DIEGO in the sum of TEN THOUSAND AND NO/100 Dollars (\$10,000.00), lawful money of the United States of America, to be paid to the said City of San Diego for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally, firmly by these presents.

The condition of the above obligation is such, That
WHEREAS, the above bounded Principal has entered into a Contract dated June 23rd, 1943, with said City of San Diego to do and perform the following work to wit:
Garbage Disposal Contract Documentary #343371 as will more fully appear from said Contract, reference to which is hereby made.
NOW THEREFORE, if the above bounded Principal shall well and truly perform the work contracted to be done under said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at San Diego this 16th day of June, 1943.

G. R. DALEY

PACIFIC EMPLOYERS INSURANCE COMPANY
By ROBERT F. DRIVER Attorney-in-Fact
(SEAL)

STATE OF CALIFORNIA }
County of San Diego } ss

On this 16th day of June, 1943, before me Richard M. Bowen, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Robert F. Driver known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Pacific Employers Insurance Company, and acknowledged to me that he subscribed the name of Pacific Employers Insurance Company thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) Notary Public in and for the State of California,
My commission expires May 26, 1947 County of San Diego
I hereby approve the form of the within Bond, this 18th day of June, 1943.
J. F. DuPAUL City Attorney
By H. B. DANIEL
Asst. City Attorney

APPROVED JUN. 19, 1943
WALTER W. COOPER City Manager

KNOW ALL MEN BY THESE PRESENTS:

That we, DALEY CORPORATION as Principal, and the PACIFIC EMPLOYERS INSURANCE COMPANY, a corporation created, organized and existing under and by virtue of the laws of the State of California, and duly licensed to transact a general surety business in the State of California, as Surety, are held and firmly bound to THE CITY OF SAN DIEGO in the sum of TEN THOUSAND AND NO/100 Dollars (\$10,000.00), lawful money of the United States of America, to be paid to the said City of San Diego for which payment, well and truly to be made, we bind ourselves, our heirs, executors and successors, jointly and severally, firmly by these presents.

The condition of the above obligation is such, That
WHEREAS, the above bounded Principal has entered into a Contract dated June 23rd, 1943, with the City of San Diego, wherein said Principal is bounded to the completion of a Contract described as follows:
Garbage Disposal Contract Documentary #343371 as will more fully appear from said Contract, reference to which is hereby made.

NOW, THEREFORE, if the said City of San Diego shall sustain no pecuniary loss by reason of claim which may be asserted against it by parties claiming to have been damaged by reason of said Principal's operations of said Contract, then this obligation shall be null and void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the seal and signature of the said Principal is hereto affixed and the corporate seal and name of the said Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at San Diego this 16th day of June, 1943.

G. R. DALEY

PACIFIC EMPLOYERS INSURANCE COMPANY
By ROBERT F. DRIVER Attorney-in-Fact
(SEAL)

STATE OF CALIFORNIA }
County of San Diego } ss

On this 16th day of June, 1943, before me Richard M. Bowen, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Robert F. Driver known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Pacific Employers Insurance Company, and acknowledged to me that he subscribed the name of Pacific Employers Insurance Company thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) Notary Public in and for the State of California
My Commission expires May 26, 1947 County of San Diego
I hereby approve the form of the within Bond, this 18th day of June, 1943.
J. F. DuPAUL City Attorney
By H. B. DANIEL
Asst. City Attorney

APPROVED JUN 19 1943
WALTER W. COOPER City Manager

CONTRACT FOR THE DISPOSAL OF GARBAGE

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 15 day of June, 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 DALEY CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of California, the party of the second part, hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the mutual promises, matters and things hereinafter recited, the parties hereto agree together as follows:

I.

That the Contractor will dispose of, or cause to be disposed of, all garbage and market refuse which the City may deliver at the City garbage hoppers located on the tidelands at or near the southerly end of Eighth Avenue, San Diego, or at any other stations located within the City limits designated by the City Manager and the Department of Public Health of the City, and that such disposal shall be at the times and in the manner required by the specifications for the disposal of garbage and market refuse in The City of San Diego filed in the office of the City Clerk of said City May 10, 1943, bearing Document No. 343371, and by reference thereto the same are hereby made a part hereof the same as though fully set out herein.

The Contractor specifically covenants and agrees with the City that it will be bound by every term, condition and requirement contained in said specifications.

II.

It is understood and agreed that in the event the Contractor, during any period while this contract is in force, shall be unable to dispose of the garbage and market refuse delivered to it by the City for disposal hereunder, by feeding the same to hogs, by reason of the disease known as the "hoof and mouth" disease, cholera, or the presence of any contagious and communicable diseases among hogs which would make the spread of said diseases dangerous in said community; or for the further reason that such hogs may be quarantined by the Department of Public Health, or in the event of any order of the Department of Public Health that said garbage and market refuse shall not be disposed of to said hogs on account of disease, then the Contractor shall be released from the provisions of this contract solely and only to the extent that it shall not, for the length of time that such diseases prevail, or ranches or farms upon which they are located are under quarantine for such contagious or communicable diseases, be required to pay the City any sum for the delivery of said garbage and market refuse; it being understood, however, that notwithstanding said quarantine and the inability of the Contractor to dispose of such garbage and market refuse by feeding the same to hogs, on account of and for the reason of disease among them, nevertheless the Contractor shall be bound to continue to accept the delivery of said garbage and market refuse, and dispose of, or cause the same to be disposed of, beyond the corporate limits of The City of San Diego, in a manner satisfactory to the Department of Public Health of the City and the City Manager.

III.

The Contractor agrees to pay to the City for all garbage or market refuse delivered to it, as herein provided, the price per ton based on and pursuant to the following conditions and schedule:

When the market price of hogs shall be less than four cents (4¢) per pound, live weight, no payments will be required from the Contractor to the City for any of the garbage and market refuse delivered to it.

When the price of live hogs on the Los Angeles market shall reach a price of four cents (4¢) or more per pound, live weight, the Contractor shall pay to the City for all garbage and market refuse thereafter delivered amounts per ton from ten cents (10¢) to ninety cents (90¢), scaled according to said market price as follows:

4 cents and less than 6 cents per pound	\$0.10 per ton for garbage
6 cents and less than 7 cents per pound	\$0.20 per ton for garbage
7 cents and less than 8 cents per pound	\$0.30 per ton for garbage
8 cents and less than 9 cents per pound	\$0.40 per ton for garbage
9 cents and less than 10 cents per pound	\$0.40 per ton for garbage
10 cents and less than 11 cents per pound	\$0.50 per ton for garbage
11 cents and less than 12 cents per pound	\$0.50 per ton for garbage
12 cents and less than 13 cents per pound	\$0.60 per ton for garbage
13 cents and less than 14 cents per pound	\$0.70 per ton for garbage
14 cents and less than 15 cents per pound	\$0.70 per ton for garbage
15 cents and less than 16 cents per pound	\$0.80 per ton for garbage
16 cents and less than 18 cents per pound	\$0.90 per ton for garbage
Over 18 cents per pound	\$0.90 per ton for garbage

The market price of hogs per pound live weight shall be determined and based upon the average market price quoted by the Los Angeles Live Stock Market on hogs weighing from 150 pounds to 200 pounds.

Payments shall be made by the Contractor to the City not later than the fifteenth of each and every month for all garbage and market refuse delivered to the Contractor hereunder during the preceding month; and it is understood that said monthly payments shall be based on the average market price of hogs per pound, live weight, during each month of delivery, as evidenced by said market prices.

IV.

The Contractor specifically agrees that if at any time during the life of this contract it shall fail or neglect to perform any of the conditions, requirements or obligations hereof, and such failure, omission or neglect be not immediately corrected, upon written notice from the City thereof, then and in that event the City Manager may terminate this contract by a notice in writing served upon the Contractor, which notice shall state the reasons or grounds for such termination, and the City shall not be liable for any loss or damage suffered or sustained by the Contractor on account of such termination.

The term of this contract shall be limited to five years from June 23, 1943.

It is understood and agreed by the said parties that the said City may terminate this contract at any time by giving nine (9) months notice of such termination to the Contractor, without any liability for costs, damages or otherwise upon the City.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 78318 of the Council authorizing such execution, and the Contractor has caused this contract to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO,

By: WALTER W. COOPER

City Manager

ATTEST:

C. D. MOORE

DALEY CORPORATION,

By: G. R. DALEY,

President

I HEREBY APPROVE the form and legality of the foregoing Contract this 16th day of June, 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 Daley Corporation for disposal of garbage; being Document No. 343961.

FRED W. SICK.

City Clerk of the City of San Diego, California

By _____ Deputy

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA, THE CITY OF SAN DIEGO, AND THE STATE OF CALIFORNIA, PROVIDING FOR THE CONSTRUCTION OF A TRUNK SEWER SYSTEM ACROSS AND IN THE STREETS OF THE CITY OF SAN DIEGO, CALIFORNIA

THIS AGREEMENT, made and entered into this 6th day of November, 1942, by and between 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 designated as the "Government", THE CITY OF SAN DIEGO, a chartered municipal corporation of the State of California, hereinafter designated as "San Diego", and THE STATE OF CALIFORNIA acting by and through its Department of Public Works, hereinafter designated as the "State".

WITNESSETH:

RECITALS

A.

The Government, acting through its Navy Department, is now engaged in the construction of several large housing projects, and Naval Training and Headquarters establishments in The City of San Diego. The large and increased number of persons in San Diego, due to the influx of employees at the aircraft factories engaged in the construction of equipment for the Government, has caused the need of increasing sewage facilities and the construction of a trunk line sanitary sewer.

B.

The Works Projects Administration, under City of San Diego sponsorship, has approved the project for the construction of said sewer, and to facilitate the completion of this work in a more rapid manner, the Government proposed to accomplish this work by an addition to Contract NOy-4382, dated October 4, 1940, designated as "Change K", (Project 112) dated June 11, 1942.

C.

It is essential that this work be done immediately for the health and sanitation of the population of The City of San Diego and its many Government employees. The City of San Diego and the State 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 enter upon and excavate certain streets within their respective jurisdictions for immediate construction of said sanitary sewer. The City of San Diego has been allotted funds by the FWA for the construction of a part of this work but does not have available funds, or men and equipment, to facilitate the immediate construction of all of said work.

D.

The Government by and through its Navy Department is able and willing to provide funds for the construction of said work, consisting of the removal of pavement, excavation of trenches and tunnels and shoring of the same, furnishing and laying of pipe, and the backfilling of the trenches, and the repaving over the trenches for that portion of the trunk sanitary sewer system described herein.

The City of San Diego, through Resolution No. 76860, dated May 5, 1942, authorized and empowered the City Manager thereof to enter into an agreement with the United States of America, acting through the Navy Department, to provide for the construction of sanitary sewer facilities at the locations hereinafter described.

NOW, THEREFORE, in consideration of the premises, the parties hereto have agreed, and do by these presents agree, that The Government, the City of San Diego, and the State, 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.

I.

GENERAL DESCRIPTION AND LOCATION
OF THE WORK TO BE DONE

The work of constructing the sanitary sewer system under the terms of this agreement consists of the cutting and removal of pavement; the excavation of trenches and tunnels and shoring of same; the furnishing and laying of the pipe; the removal of shoring and backfilling of trenches, tamping and flooding of same, and the rolling of subgrade and paving of trenches after work is completed, commencing at the intersection of Kurtz Street and Rosecrans Street; thence southwesterly in Rosecrans Street to Evergreen Street; thence southerly through the United States Navy Housing Project and over Public rights of way to the intersection of Lytton Street and Barnett Avenue; thence southwesterly through the United States Naval Training Station to Lowell Street; thence in a general southwesterly direction in Lowell Street, Scott Street, Carleton Street, Shafter Street and San Antonio Avenue, and along, over and across Public rights of way and Municipal Tidelands of the City of San Diego to the northerly line of the United States Military Reservation on Point Loma.

The City of San Diego and the State approve and agree to the improvements on the portions of the above named streets under their respective jurisdictions, subject to the specifications as approved by the above named parties. The location of tunnels and trenches for the various sized pipe are shown on the attached map.

II

EASEMENTS AND RIGHTS OF WAY

The City of San Diego and The State agree to and do hereby grant to the Government permission to operate on any and all of the above named streets. It is understood and agreed that all work shall conform to the requirements of The City of San Diego and State 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 this 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.

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 width hereinafter mentioned and to the depth shown on the profiles and plans; the shoring of the trench; the furnishing and placing of the pipe; the backfilling of the trench; the tamping, flooding

and rolling of the backfill; the removal of the 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 has been laid; the removal of the shoring to be optional with the contractor, except that such shoring shall be removed on all portions of the work within the right of way of any State highway covered by this agreement.

The width of the trenches and tunnels for the various sizes of pipe, in the interceptor line, allowing sufficient room for shoring and cribbing, from bank to bank and from the bottom of the excavation to the top of the excavation, shall be approximately as follows:

Size of Pipe	Width of Trench	Height and Width of Tunnel
60 inches	100 inches	100 inches
51 inches	91 inches	100 inches
45 inches	85 inches	100 inches
36 inches	80 inches	100 inches
27 inches	60 inches	72 inches
24 inches	48 inches	72 inches
21 inches	48 inches	72 inches
18 inches	45 inches	72 inches

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 City of San Diego, if and when requested by the Government, for all construction work to be done within its incorporated limits. All plans and specifications furnished for the work shall be subject to the approval of the City of San Diego and the State, and the same shall be furnished without expense to the Government or the State.

V

CONSTRUCTION AND SUPERVISION

The Government by and through its Navy Department shall inspect all construction performed under the terms of this agreement and shall furnish all funds, labor and materials necessary for the completion of the work under this agreement. The City of San Diego will furnish competent inspectors as required by the Government on all of the construction work performed under this contract without cost to the Government.

The estimated cost of all construction work to be done by the Government is Four Hundred Thousand Dollars (\$400,000). It is specifically understood and agreed, however, by all parties hereto that such sum is an estimate only and that nothing herein contained shall be interpreted to bind or obligate the Government in any way to spend that amount, or any other certain amount, upon any construction involved in the contemplated project, or any portion thereof, and the parties hereto understand and agree that the Government may proceed with such construction and make expenditures therefor at such times and in such amounts as Governmental convenience and available funds may determine.

It is understood and agreed that neither the City of San Diego nor the State of California shall be obligated to expend or furnish any funds in connection with such construction to be done by the Government as outlined above.

The State of California shall not be obligated to furnish any funds whatsoever for this work.

VI

MAINTENANCE

The City of San Diego agrees to maintain all of the streets shown on the plans, except those streets or portions thereof which are being maintained by the State, and 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 this Contract.

The City and the Government agree to exercise reasonable care to maintain properly any encroachment placed by them in the highway and to exercise reasonable care in inspecting for and repairing and making good any injury to any portion of the highway, 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 highway or as a result of the work done under this agreement, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.

VII

POLICING AND TRAFFIC CONTROL

The City of San Diego shall furnish all necessary policing and traffic control of the streets and watchmen on the trenches after they are excavated. The Government agrees to furnish such safety barricades, lights, signs, flagmen and watchmen as are necessary around the actual excavation equipment.

Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed with red lights at night, also flagmen employed, all as may be required by the particular work in progress.

All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.

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 of the facility covered by this agreement, occasioned in whole or in part by the acts or omissions of the United States, its officials, agents and employees, 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 San Diego and the State of California, in whole or in part as the circumstances warrant.

VIII

AFFECT OF EXISTING RIGHTS

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

XI

TERMINATION OF LIABILITY

The City of San Diego and the California Department of Public Works each agree that they will, immediately upon the completion of the work herein contemplated, make an inspection of the streets and highways which have been opened up by trenching operations and subsequently re-surfaced, and inform the Government, in writing, whether the repair work is satisfactory. Upon completion and acceptance of the work herein contemplated, all rights, title and interest in and to said sewer line except that portion thereof on land comprising the U. S. Naval Training Station, shall vest in the City of San Diego in consideration of which no further liability shall attach to the Government as a result of the maintenance and operation of said sewer line nor for the construction or repair of any of the highways and streets or their appurtenances herein referred to.

X.

CONGRESSIONAL CLAUSE

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.

Date November 6, 1942

UNITED STATES OF AMERICA

By JAMES J. CONWAY

By direction of the Chief of the Bureau of Y & D acting under the direction of the Secretary of the Navy

Date May 26 1942

STATE OF CALIFORNIA acting by and

through its Department of Public Works

By FRANK W. CLARK Director of Public Works

5/26/42

Date August 28th 1942

THE CITY OF SAN DIEGO, CALIFORNIA

By WALTER W. COOPER Under authority of a Resolution adopted May 5 1942

ATTEST: FRED W. SICK

City Clerk (SEAL)

APPROVED AS TO FORM AND PROCEDURE

FRANK B. DURKEE

Attorney, Division of Contracts and Rights of Way

APPROVED: G. T. McCOY

Asst. State Highway Engineer

JACOB WEINBERGER, City Attorney

By H. B. DANIEL

Asst. City Attorney

(Map attached to Agreement)

(Copy Resolution No. 76860 attached to Agreement)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement (except Map and Resolution No. 76860) with United States for construction of trunk sewer system in streets of the City; being Document No. 341422.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm 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 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 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 June, 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 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. W. CANNON

Secretary

(SEAL)

ATTEST: _____

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice President in Charge of Sales

Principal

THE CENTURY INDEMNITY COMPANY

By PAUL WOLCOTT

Attorney-in-Fact

Surety

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 5th day of June, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL)

FRANCES S. BOWERS

Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 16th day of June, 1943.

J. F. DuPAUL, 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. 78254 passed and adopted on the 25th day of May, 1943, require and fix the sum of \$68.00 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.

College Park Lighting District No. 1

THIS AGREEMENT, made and entered into this 22nd day of June, 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:

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, 1943, to-wit, to and including May 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 College Park Lighting District No. 1", filed March 12, 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 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. HOLLOSAY
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
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

I hereby approve the form of the foregoing Contract, this 16 day of June, 1943.
J. F. DuPAUL, 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 Collete Park Lighting District No. 1; being Document No. 343915.

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

NOTICE OF RENEWAL

APL-2125
May 20 1943

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 64.82 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, 1943, and ending June 30, 1944, inclusive.

The considerations, acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein,

shall remain in full force and effect for the said extended period, except as otherwise modified.

This renewal is conditioned upon the passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States upon failure of Congress so to appropriate.

Very truly yours,
CHARLES G. BLUMER

Acting Chief, Office of Plant and Operation

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal of Lease with United States Department of Agriculture covering Experimental Station on portions of Pueblo Lots 1330 and 1326; being Document No. 343584.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

UNITED STATES DEPARTMENT OF AGRICULTURE
SUPPLEMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 12th day of May, nineteen hundred forty-three, by and between THE CITY OF SAN DIEGO, whose address is San Diego, California, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government: WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into a certain lease, dated June 14, 1939, wherein the Lessor leased to the Government a certain tract of land, as more particularly described in the said lease, and containing approximately 67.19 acres of land, for the period beginning July 1, 1939, and ending June 30, 1940, the terms and conditions of which said lease have been extended to June 30, 1943; and

WHEREAS, it is the desire of the parties hereto to amend said lease by decreasing the amount of land to be occupied by the Government;

NOW, THEREFORE, it is mutually understood and agreed by and between the parties hereto that the said lease shall be, and the same is hereby amended by the releasing by the Government of certain land held under said lease, and amending said lease to describe the lands therein described to read as follows:

Those portions of Pueblo Lots 1330 and 1326 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, being Miscellaneous Map No. 36, on file in the office of the County Recorder of said County of San Diego, bounded and described as follows:

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

Commencing at a point on the northerly line of said Pueblo Lot 1330 distant therealong 89.12 feet south 89° 36' 55" east from the northwesterly corner of said Pueblo Lot 1330; thence south 10° 00' 40" east a distance of 471.52 feet to the northwesterly corner of that portion of said Pueblo Lot 1330 described in the Lease to the United States of America dated June 14, 1939, filed August 9, 1939, under Document No. 315131 in the office of the City Clerk of said City of San Diego; thence continuing south 10° 00' 40" east a distance of 217.68 feet to the TRUE POINT OF BEGINNING; thence south 70° 00' 40" east a distance of 204.96 feet to the point of a tangent curve concaved westerly having a radius of 203.00 feet; thence southeasterly, southerly and southwesterly along the arc of said curve through a central angle of 103° 08' 00" a distance of 365.40 feet to a point of compound curvature; thence southwesterly and westerly along the arc of a curve having a radius of 320.00 feet through a central angle of 45° 11' 15" a distance of 252.37 feet to a point on the westerly line of the land described in the lease filed under said Document No. 315131, the center of said last described curve bears north 11° 41' 25" west from the last described point; thence north 10° 00' 40" west along the westerly line of the land described in the lease filed under said Document No. 315131, a distance of 518.14 feet to the true point or place of beginning; the area of said above-described excepted parcel of land being 2.37 acres.

This agreement is effective May 1, 1943.

It is further mutually understood and agreed by and between the said parties that all of the other terms, conditions and provisions of said lease shall be and remain in full force and effect as therein provided.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, hereunto duly authorized, and the Government has caused this agreement to be executed on behalf of the United States of America by its undersigned duly authorized official, the day and year first hereinabove written.

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

THE UNITED STATES OF AMERICA
By CHARLES G. BLUMER
Acting Chief, Office of Plant and
Operation
May 12 1943

(SEAL)

I hereby approve the form of the foregoing Supplemental Agreement 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 Supplemental Agreement from the United States Department of Agriculture for use of portions of Pueblo Lots 1330 and 1326; being Document No. 343725.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 Dollars (\$12,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 16th day of June, 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, from time to time, as ordered or required by the City:

Richfield Ethyl Gasoline (78 octane minimum)
Hi-Octane Gasoline (72 octane minimum)
Flash Gasoline (64 octane minimum)

during the period beginning July 1, 1943 and ending June 30, 1944, 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.

RICHFIELD OIL CORPORATION
By E. C. WINDER
For General Sales Manager

Principal

(SEAL)
ATTEST: LEONARD SWITZER
Assistant Secretary

SAINT PAUL-MERCURY INDEMNITY COMPANY
M.E. DITTMAN
Its Attorney-in-Fact

Surety.

(SEAL)
ATTEST: _____

I hereby approve the form of the within Bond, this 21st day of June, 1943.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 21st day of June, 1943.

WALTER W. COOPER
City Manager.

STATE OF CALIFORNIA.)
County of Los Angeles) ss

On this 16th day of June 1943, 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 there-to as Surety, and his own name as Attorney-in-Fact.

PAUL W. ROSTER JR.
Notary Public

(SEAL)
My Commission expires July 26, 1945

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 16 day of June, 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 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 (72 octane minimum) and
Flash gasoline (64 octane minimum),

during the period beginning July 1, 1943 and ending June 30, 1944.

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. 343354.

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..... \$0.1028
Hi-octane gasoline(second structure) \$0.0928

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) \$0.0903

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, 1943 to June 30, 1944, 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. 78285 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, Contractor
By E. C. WINDER
For General Sales Manager
J. F. DuPAUL, City Attorney,
By J. H. McKINNEY
Deputy City Attorney

(SEAL)
ATTEST: LEONARD SWITZER

I HEREBY APPROVE the form of the foregoing Contract this 21st day of June, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Richfield Oil Corporation for furnishing the City's requirements of gasoline; being Document No. 343970.

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, Anthony and Marie T. Marassi is the owner of Lot 7 - 8 - 9 - 10, Block 79, in Power's Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17 day of May 1943, by Anthony Marassi that he will; for and in consideration of the permission granted to remove 16 feet of curbing on K Str between 30th St and 29th st, 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 agree that this agreement shall be binding on Anthony Marassi heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ANTHONY MARASSI
2961 K Str.

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

On this 19 day of May, A.D. Nineteen Hundred and 43, before me, Emory Skaggs, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Anthony Marassi known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 September 19, 1946 State of California

I HEREBY approve the form of the foregoing agreement this 10th day of June, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 17 1943 55 min. past 1 P.M. in Book 1517 at page 151 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Anthony Marassi; being Document No. 343822.

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, Roy B. Miller is the owner of Lots 26 and 27 Block 43, of Fairmount Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of June, 1943, by Roy B. Miller that he will, for and in consideration of the permission granted to remove 18 feet of curbing on Altadena St., between Trojan and El Cajon Blvd., adjacent to the above described property, bind myself to, and-----hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

ROY B. MILLER
413 North 29th St.,
San Diego, California.

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

On this 8th day of June, A.D. Nineteen Hundred and Forty-three, before me, S.C. Grable, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roy B. 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) S. C. GRABLE
Notary Public in and for the County of San Diego,
State of California
My Commission expires June 26, 1944
I HEREBY approve the form of the foregoing agreement this 10th day of June, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 17 1943 55 min. past 1 P.M. in Book 1517 at page 152 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Roy B. Miller; being Document No. 343823.
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 a private stable.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.
City of San Diego }

Otto S. and Katherine W. Kolbeck and Ralph W. and Betty I. Blodgett, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot One hundred twenty five (125) South one-half (1/2) Subdivision Morena, located at Ashton and Galveston Streets;

That we desire to construct a private stable to house not more than six (6) horses and have applied for a zone variance under Petition No. 1590, dated October 26, 1942;

That we, in consideration of approval granted by the City of San Diego to construct a private stable to house not more than six (6) horses under Resolution No. 213, dated November 27, 1942; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that plans and specifications will be submitted to the Zoning Committee; to discontinue use if and when in the opinion of the Zoning Committee it constitutes a hindrance to residential development in the neighborhood; the building will be properly painted; 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 stable.

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.

OTTO S. KOLBECK KATHERINE W. KOLBECK RALPH W. BLODGETT
1905 Erie St. San Diego 1905 Erie St. San Diego 2001 Erie St. San Diego

On this 3 day of March A.D. Nineteen Hundred and Forty three, before me, Helen F. House a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Otto S. Kolbeck, Katherine W. Kolbeck, Ralph W. Boldgett & Betty I. Blodgett known to me to be the person described in and whose name has subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) HELEN F. HOUSE
Notary Public in and for the County of San Diego,
State of California
My Commission expires Apr. 2, 1946
BETTY I. BLODGETT
2001 Erie St. San Diego
RECORDED JUN 17 1943 55 min. past 1 P.M. in Book 1520 at Page 37, of Official Records, San Diego Co., Cal. Recorded at request of Grantee.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Otto S. Kolbeck et al relative to construction of private stable at Ashton and Galveston Streets; being Document No. 343866.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. 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 _____ as Surety, are held and 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 ONE HUNDRED TEN Dollars (\$5,110.00), 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 June, 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 to The City of San Diego, from time to time as ordered and required by said City, all of its requirements of Portland cement, for the period beginning June 15, 1943, and ending June 14, 1944, 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.

ELMER B. BELT

ATTEST: An individual doing business as SQUIRES-BELT MATERIAL COMPANY Principal

F. F. EDELEN

MARYLAND CASUALTY COMPANY Surety

(SEAL)

By F. F. EDELEN

Its Attorney in Fact

STATE OF CALIFORNIA

County of San Diego

} ss

On this 22nd day of June, 1943, 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 22d day of June, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL,

Asst. City Attorney

I hereby approve the foregoing bond this 23rd day of June 1943.

WALTER W. COOPER

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 22d day of June, 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 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; from time to time as ordered by said City: The City's requirements of Portland cement, for the period beginning June 15, 1943 and ending June 14, 1944, in accordance standard specifications for Portland Cement of the American Society for Testing Materials, Designation C9-38 and subsequent amendments thereto.

The City's requirements will be a minimum of approximately 18,000 sacks Portland cement each six-month period of this contract.

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

Delivery, f.o.b. cars San Diego in quantities of	1064 sacks @ \$0.517575 per sack
" " " " " "	450 " @ \$0.5665 " "
" " " " " "	100 " " "
and less than	450 " @ \$0.618 " "

Delivery at warehouse of vendor, located at 12th Avenue and L Street, in quantities of	450 sacks @ \$0.5665 per sack
" " " " " "	450 sacks @ \$0.5665 " "
less than	450 sacks @ \$0.5665 " "

Above prices are for Portland Cement in paper sacks, for cloth

sacks add	\$0.15 per sack
	\$0.20 " "

Credit for cloth sacks returned,

Said price per sack of Portland Cement, as hereinabove stated, includes the California State Sales Tax of 3%. The repeal or reduction of any tax included in said price per sack shall lower in like amount the said price per sack otherwise payable by the City hereunder.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product 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 Portland cement 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 delivery f.o.b. cars San Diego,			
In quantities of	1064 sacks, the sum of.....	\$0.517575	per sack;
" " " "	450 " " " " " " " " " " " "	\$0.5665	" " "
" " " "	100 " " " " " " " " " " " "		" " "
and less than	450 " " " " " " " " " " " "	\$0.618	" " "
For delivery at warehouse of vendor,			
In quantities of	450 sacks, the sum of.....	\$0.5665	" " "
" " " "	less than		" " "
" " " "	450 sacks, " " " " " " " " " " " "	\$0.5665	" " "

said payments to be made as follows:
Payments will be made monthly for cement purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the cement to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the cement 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 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. 78317 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
COMPANY

ATTEST:
F. F. EDELEN

I hereby approve the form and legality of the foregoing contract this 22d day of June, 1943.

J. F. DuPAUL, 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 Squires-Belt Material Company for furnishing the City's requirements of Portland cement; being Document No. 343998.

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

Bond No. C-40800

KNOW ALL MEN BY THESE PRESENTS, That GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY, as Principal and FIREMAN'S FUND INDEMNITY COMPANY, a Corporation, created, organized and existing under and by virtue of the laws of the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND SIX HUNDRED Dollars (\$3,600.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of June, 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 f.o.b. cars Santa Fe track in yard at sewage disposal plant, near foot of 32nd Street, San Diego, California, from time to time, as ordered or required by the City: Car-load lots of liquid chlorine, in one ton cylinders, during the period beginning June 15, 1943 and ending June 14, 1944, 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.

GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY
J. F. SMITH Sales Manager
Principal (SEAL)

ATTEST:

FIREMAN'S FUND INDEMNITY COMPANY
By T. LINDBERG Attorney-in-Fact
Surety (SEAL)

I hereby approve the form of the within Bond, this 23d day of June, 1943.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 23d day of June 1943.
WALTER W. COOPER
City Manager

KNOW ALL MEN BY THESE PRESENTS: That Fireman's Fund Indemnity Company, a Corporation duly organized and existing under the laws of the State of California, and having its principal office in the City and County of San Francisco, in said State, has made, constituted and appointed, and does by these presents make, constitute and appoint T. LINDBERG of

San Francisco, in the State of California, its true and lawful Attorney-in-fact, with full power and authority hereby conferred, to make, execute, seal and deliver, on its behalf, in its name and as its act and deed, any and all bonds or undertakings of suretyship, the penal sum of any one of which shall not exceed Fifty Thousand and no/100 Dollars (\$50,000.00). And such bonds and/or undertakings, when signed, sealed and delivered by T. Lindberg shall bind said Corporation as fully and to the same extent as if the same were signed by the President and Secretary of said Corporation under its corporate seal.

IN WITNESS WHEREOF, Fireman's Fund Indemnity Company, under and by authority of a certain Resolution and pursuant to Paragraph (b) of Section 3 of Article V of its By-laws (certified copies whereof are set forth on the reverse side hereof), has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 12th day of January, 1943.

(CORPORATE SEAL)
Certificate No. 8885
STATE OF CALIFORNIA,
City and County of
San Francisco

FIREMAN'S FUND INDEMNITY COMPANY
By B. G. WILLS Vice-President

) ss.

On this 12th day of January, A.D. 1943, before me personally appeared B. G. Wills, personally known to me to be Vice-President of Fireman's Fund 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; and said B. G. Wills, being by me duly sworn stated that he is and at the time of the execution of said instrument was Vice-President of said Fireman's Fund Indemnity Company; that the seal affixed to said instrument is the corporate seal of said Corporation; and that he signed said instrument as such Vice-President and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority conferred by a certain Resolution of said Corporation and Paragraph (b) of Section 3 of Article V of the By-laws of said Corporation.

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

DOROTHY H. MC LENNAN
Notary Public

(NOTARIAL SEAL)
My commission expires December 24, 1946

STATE OF CALIFORNIA,
City and County of San Francisco

) ss.

I, F. J. Butcher, Assistant Secretary of Fireman's Fund Indemnity Company, do hereby certify that the following is a full, true and correct copy of a certain Resolution of said Fireman's Fund Indemnity Company, to-wit:

"RESOLVED, that B. G. Wills, Vice-President of this Corporation located in San Francisco, be and he hereby is vested with full power and authority to appoint agents and attorneys-in-fact to execute, on behalf of the Corporation, any and all bonds, undertakings, recognizances, policies, contracts of indemnity, stipulations, underwriting undertakings and other writings obligatory in the nature thereof, and to attach the seal of the Corporation thereto when required, and to appoint agents and attorneys-in-fact to accept legal process on behalf of the Corporation and to make appearances on its behalf; and the said B. G. Wills shall have power to revoke any appointment made and to revoke any and all authority conferred by any such appointment, pursuant to and in conformity with paragraph (b) of Section 3 of Article V of the By-laws of this Corporation."

And I do hereby further certify that said Resolution was duly adopted by the Board of Directors of Fireman's Fund Indemnity Company at a regular meeting of that body duly called and held on the 11th day of October, 1940, and is now in full force and effect.

And I do hereby further certify that the following is a full, true and correct copy of Paragraph (b) of Section 3 of Article V of the By-laws of said Fireman's Fund Indemnity Company, to-wit:

"(b) The President, or any Vice-President who is also a member of the Board of Directors, or any other Vice-President specially authorized so to do by the Board of Directors, shall have the power to appoint Resident Vice-Presidents, Resident Assistant Secretaries, agents and attorneys-in-fact to execute, on behalf of the Corporation, any and all bonds, undertakings, recognizances, policies, contracts of indemnity, stipulations, underwriting undertakings and other writings obligatory in the nature thereof, and to attach the seal of the Corporation thereto when required, and to appoint agents and attorneys-in-fact to accept legal process on behalf of the Corporation and to make appearances on its behalf; and the President or any Vice-President who is also a member of the Board of Directors, or any other Vice-President specially authorized so to do by the Board of Directors, shall have power to revoke any appointment made pursuant hereto and to revoke any and all authority conferred by any such appointment."

And I do hereby further certify that said By-law was duly adopted as a By-law of Fireman's Fund Indemnity Company on the 27th day of August, 1937, and is now in full force and effect.

And I do hereby further certify that B. G. Wills, who executed the foregoing instrument on behalf of said Corporation, is and at the time of the execution thereof was Vice-President and duly authorized to so act on behalf of said Fireman's Fund Indemnity Company.

IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of Fireman's Fund Indemnity Company this 12th day of January, 1943.

(CORPORATE SEAL)

F. J. BUTCHER
Assistant Secretary of Fireman's Fund Indemnity Company

STATE OF CALIFORNIA,
City and County of San Francisco

) ss.

I, F. J. Butcher, Assistant Secretary of Fireman's Fund Indemnity Company, a Corporation of the State of California, do hereby certify that the above and foregoing is a full, true and correct copy of the original power of attorney issued by said Corporation on the 12th day of January, 1943, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original. Said power of attorney is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City and County of San Francisco, State of California, this 19th day of June, 1943.

(SEAL)

F. J. BUTCHER
Assistant Secretary

CERTIFIED COPY OF RESOLUTION

RESOLVED, That the following resolution adopted by this Board of Directors on June 25, 1940:

RESOLVED, That J.F.C.Hagens, R.L.Curtis, C.W.Schedler, J.F.Smith or J.R.Clark be and they are hereby separately authorized to sign and execute on behalf of Great Western Division The Dow Chemical Company any contract with the United States of America or agency thereof, or with any state, county, city or other

governmental subdivision covering sale of goods manufactured by said Great Western Division The Dow Chemical Company provided that such contract does not extend for a period longer than three years, and also to execute any proposal, bond or other document incidental to any such contract.

be and is hereby revoked;

FURTHER RESOLVED, That R.L.Curtis, J.F.Smith, J.R.Clark or J.H.Manning be and they are hereby separately authorized to sign and execute on behalf of Great Western Division The Dow Chemical Company any contract with the United States of America or agency thereof, or with any state, county, city or other governmental subdivision covering sale of goods manufactured by said Great Western Division The Dow Chemical Company provided that such contract does not extend for a period longer than three years, and also to execute any proposal, bond or other document incidental to any such contract.

SECRETARY'S CERTIFICATE

I, Leland I. Doan, Secretary of The Dow Chemical Company, do hereby certify that the foregoing is a full, true and correct copy of resolution duly adopted at a meeting of the Board of Directors of said Company held at the office of said Company on the 25th day of February, 1941, at which meeting a quorum of said Board was present, and that said resolution has not been revoked, annulled or modified in any manner whatsoever and now remains in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company this 21st day of June, 1943.

LELAND I. DOAN

(SEAL)

Secretary of The Dow Chemical Company

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 19 day of June, 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 GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City; from time to time as ordered or required by the City, f.o.b. cars Santa Fe track in yard at sewage disposal plant, near foot of 32nd Street, San Diego, California, from time to time as ordered or required by the City:

Carload lots of liquid chlorine, in one ton cylinders, during the period beginning June 15, 1943 and ending June 14, 1944.

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

Cylinders containing 2000 pounds, net

carload lots one shipment,\$3.11-1/2 per cwt.

Said price does not include the California State Sales Tax.

Multiple unit tank cars will be leased to the City for a period of fifteen days, but when empty shall be returned promptly to the contractor's plant at Pittsburg, California, over the same rail lines as received, with full equipment. For all cars held beyond the period specified the City agrees to pay contractor demurrage charge at rate of \$2.50 per day.

On the initial shipment the City may remove the 15 ton containers from car and return the car empty, without containers to contractor's plant at Pittsburg, California, over same rail lines as received, or if the City has previously removed ton containers, then the City may exchange empty ton containers for full containers on the car and return car with full equipment, over same rail line, as received, to contractor's plant at Pittsburg, California.

In consideration of contractor allowing the City to remove ton containers and hold in their possession for future exchange of loaded multi unit cars, without requiring cash deposit to cover their cost, and to insure payment of rentals after 90 days free use thereof, the City agrees to pay rental for all ton containers not shipped back to contractor's plant at Pittsburg, California, within 90 days from date of original shipment from contractor's plant (date of bill of lading to govern) at the rate of \$5.00 per ton container per month or fraction thereof, payable monthly in advance. Such rental charges accrued and paid are not refundable, nor will they be applied against container deposits.

In lieu of paying rentals on ton containers the City may make a deposit on such ton containers at the rate of \$200.00 per container of 2000 pounds capacity. Deposit will be refunded upon final return of containers in good condition to contractor's plant, less depreciation charge of 10% per annum on containers retained over one year.

Containers lost or damaged beyond repair while in the City's possession will be charged to the City at the rate of \$200.00 per container.

Upon termination of said contract, empty ton containers belonging to the contractor shall be returned to contractor's plant at Pittsburg, California, by the City at the City's expense, freight charges prepaid.

The City agrees that it will purchase from the contractor, during the period of this contract, a minimum of 230 tons of liquid chlorine.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product 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 liquid chlorine 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 the following sums, to-wit: For delivery f.o.b. cars Santa Fe track in yard at sewage disposal plant, near foot of 32nd Street, Cylinders containing 2000 pounds, net carload lots one shipment, \$3.11-1/2 per cwt. said payments to be made as follows:

Payments will be made monthly for liquid chlorine purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the liquid chlorine to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the liquid chlorine 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 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 percent- age 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 con- tract 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. 78320 of the Council authorizing such execution, and the contractor has caused these pre- sents 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

GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY,
By J. F. SMITH Sales Manager

ATTEST:
J. H. SCISM Contractor (SEAL)

I hereby approve the form and legality of the foregoing contract this 23d day of June, 1943.

J. F. DuPAUL, 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 Dow Chemical Company for liquid chlorine; being Document No. 344002.

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, Aztec Brewing Company is the owner of Lots Nos. 25 to 48, Block 79, of San Diego Land & Town Company's Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of June, 1943, by Aztec Brewing Company that they will, for and in consideration of the permission granted to remove 45 feet of curbing on Sampson St. between Main St. and Colton St., adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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.

AZTEC BREWING COMPANY
E. P. BAKER (SEAL)
2201-2395 Main St., San Diego, Calif.

This agreement supercedes one dated May 19, 1943.

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

On this 9th day of June, A.D. Nineteen Hundred and forty-three, before me, F.M. Brick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. P. Baker known to me to be the person described in and whose name is subscribed to the within instrument; and acknowledged to me that he executed the same.

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

(SEAL) F. M. BRICK
Notary Public in and for the County of San Diego
My Commission expires April 14, 1945 State of California

I HEREBY approve the form of the foregoing agreement this 11th day of June, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 17 1943 55 min. past 1 P.M. in Book 1509 at page 371 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER NEIHOWE, 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 Aztec Brewing Company; being Document No. 343854.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN PIPE & CASING CO., 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 FIVE HUNDRED SIXTY-FOUR Dollars (\$564.00), 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 21st day of June, 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 to said City: 600 - feet 3/16"-18" O.D. welded steel pipe and 4 - 18" O.D. dresser couplings, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: R. L. MANDY

ATTEST: _____

STATE OF CALIFORNIA,)
County of Los Angeles) ss

On this 21st day of June, A.D. 1943, before me, M. S. Banks, 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 Company 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. S. BANKS
Notary Public in and for said County and State
My Commission expires Feb. 2, 1947

I hereby approve the form of the within Bond, this 23d day of June, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney
WALTER W. COOPER
City Manager

I hereby approve the foregoing bond this 23rd day of June, 1943.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 21st day of June, 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 SOUTHERN PIPE & CASING CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 600 feet 3/16"-18" O.D. welded steel pipe, and 4 - 18" O.D. Style 38 dresser couplings with 5/16 x 7 middle ring, All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 343357.

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

600 feet 18" O.D. 3/16" welded steel pipe @ \$ 3.57 per ft.	\$2142.00
4 - 18" O.D. Style 38 dresser couplings @ \$11.69 ea	46.76
	<u>\$2188.76</u>
Plus 3% California State Sales Tax	65.66
	<u>\$2254.42</u>

Said contractor agrees to begin delivery of said material within forty days from and after the date of the execution of this contract, and to complete said delivery on or before the 31st day of July, 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: Two Thousand Two Hundred Fifty-four and 42/100 Dollars (\$2254.42), 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. 78284 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

SOUTHERN PIPE & CASING CO. (SEAL)

D. A. STROMSOE Vice President

Contractor

ATTEST: R. L. MANDY

I hereby approve the form and legality of the foregoing contract this 23d day of June, 1943.

J. F. DuPAUL, 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 Southern Pipe & Casing Company for 18" welded steel pipe and couplings; being Document No. 344003.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tuten Deputy

UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

CONTRACT BETWEEN UNITED STATES, ACTING BY THE FEDERAL WORKS AGENCY, THE BUREAU OF RECLAMATION; AND THE CITY OF SAN DIEGO; FOR THE SURVEY OF A ROUTE FOR CARRYING COLORADO RIVER WATER TO THE CITY.

THIS CONTRACT, Made this 28th day of May 1943, between THE UNITED STATES OF AMERICA, acting for this purpose through the Bureau of Reclamation, hereinafter styled the Bureau, and the Federal Works Agency, hereinafter styled the Agency, represented by the respective officers thereof executing this contract; and the City of San Diego, hereinafter styled the City, represented by the officer thereof executing this contract; WITNESSETH:

2. WHEREAS, under the terms of that certain contract dated February 15, 1933 (symbol and number - Ilr-713) between THE UNITED STATES, acting through the Bureau of Reclamation, and the City, the United States agreed to deliver a certain quantity of water to the City at a point in the Colorado River for the use of the City and/or the County of San Diego; and

3. WHEREAS, the exigencies of the present war have so increased the demand for water in the San Diego area, as to make imperative the immediate survey and study of a route by which Colorado River water may be carried to the San Diego area; and

4. WHEREAS, the City has made an application to the Agency for a grant of funds pursuant to the Act of June 28, 1941 (55 Stat. 361) to assist it in making the necessary engineering studies and surveys preliminary to the construction of an aqueduct or canal to connect the water supply system of the City to the aqueduct of the Metropolitan Water District of Southern California at or near the west portal of the San Jacinto tunnel;

5. NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

6. In accordance with detailed plans hereafter to be agreed upon between the representatives of the respective parties hereto the Bureau will make a survey and engineering studies and prepare a preliminary report on location design and estimated cost of a route for carrying water to the San Diego Area from the Colorado River that would connect the water systems serving the City and those portions of the County adjacent thereto with the aqueduct of the Metropolitan Water District of Southern California at or near the west portal of the San Jacinto tunnel. The Bureau agrees to furnish all the necessary labor, material and equipment therefor and will furnish each party at least three (3) copies of the above described engineering reports.

7. The cost of the said investigations, reports, and estimates shall not exceed sixty five thousand dollars (\$65,000), and shall be borne by the Agency to the amount of thirty thousand dollars (\$30,000), the City to the amount of thirty thousand dollars (\$30,000), and by the Bureau to the amount of five thousand dollars (\$5,000). It is further agreed that upon execution of this agreement, the Agency, and the City will advance to the Bureau their respective shares of the above stated cost, and that the Bureau shall not be obligated to perform any work hereunder unless and until all of the said advances have been made.

8. The aggregate cost of all investigations, reports, and estimates, as stated in Article 7 hereof, shall include only expenditures made by the Bureau, either directly or in reimbursing other agencies of the United States for services contemplated in Article 10 hereof, of funds (1) appropriated to the Bureau, (2) advanced to the Bureau by the Agency, and (3) advanced to the Bureau by the City. In each case, the expenditure shall include all reasonable charges for consulting, surveys, and general expense as well as the direct cost connected with field and office work. Upon completion of the work on the said investigations, reports, and estimates herein provided for, if the actual cost, as determined by the Bureau, be less than as stated in Article 7 there shall be made an appropriate adjustment between the Bureau, the Agency, and the City by refund so that each shall bear the cost in accordance with the proportions indicated in Article 7.

9. The said investigations, reports, and estimates shall be made under the direction of the Chief Engineer of the Bureau and all employees engaged by the Bureau therein, except as otherwise provided herein, shall be subject to the established rules and regulations of the United States Civil Service Commission. Nothing in this agreement shall be understood as forbidding the Chief Engineer of the Bureau from engaging the services of consulting engineers should he deem it necessary. The Bureau further agrees to conduct its investigations and make its reports hereunder as expeditiously as possible.

10. The services of other agencies of the United States may be utilized in the prosecution of the work agreed upon herein in accordance with arrangements which from time to time may be made by the Bureau.

11. Field notes, original plans, calculations, or other data acquired or prepared by the Bureau in pursuance of this contract, upon completion of the work herein agreed upon, will be filed with the Bureau, and copies of such records will be furnished the other parties hereto on their request if funds are available for that purpose.

No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its benefit.

13. Where the operations of this contract extend beyond the current fiscal year, the contract is made contingent upon Congress making the necessary appropriation for expenditures hereunder after such current year shall have expired. In case such appropriation as may be necessary to carry out this contract is not made, the City hereby

releases the United States from all liability due to the failure of Congress to make such appropriation.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA
By S. O. HARPER
Chief Engineer Bureau of Reclamation
By WRIGHT L. FELT
Federal Works Agency

ATTEST: FRED W. SICK
City Clerk (SEAL)

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

ATTORNEY'S OPINION

I do hereby state that I am an attorney at law legally constituted to act in that capacity for the City of San Diego, California, and that it is my opinion that the signer of this agreement for the City of San Diego in appending his signature has acted within the scope of his lawful powers.

June 10, 1943

Date

Signed: J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

Attorney for the City of San Diego,
Calif.

(Certified copy Resolution 78324 attached
to contract)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between Federal Works Agency, Bureau of Reclamation and City of San Diego for survey of route for carrying Colorado River water to the City (except certified copy of Resolution No. 78324); being Document No. 344061.

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

By Francis T. Tatten Deputy

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

CONTRACT BETWEEN THE UNITED STATES, ACTING THROUGH THE BUREAU OF RECLAMATION;
THE CITY OF SAN DIEGO, AND THE COUNTY OF SAN DIEGO FOR THE SURVEY OF ROUTES
FOR CARRYING COLORADO RIVER WATER TO THE CITY AND COUNTY.

THIS CONTRACT, Made this 29th day of May 1943, between THE UNITED STATES OF AMERICA, acting for this purpose through the Bureau of Reclamation, hereinafter styled the Bureau, the CITY OF SAN DIEGO, hereinafter styled the City, represented by the officer thereof executing this contract; and the COUNTY OF SAN DIEGO, hereinafter styled the County, represented by the officer thereof executing this contract; WITNESSETH:

2. WHEREAS, under the terms of that certain contract dated February 15, 1933 (symbol and number - Ilr-713) between THE UNITED STATES and the City, the United States agreed to deliver a certain quantity of water to the City at a point in the Colorado River for the use of the City and/or the County; and

3. WHEREAS, the exigencies of the present war have so increased the demand for water in the San Diego area, as to make imperative the immediate survey and study of the several routes by which Colorado River water may be carried to the San Diego area; and

4. WHEREAS, the Bureau and the City have joined with the Federal Works Agency in that certain contract of May 28, 1943 for the making of necessary engineering studies and surveys preliminary to the construction of an aqueduct or canal to connect the water supply system of the City to the aqueduct of the Metropolitan Water District of Southern California at or near the west portal of the San Jacinto tunnel; and

5. WHEREAS, it is desirable that such investigations as are made of the Metropolitan Water District connection be compared with surveys and investigations of alternate routes and in particular those using, in part, the facilities of the All-American Canal, and that they also be correlated with other studies and investigations made and being made by the Bureau of Reclamation for a full utilization of the water resources of the Colorado River;

6. NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

7. In accordance with detailed plans hereafter to be agreed upon between the representatives of the respective parties hereto the Bureau will make engineering studies and prepare preliminary reports and estimates on a route for carrying water to the San Diego Area from the Colorado River that would connect the water systems serving the City and County with the All-American Canal. Such studies and reports shall include a comparison of its findings under this contract with those made under the contract of May 28, 1943 referred to in Article 4 hereof, and the Bureau will advise the County and City of its opinion of the most feasible route (all factors, economical and physical being considered) for the carrying of Colorado River water to the San Diego area.

8. The cost of the said investigations, reports, and estimates shall not exceed seventy-five thousand dollars (\$75,000). Inasmuch as the City has obligated itself to pay the sum of thirty thousand dollars (\$30,000) to provide for the investigations to be made pursuant to the agreement described in Article 4 and as it is desirable that the City and County share equally in the costs of both surveys, it is agreed that the said sum of seventy-five thousand dollars (\$75,000) shall be borne by the Bureau to the amount of thirty thousand dollars (\$30,000), by the City to the amount of seven thousand five hundred dollars (\$7,500), and by the County to the amount of thirty-seven thousand five hundred dollars (\$37,500). It is further agreed that upon execution of this agreement, the City and the County will advance to the Bureau their respective shares of the above stated cost, and that the Bureau shall not be obligated to perform any work hereunder unless and until the said advances have been made.

9. The aggregate cost of all investigations, reports, and estimates, as stated in Article 8 hereof, shall include only expenditures made by the Bureau, either directly or in reimbursing other agencies of the United States for services contemplated in Article 11 hereof, of funds (1) appropriated to the Bureau, (2) advanced to the Bureau by the City, and (3) advanced to the Bureau by the County. In each case, the expenditure shall include all reasonable charges for consulting, surveys, and general expense as well as the direct cost connected with field and office work. Upon completion of the work on the said investigations, reports, and estimates herein provided for, if the actual cost, as determined by the Bureau, be less than as stated in Article 8 there shall be made an appropriate

adjustment between the Bureau, the City, and the County by refund, so that each shall bear the cost in accordance with the proportions indicated in Article 8.

10. The said investigations, reports, and estimates shall be made under the direction of the Chief Engineer of the Bureau and all employees engaged by the Bureau therein, except as otherwise provided herein, shall be subject to the established rules and regulations of the United States Civil Service Commission.

11. The services of other agencies of the United States may be utilized in the prosecution of the work agreed upon herein in accordance with arrangements which from time to time may be made by the Bureau.

12. The Bureau agrees to conduct its investigations and make its reports hereunder in as expeditious manner as possible. It being understood, however, that the work to be performed under that certain contract of May 28, 1943 between the City, the Bureau, and the Federal Works Agency shall have precedence over that to be done hereunder.

13. Field notes, original plans, calculations, or other data acquired or prepared by the Bureau in pursuance of this contract, upon completion of the work herein agreed upon, will be filed with the Bureau, and copies of such records will be furnished the other parties hereto on their request if funds are available for that purpose.

14. No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise herefrom, but this restriction shall not be construed to extend to this contract if made with a corporation or company for its benefit.

15. Where the operations of this contract extend beyond the current fiscal year, the contract is made contingent upon Congress making the necessary appropriation for expenditures hereunder after such current year shall have expired. In case such appropriation as may be necessary to carry out this contract is not made, the City and County hereby release the United States from all liability due to the failure of Congress to make such appropriation.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

THE UNITED STATES OF AMERICA
By S. O. HARPER Chief Engineer,
Bureau of Reclamation

THE CITY OF SAN DIEGO
By WALTER W. COOPER

ATTEST: FRED W. SICK
City Clerk (SEAL)

THE COUNTY OF SAN DIEGO
By DAVID W. BIRD
Chairman Board of Supervisors

ATTEST: J. B. MC LEES
County Clerk and ex officio
Clerk of the Board of Supervisors (SEAL)
By: M. NASLAND, Deputy

ATTORNEY'S OPINION

I do hereby state that I am an attorney at law legally constituted to act in that capacity for the County of San Diego, California, and that it is my opinion that the signer of this agreement for the County of San Diego in appending his signature has acted within the scope of his lawful powers.

June 10, 1943

Date

Signed:
THOMAS WHELAN, District Attorney
and County Counsel
By CARROLL H. SMITH
Chief Trial Deputy

ATTORNEY'S OPINION

I do hereby state that I am an attorney at law legally constituted to act in that capacity for The City of San Diego, California, and that it is my opinion that the signer of this agreement for The City of San Diego in appending his signature has acted within the scope of his lawful powers.

June 10, 1943

Date

Signed:
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

In the Matter of Authorizing Execution
of Joint County and City Contract with
the U. S. Bureau of Reclamation for
Making Surveys of Routes for Carrying
Colorado River Water to San Diego
County and the City of San Diego.

On motion of Supervisor Bellon, seconded by Supervisor Faddis, the following resolution is adopted:

WHEREAS, the United States of America, acting through the Bureau of Reclamation, has submitted to this Board for approval a proposed contract in three (3) original counterparts, between said Bureau as Party of the First Part, and the County of San Diego and the City of San Diego as Parties of the Second Part, for making a survey of routes for carrying Colorado River water to said County and said City at a total cost for said survey so made by said Bureau, including the necessary investigations, reports and estimates, of not to exceed \$75,000; said cost to be borne as follows: By said Bureau, \$30,000; by said City, \$7,500; and by said County, \$37,500; and

WHEREAS, the City of San Diego has executed or will execute simultaneously with its execution of this contract, another contract with said Bureau and the Federal Works Agency for the making of necessary engineering studies and surveys preliminary to the construction of an aqueduct or canal to connect the water supply system of the City to the aqueduct of the Metropolitan Water District of Southern California at or near the west portal of the San Jacinto tunnel; by the terms of which contract said City obligates itself to pay to said Bureau the sum of \$30,000 for making said studies and surveys; and

WHEREAS, it is the intention and understanding of this Board that the County and the City will share equally, to wit, in amounts not to exceed \$37,500 each, the total cost of \$75,000 to both said County and said City for making the surveys contemplated in both contracts; NOW THEREFORE

BE IT RESOLVED by the Board of Supervisors of the County of San Diego, State of California, that the proposed contract hereinabove referred to between the Bureau of Reclamation as Party of the First Part, and the County of San Diego and the City of San Diego as Parties of the Second Part, be and the same is hereby approved, and the Chairman of this Board be and he is hereby authorized to execute the same on behalf of the County of San Diego.

BE IT FURTHER RESOLVED that this resolution shall be of no force and effect unless and until the City Council of the City of San Diego shall have passed and adopted a resolution identical in substance and effect, and unless and until that certain contract hereinabove referred to between the Bureau of Reclamation, the Federal Works Agency and the City of San Diego, shall have been executed by said City.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 7th day of June, 1943, by the following vote, to wit:
AYES: Supervisors Bellon, Bird, Faddis, Warner and Howell
NOES: Supervisors None
ABSENT: Supervisors None
STATE OF CALIFORNIA, }
County of San Diego, } ss.

I, J. B. McLees, County Clerk of the County of San Diego, State of California, and ex-officio Clerk of the Board of Supervisors of said County, hereby certify that I have compared the foregoing copy with the original resolution passed and adopted by said Board, at a regular meeting thereof, at the time and by the vote therein stated, which original resolution is now on file in my office; that the same contains a full, true and correct transcript therefrom and of the whole thereof.
Witness my hand and the seal of said Board of Supervisors, this 7th day of June, A.D. 1943.

(SEAL)

J. B. McLEES, County Clerk and ex-officio Clerk of the Board of Supervisors.
By L. O'KENNEDY Deputy.

RESOLUTION NO. 78324

WHEREAS, the United States of America, acting through the Bureau of Reclamation, has submitted to the City Council for approval a proposed contract in three original counterparts between said Bureau as party of the first part, and the County of San Diego and The City of San Diego as parties of the second part, for making a survey of routes for carrying Colorado River water to said County and City at a total cost for said survey so made by said Bureau, including the necessary investigations, reports and estimates, of not to exceed \$75,000.00, said cost to be borne as follows: By said Bureau \$30,000.00; by said City \$7,500.00; and by said County \$37,500.00; and

WHEREAS, the City will execute simultaneously with its execution of said contract another contract with said Bureau and the Federal Works Agency for the making of necessary engineering studies and surveys preliminary to the construction of an aqueduct or canal to connect the water supply system of the City to the aqueduct of the Metropolitan Water District of Southern California at or near the west portal of the San Jacinto tunnel; by the terms of which contract the City will obligate itself to pay to said Bureau the sum of \$30,000.00 for making said studies and surveys; and

WHEREAS, it is the intention and understanding of the City Council that the County and the City will share equally, to-wit, in amounts not to exceed \$37,500.00 each, the total cost of \$75,000.00 to both said County and said City for making the surveys contemplated in both of said contracts; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:
That the proposed contract hereinabove referred to between the Bureau of Reclamation, as party of the first part, and the County of San Diego and The City of San Diego, as parties of the second part, be, and the same is hereby approved, and that the City Manager be, and he is hereby authorized to execute the same on behalf of The City of San Diego.

BE IT FURTHER RESOLVED that the proposed contract between the Bureau of Reclamation and the Federal Works Agency and The City of San Diego, whereby the City will contribute \$30,000.00 to the cost of making necessary engineering studies and surveys preliminary to the construction of an aqueduct or canal to connect the water supply system of the City to the aqueduct of the Metropolitan Water District of Southern California, at or near the west portal of the San Jacinto tunnel, be, and the same is hereby approved; and that the City Manager be, and he is hereby authorized to execute said contract on behalf of The City of San Diego.

BE IT FURTHER RESOLVED that this resolution shall be of no force and effect unless and until the Board of Supervisors of the County of San Diego shall have passed and adopted a resolution approving and ordering the execution of the proposed contract referred to in the first paragraph of this resolution between the Bureau of Reclamation, the County of San Diego and The City of San Diego.

Presented by _____
Approved as _____
to form by J. F. DuPaul
City Attorney
By _____
Assistant City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 8th day of June, 1943, by the following vote, to-wit:
YEAS - Councilmen: H.D. Austin, Hartley, Boud, Dafl, W.W. Austin, Mayor Knox
NAYS - Councilmen: None
ABSENT-Councilman: Simpson

ATTEST: HARLEY E. KNOX
Mayor of the City of San Diego, California
FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

(SEAL) FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 78324 of the Council of the City of San Diego, California, as adopted by said Council June 8, 1943.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the United States Bureau of Reclamation, the City of San Diego and the County of San Diego for survey of routes for carrying Colorado River water to the City; being Document No. 344062.

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

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1943, 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 2674 (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, 1943, 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 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 beginning July 1, 1943, and ending June 30, 1944.

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 15 day of June, 1943.

J. F. DuPAUL

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between Frank Kimball and the City as District Water Bill Collector; being Document No. 344107.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and FLORENCE E. COOKE a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 2674 (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 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, 1943, 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 SIXTY and No/100 Dollars (\$60.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: SIXTY and No/100 Dollars (\$60.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/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, 1943, and ending June 30, 1944.

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 15 day of June, 1943.

J. F. DuPAUL

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Florence E. Cooke as District Water Bill Collector; being Document No. 344108.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and MAUDE WILTSE a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 2674 (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, 1943, 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 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, 1943, and ending June 30, 1944.

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

MAUDE WILTSE,

Second Party

I HEREBY APPROVE the form of the foregoing contract this 15 day of June, 1943.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Maude Wiltse as District Water Bill Collector; being Document No. 344109.

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, Gus Matchinske is the owner of Lot 7 - 8 - 9, Block 287, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of June 1943, by Gus Matchinske that I will, for and in consideration of the permission granted to remove 22 feet of curbing on Pacific Blvd. between Cedar and Date 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.

GUS MATCHINSKE
3006 Barnett Ave.

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

On this 15th day of June, A.D. Nineteen Hundred and 43, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gus Matchinske known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 19th day of June, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 24 1943 50 min. past 10 A.M. in Book 1502 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 Gus Matchinske; being Document No. 343955.

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, Gus Matchinske is the owner of Westerly 15 ft. of Lot 19, Block 4, of Pendelton Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of June 1943, by Gus Matchinske that I will, for and in consideration of the permission granted to remove 19 feet of curbing on Barnett Ave. between Lytton Street and Midway 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.

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.

GUS MATCHINSKE
3006 Barnett Ave.

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

On this 15th day of June, A.D. Nineteen Hundred and 43, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gus Matchinske known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 19th day of June, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 24 1943 50 min. past 10 A.M. in Book 1502 at page 451 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Matchinske; being Document No. 343956.

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, Quiry & Centman is the owner of Lot Two Block 31, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17 day of June, 1943, by Quiry & Centman that we will, for and in consideration of the permission granted to remove 30 feet of curbing on 1655 India between Cedar and Date, 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.

QUIRY & CENTMAN, by Ed Quiry
1655 India St.

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

On this 17 day of June, A.D. Nineteen Hundred and 43, before me, Lydia Porter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Quiry, Edward A known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

My Commission expires August 28, 1946

I HEREBY approve the form of the foregoing agreement this 22nd day of June, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 24 1943 50 min. past 10 A.M. in Book 1502 at page 452 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Quiry & Centman; being Document No. 343973.

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, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and IML ENO a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 2674 (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, 1943, 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 THIRTY and No/100 Dollars (\$30.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: THIRTY and No/100 Dollars (\$30.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/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, 1943, and ending June 30, 1944.

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 ENO

Second Party

I HEREBY APPROVE the form of the foregoing contract this 15 day of June, 1943.

J. F. DuPAUL

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Imle Eno as District Water Bill Collector; being Document No. 344110.

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, 1943, 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 2674 (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, 1943, 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 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, 1943, and ending June 30, 1944.

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 15 day of June, 1943.

J. F. DuPAUL

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Anna Freeman as District Water Bill Collector; being Document No. 344111.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 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, 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: 2 - 30" Merco-Nordstrom type plug valves 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.

MISSION PIPE & SUPPLY COMPANY
PAUL O VANCE Pres.
Principal (SEAL)
HARTFORD ACCIDENT AND INDEMNITY COMPANY
By M. SHANNON Attorney in Fact
Surety (SEAL)

ATTEST: MARIAN HAUBER

ATTEST: G. GORDON HURLBURT

I hereby approve the form of the within Bond, this 2d day of July, 1943.

J. F. DuPAUL City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 2nd day of July 1943.

WALTER W. COOPER City Manager
Rick.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 1st day of July, before me, Marston Burnham, in the year one thousand nine hundred and forty-three, 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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 1st day of July, 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 MISSION PIPE & SUPPLY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

2 - 30" lubricated tapered plug Venturi type valves, Nordstrom

Figure 1169;

112-1-1/4" x 6-1/4" square head machine bolts with hexagon nuts

4 - 30" x 3/4-5/8" x 1/8" asbestos ring gaskets, in accordance with the

specifications therefor on file in the office of the City Clerk of said City under Document No. 343571.

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

2 - 30" plug Venturi type valves, Nordstrom Fig. #1169,	@ \$1100.00 ea
112 - 1-1/4"x6-1/4" sq. hd machine bolts with hex. nuts	@ \$.5023 ea
4 - 30" x 3/4-5/8" x 1/8" asbestos ring gaskets	@ \$ 2.86 ea

Said prices include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 1st day of January, 1944.

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 Sixty-seven and 70/100 Dollars (\$2267.70), 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. 78366 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
Rick
MISSION PIPE & SUPPLY CO. (SEAL)
PAUL O. VANCE, Pres.

ATTEST: MARIAN HAUBER

I hereby approve the form and legality of the foregoing contract this 2d day of July, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Mission Pipe & Supply Company for 2 - 30" Merco-Nordstrom type plug valves; being Document No. 344134.

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

By Francis T. Patten Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 21st day of June, 1943, 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, 1943, and ending June 30, 1944; 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, 1943, and ending June 30, 1944, 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, 1943.

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 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.

ATTEST: FRED W. SICK

BOARD OF ADMINISTRATION OF
CITY EMPLOYEES' RETIREMENT SYSTEM
By C. F. ATKINSON
President

GEO. B. BUCK
Party of the Second Part

I hereby approve the form of the foregoing Agreement this 16th day of June, 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 Agreement with George B. Buck for services as consulting actuary for City Employees' Retirement System; being Document No. 344137.

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

By Francis T. Patten Deputy

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 1st day of July, 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 EDWIN J. SNORE, 4239 Arizona Street, San Diego, 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 Twelve Hundred Dollars (\$1200.00) per month, to-wit:

Collection Day	District or Area of Collection
Monday	From the east side of Euclid Avenue to the east side of 54th Street;
(Alternate collection of combustibles and non-combustibles)	from the north side of Thorn Street to the south side of Monroe Avenue;
	from the north side of Thorn Street to the south side of Home Avenue;
	from the east side of Euclid Avenue to the east side of 54th Street.
Tuesday	Both sides of 4th Avenue, from the north side of Beech Street to the north side of Market Street; from the west side of 28th Street to the west side of Herman Avenue; from the north side of Palm Street to the north side of Upas Street.

Wednesday From the west side of Park Boulevard to the Sixth Avenue canyon; from the south side of Lincoln Street to the north side of Monroe Street;
 (Combustibles) from the south side of Lincoln Street to the Washington Street Extension; from the east side of Maryland Street to the Sixth Avenue canyon.

Thursday From the north side of Hawthorne Street to the south side of Laurel Street; from the west side of Sixth Avenue to the west side of State Street.

Friday All of Fifth Avenue, from the south side of Beech Street to the north side of Market Street; from the south side of Beech Street to the north side of Imperial Avenue; from the east side of 28th Street to the west side of 32nd Street.

Saturday From the north side of Elm Street to the south side of Hawthorne Street; from the west side of 6th Avenue to San Diego Bay.

(Combustibles)

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including December 31, 1943.

The contractor agrees to deliver said non-combustible refuse to the reduction works owned by Charles M. Davis at National City, Cal.

(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, 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 Twelve Hundred Dollars (\$1200.00) 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. 78355 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
EDWIN J. SNORE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 6th day of July, 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 Edwin J. Snore for collecting and removing City refuse; being Document No. 344141.

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

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of July, 1943, 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, 1943, and ending June 30, 1944, 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. 78390 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

I hereby approve the form of the foregoing agreement this 6 day of July, 1943.
J. F. DuPAUL, 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 Agreement with Dr. Carl Wilson for services as consulting technologist on water purification; being Document No. 344145.

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, 1943, 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. 2674 (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, 1943, 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 Fifty Dollars (\$150.00) 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 Fifty Dollars (\$150.00) 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 three months beginning July 1, 1943, and ending September 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, 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 Lewis W. Walker as Curator of Exhibits Natural History Museum; being Document No. 344153.

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

By Francis T. Tolan Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1943, 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. 2674 (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, 1943, 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 Seventy-two and No/100 Dollars (\$172.00) 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-two and No/100 Dollars (\$172.00) 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, 1943 and ending June 30, 1944.

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 6th day of July, 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 John Davidson as Curator of Junipero Serra Museum; being Document No. 344154.

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

By Francis T. Tolan Deputy

THIS AGREEMENT, made and entered into this 1st day of July, 1943, 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, 1943, 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, 1943, at and for the agreed compensation for said additional services to be performed by the party of the second part of One Hundred Ninety-one and 50/100 Dollars (\$191.50) per month, payable in equal semi-monthly installments, at the times when the regular City semi-monthly payrolls are paid.

The party of the second part hereby agrees to accept said employment and to devote during the months of July and August, 1943, 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 1943.

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, 1943.

CIVIL SERVICE COMMISSION
By RUSSEL T. BAILEY

Secretary

I hereby approve the form of the foregoing Agreement this 6th day of July, 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 W. A. Kearns for additional services as Playground Director during July and August; being Document No. 344155.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Parker Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Dr. Harold A. Thompson, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 2674 (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, 1943, 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, 1943, and ending June 30, 1944.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto sub-

scribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
WALTER W. COOPER

City Manager

H. A. THOMPSON,

Second Party

I hereby approve the form of the foregoing contract this 6th day of July 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 Dr. Harold A. Thompson as Bacteriologist in Department of Public Health; being Document No. 344156.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1943, 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. 2674 (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, 1943, 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-Eight and 15/100 Dollars (\$288.15) 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-Eight and 15/100 (\$288.15) 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, 1943 and ending June 30, 1944.

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 3d day of July, 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 Malcolm J. Rogers as Curator of Anthropology San Diego Musum; being Document No. 344157.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Brown Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1943, 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. 2674 (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 herself generally useful in any emergency capacity which she 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, 1943, second party will faithfully perform the services and duties of Archaeologist in the San Diego Museum, as the same are hereinabove described, at the rate of One Hundred Forty-one and 75/100 Dollars (\$141.75) 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-one and 75/100 Dollars (\$141.75) 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 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, 1943 and ending June 30, 1944.

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 3d day of July, 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 Margaret Shreve as Archaeologist of San Diego Museum; being Document No. 344158.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1943, 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. 2674 (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, 1943, second party will faithfully perform the services and duties of Organ Tuner, Balboa Park, as the same are hereinabove described, at the rate of Eighty-two Dollars and Fifty Cents (\$82.50) per month, payable in two equal semi-monthly installments.

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

It is further understood and agreed that second party is a regular employee in the classified administrative service of the City, and is in all respects subject to the Charter provisions, ordinances and the rules and regulations of the Civil Service relating to officers and employees of said City.

It is further understood and agreed that the City has the same right to demote, discharge or suspend second party as it has with regard to any other classified Civil Service employee, and that in the event of any such demotion, discharge or suspension, the second party shall have no rights by virtue of this contract other than such rights as are given to other classified employees by the Charter of said City and/or the rules and regulations of the Civil Service Commission of said City.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days written notice. Termination hereof by The City of San Diego shall not, however, be deemed to affect the Civil Service status of second party. Provided, that in no event shall this contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1943 and ending June 30, 1944.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said second party has hereunto subscribed his name the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO

WALTER W. COOPER City Manager

EDWIN A. SPENCER Second party

I hereby approve the form of the foregoing contract this 7th day of July, 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 Edwin A. Spencer as Organ Tuner, Balboa Park; being Document No. 344159.

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

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That THE LOS ANGELES NEWS COMPANY DIVISION 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 FIVE THOUSAND DOLLARS (\$5,000.00), lawful money of the United States of America, to be paid to said The City of San Diego; for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of June, 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 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 July 1, 1943 and ending June 30, 1944, 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 AMERICAN NEWS COMPANY,
THE LOS ANGELES NEWS COMPANY DIVISION

ATTEST: W. W. EICHLESON
Secretary M. W. MORRISSEY President (SEAL)

ATTEST: WARD E. FLAXINGTON
Assistant Secretary THE UNITED STATES GUARANTEE COMPANY
By STEPHEN PLUM Attorney-in-Fact (SEAL)

I hereby approve the form of the within Bond, this 8th day of July, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL, Asst. City Attorney

I hereby approve the foregoing bond this 8th day of July 1943.

WALTER W. COOPER

City Manager

Countersigned by:
RATHBONE, KING & SEELEY
By E. M. DANIELS
Agent-Los Angeles, Cal.

STATE OF NEW YORK)
City and County of) ss.
New York)

On this 29th day of June one thousand nine hundred and forty three 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 American News Company, the Los Angeles News Company Division and the said Ward E. Flaxington being by me duly sworn, did depose and say that he resides in New York, 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 he is acquainted with Stephen Plum and knows him to be Attorney-in-fact of said Company and that the signature of said Stephen Plum subscribed to said annexed instrument is in the genuine handwriting of said Stephen Plum and was thereto subscribed by order and authority of said Board of Directors and in the deponent's presence; 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.

WINIFRED A. ELLIS

(SEAL)

WARD E. FLAXINGTON

Notary Public, Richmond County
Commission filed in N.Y.Co. No. 326
Commission expires March 30, 1944

CONTRACT.

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29th day of June, 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 THE AMERICAN NEWS COMPANY, THE LOS ANGELES NEWS COMPANY DIVISION 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 by the City, during the period commencing July 1, 1943 and ending June 30, 1944; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 343544.

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.....	34%
Technical books.....	10%
Text books.....	10%
Books of a trade nature.....	15%

EXCEPT, for publications by Grosset 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 34% 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, as follows:

Webster's New International Dictionary			
No. 1	\$22.50	No. 4	\$32.50
No. 2	27.50	No. 5	30.00
No. 3	27.50	No. 6	37.50
Webster's Collegiate Dictionary			
No. 7	\$ 5.00	No. 10	\$ 5.50
No. 8	6.00	No. 11	7.50
No. 9	3.50	No. 11A	8.75
No. 9A	4.00	No. 11B	8.75
Webster's Dictionary of Synonyms			
No. 40	\$ 3.50	No. 41	\$ 4.00
Webster's New International Dictionary			
1-11 copies	10% discount from above price		
12-23 "	15% "	" "	" "
24-49 "	20% "	" "	" "
50 and up	25% "	" "	" "
Webster's Collegiate Dictionary			
1-24 copies	10% "	" "	" "
25-49 "	15% "	" "	" "
50-249 "	20% "	" "	" "
250 and up	25% "	" "	" "
Webster's Dictionary of Synonyms			
1-5 copies	10% "	" "	" "
6-11 "	15% "	" "	" "
12-24 "	20% "	" "	" "
25 and up	25% "	" "	" "

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.....	34%
Technical books.....	10%
Text books.....	10%
Books of trade nature.....	25%

EXCEPT, for publications by Grosset 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 34% 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, as hereinabove listed;

PROVIDED, however, that the City's said book requirements shall not exceed the sum of TWENTY THOUSAND DOLLARS (\$20,000.00), 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 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 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. 78350 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: W. W. EICHLESON
Secretary

THE AMERICAN NEWS COMPANY,
THE LOS ANGELES NEWS COMPANY DIVISION
M. W. MORRISSEY President
Contractor (SEAL)

I hereby approve the form and legality of the foregoing contract this 8th day of July, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full(except financial statement and copy of resolution authorizing execution of bonds) true and correct copy of Contract with The Los Angeles News Company for technical etc. books for Public Library; being Document No. 344197.

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 15th day of June, 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 L. P. POWELL, 2007 "D" Avenue, National City, 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 here-to 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) per month, to-wit:

Collection Day	District or Area of Collection
Monday.....	(Combustibles) Both sides of Fifth Avenue, from the south side of "A" Street to the north side of Market Street; the east side of 40th Street to the west side of Euclid Avenue; from the south side of University Avenue to the junction of Euclid Avenue and Home Avenue.
Tuesday.....	(Combustibles) Both sides of Fifth Avenue, from A Street to Market Street. (Non-combustibles) East side of Utah Street to the west side of 33rd Street; from the north side of University Avenue to the canyon rims on the north.
Wednesday.....	(Combustibles) Both sides of Fifth Avenue, from A Street to Market Street. (Non-combustibles) East side of Park Boulevard to the west side of Utah Street; from the south side of University Avenue to the north side of Upas Street.
Thursday.....	(Combustibles) Both sides of Fifth Avenue, from A Street to Market Street. (Non-combustibles) West side of Sixth Avenue, to the east side of Front Street; from the north side of Pennsylvania Avenue to the canyon rims on the north; west side of Sixth Avenue to the canyon rims on the west; from the north side of Redwood Street to the south side of Pennsylvania Avenue.
Friday.....	(Combustibles) Both sides of Fifth Avenue to Market Street; both sides of 13th and 14th Streets, from Russ Boulevard to the north side of Imperial Avenue.
2nd & 4th Fridays.....	(Combustibles and non-combustibles). East side of 32nd Street to the west side of Ozark Street; from Imperial Avenue to the bay.
2nd Fridays...	(Non-combustibles) East side of 32nd Street to the east side of Euclid Avenue; from the north side of Broadway to the north side of Imperial Ave.
1st Fridays...	(Combustibles and non-combustibles) Encanto and Valencia Park.

The period of this contract shall extend six (6) months from the date hereof, to-wit: to and including December 14th, 1943.

The contractor agrees to deliver said non-combustible refuse to the reduction works owned by Charles M. Davis at National City, Cal.

(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, 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 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. 78323 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

L. P. POWELL
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 30th day of June, 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 L. P. Powell for collection and removal of City refuse; being Document No. 344207.

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 addition to living quarters.

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

VEDA G. MOSS and DANIEL MOSS, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Fifteen (15) and Sixteen (16) Block Sixty (60) Subdivision Ocean Beach, located at 4936 Newport Street;

That we desire to remodel an existing garage on the above described property into living quarters with a nine (9) inch side yard on one side and have applied for a zone variance under Petition No. 1811, dated June 4, 1943;

That we, in consideration of approval granted by the City of San Diego to remodel the garage into living quarters with a nine (9) inch side yard on one side under Resolution No. 304, dated June 10, 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.

VEDA G. MOSS
5032 Newport, San Diego.

DANIEL MOSS
5032 Newport, Ocean Beach

On this 19th day of June A.D. Nineteen Hundred and forty-three, before me, James T. Morris Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Veda G. Moss and Daniel Moss 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 Ocean Beach, Calif. County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) JAMES T. MORRIS JR.
Notary Public in and for the County of San Diego,
State of California
My Commission expires March 27, 1945

RECORDED JUN 24 1943 50 min. past 10 A.M. in Book 1514 at page 279 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 from Veda G. and Daniel Moss; being Document No. 343962.

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, Dr. Wm. E. Lewis is the owner of Lot 12 Block "D" Redland Gardens according to map thereof #1751 filed in the office of S.D. County Recorder and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this First day of June, 1943, by Dr. Wm. E. Lewis that I will, for and in consideration of the permission granted me to remove six feet of curbing on 56th Street adjacent to the above described property, bind me, Dr. Wm. E. Lewis 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, Dr. Wm. E. Lewis 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.

DR. WM. E. LEWIS
4635 - 56th St.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 1st day of June, A.D. Nineteen Hundred and 43, before me, Evelyn A. Decker a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dr. Wm. 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.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Feb. 20, 1946 State of California

I HEREBY APPROVE the foregoing Agreement this 22nd day of June, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 24 1943 50 min. past 10 A.M. in Book 1514 at page 278 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Dr. Wm. E. Lewis; being Document No. 343972.

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, Old Mission Packing Corp., Ltd. is the owner of Block 409, of Old San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of June 1943, by Old Mission Packing Corp., Ltd. that they will, for and in consideration of the permission granted to remove 15 feet of curbing on Taylor Street between Juan and San Diego Avenue, adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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.

OLD MISSION PACKING CORP., LTD.
BERT GEREN Vice-President
4090 Wallace Street
North San Diego, California

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

On this 23 day of June, A.D. Nineteen Hundred and forty three, before me, Irene M. Young, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bert Geren known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) 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 June, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED JUL 1 1943 46 min. past 3 P.M. in Book 1533 at page 23 of official records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
PEARL M. ROSS
Copyist County Recorder's Office, S.D. County, Cal.

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 Old Mission Packing Corp. Ltd.; being Document No. 344085.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

NOTICE OF RENEWAL OF LEASE FOR LAND W59' QM-714
(Replacement Center)

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

You are hereby notified that under the provisions of paragraph 5, of Lease No. W 59 qu-714, dated October 30, 1940, between the United States of America and The City of San Diego, California for Approx 710 acres in 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 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, 1943, and ending June 30, 1944.

THE UNITED STATES OF AMERICA

By J. R. MERGET

J.R.Merget, Captain, Corps of Engineers, Contracting Officer

CITY OF SAN DIEGO Lessor

By WALTER W. COOPER

City Manager

See Acct under U.S.A.C.E. CLIFFORD, Capt Q.M.C. War Dep't 74 New Montgomery St. San Francisco, Calif. for Finance Officer U.S. Army Ft S MacArthur

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Land Lease (Replacement Center) with United States; being Document No. 343655-1/2.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

CONTRACT No. HA(CAL-4151) cph 101

Date May 1, 1943

NOTICE OF RENEWAL

City of San Diego,
A Municipal Corporation
Gentlemen:

Pursuant to the terms of that certain lease dated the 31st day of July, 1941 by which you leased to the United States of America, Federal Works Agency, the following described premises:

"All that portion of Pueblo Lot 1311 of Pueblo Lands of San Diego in the City of San Diego, County of San Diego, State of California, according to the map thereof made by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 36 in the Office of the County Recorder of said County of San Diego"

for the term commencing July 31, 1941 and ending June 30, 1942, subject to renewal thereafter in accordance with the terms thereof, you are hereby notified that all of the conditions and provisions of said lease are hereby extended to cover the period beginning July 1, 1943 and ending June 30, 1944, at a rental of \$300.00 per annum payable on the 30th day of June, 1944.

All of the considerations, acts, promises, agreements and provisions to be executed and performed by each party to the above mentioned instrument as originally provided shall remain in full force and effect for the said extended period.

Sincerely yours,

UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By JAMES W. ROUTH

WALTER W. COOPER

City Manager San Diego, Calif
Lessor

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal of Lease from Federal Public Housing Authority on portion Pueblo Lot 1311, being Document No. 343726.

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, made this 12th day of July, 1943, 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, 1942, to June 30, 1943, 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 15th day of July, 1943, and to fully complete the same on or before the 31st day of December, 1943.

(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 portions 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. 78406, authorizing such execution, and second parties have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
LESLIE S. EVERTS
CARL M. ESENOFF

Parties of the
Second Part

I HEREBY APPROVE the form of the foregoing Contract this 13th day of July, 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 Agreement with Everts and Esenoff for annual audit of City accounts; being Document No. 344129.

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 1st day of July, 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 EDWIN J. SNORE, 4239 Arizona 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 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 Twelve Hundred Dollars (\$1200.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday.....	On both sides of 4th Avenue, from the north side of Beech Street to the north side of Market Street.

(Non-combustibles) Commencing at the intersection of the west line of Midway Drive and the south line of Rosecrans Street; thence northwest along the southwest line of Midway Drive to the south line of Mission Bay; northeast along the shore of Mission Bay to the point opposite the south line of Gillette Street in Morena Subdivision; thence along the south line of Gillette Street to the east line of Illion Street; south along the east line of Illion Street to the north line of Gardena Avenue; southeast along the north line of Gardena Avenue to the northwest line of Pueblo Lot 267; southeast along the northwest line of Pueblo Lot 267 to the southeast corner of Pueblo Lot 267; southeast along the southwest line of Pueblo Lot 267 to the most southerly corner of Pueblo Lot 267; thence southwest along the southeast line of Overlook Heights to the east corner of Pueblo Lot 286; thence along the southwest line of Pueblo Lot 286 to the south corner of Pueblo Lot 286; northeast along the southeast line of Pueblo Lots 286, 287 and 288 to the north corner of Pueblo Lot 295; southeast along the northeast line of Pueblo Lot 295 to Benecia Street; south along the east line of Benecia Street to the north line of Ruby Street; northeast along the north line of Ruby Street to Josephine Street; northeast along the north line of Josephine Street to the east line of Brunner Street; south along the east line of Brunner Street to the north line of Ruby Street; northeast along the north line of Ruby Street to the east line of Goshen Street; south along the east line of Goshen Street to the north line of Mildred Street; northeast along the north line of Mildred Street to the east line of Hueneme Street; south along the east line of Hueneme to the center line of the San Diego River; west along the center line of the San Diego River to the south line of Taylor Street; southwest along the south line of Taylor Street to the south line of Rosecrans Street; thence along the south line of Rosecrans Street to the point of beginning.

Tuesday.....	Both sides of Fourth Avenue, from the south side of Beech Street to the north side of Market Street; from the east side of Herman Avenue to the east side
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of Boundary Street; from the north side of Palm Street to the south side of Upas Street; from the east side of Boundary Street to the rim of the Wabash Canyon; from the north side of Palm Street to the south side of Thorn Street.

Wednesday.....Both sides of 4th Avenue, from the south side of Beech Street to the north (Combustibles)side of Market Street; from the west side of Park Boulevard to the rim of the Sixth Avenue canyon; from the north side of Monroe Avenue to the rim of Mission Valley.

Thursday.....Both sides of Fourth Avenue, from the south side of Beech Street to the (Combustibles)north side of Market Street; from the north side of Laurel Street to the south side of Redwood Street; from the west side of Sixth Avenue to the rim of the canyons on the west.

Friday.....Both sides of Fourth Avenue, from the south side of Beech Street to the (Combustibles)north side of Market Street; from the south side of Imperial Avenue to the San Diego Bay; from the east side of 28th Street to the west side of 32nd Street; from the south side of Imperial Avenue to the north side of Ocean View Boulevard; from the east side of 25th Street to the west side of 28th Street; from the east side of Sampson Street to the west side of 28th Street; from the south side of Ocean View Boulevard to the San Diego Bay.

Saturday.....From the north side of Beech Street to the south side of Elm Street; from (Combustibles)the west side of Sixth Avenue to the San Diego Bay.

The period of this contract shall extend three (3) months from the date hereof, to-wit: to and including Sept. 30 1943.

The contractor agrees to deliver said non-combustible refuse 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, 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 Twelve Hundred Dollars (\$1200.00) 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. 78389 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
EDWIN J. SNORE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 10th day of July, 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 Edwin J. Snore for collection and removal of City refuse; being Document No. 344234.

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

By Francis T. Patten Deputy

AGREEMENT EMPLOYING SPECIAL ATTORNEY TO AID AND ASSIST THE
CITY ATTORNEY OF THE CITY OF SAN DIEGO FOR THE FISCAL YEAR
BEGINNING JULY 1, 1943

THIS MEMORANDUM OF AGREEMENT Made and entered into this 14th day of July, 1943, by and between J. F. DuPAUL, City Attorney of the City of San Diego, for and on behalf of the City of San Diego, hereinafter called the City Attorney, and SHELLEY J. HIGGINS of the law firm of LINDLEY & HIGGINS of said City of San Diego, hereinafter called Special Attorney; WITNESSETH:

WHEREAS, the Council of the City of San Diego, by Resolution No. 78433, has authorized the City Attorney of said City to employ Shelley J. Higgins as Special Attorney to aid and assist the City Attorney for the fiscal year beginning July 1, 1943, in the carrying on and performance of certain highly technical legal work on behalf of said City, and that the Council of said City and the City Attorney are of the opinion that the assistance and advice of said Special Attorney is necessary in connection with said work of said City Attorney;

NOW, THEREFORE, it is mutually understood and agreed by and between the City Attorney, on behalf of said City of San Diego, and the said Special Attorney as follows:

That, for and in consideration of the sum of Five Thousand and No/100 Dollars (\$5,000.00), payable by the City of San Diego to said Special Attorney in equal monthly installments on the 1st day of each and every month of the life of this contract, said Special Attorney agrees herein and hereby to do and perform all professional legal work which may be required of him by the City Attorney of said City of San Diego during the fiscal year commencing July 1, 1943, including the prosecution and defense of litigation in which the City of San Diego, or any of its Departments, are interested, the furnishing of legal opinions to the City Attorney at his request, and the performance of any and all other legal work which may be required by said City Attorney of said Special Attorney, provided, however, that the said Special Attorney shall not be required, under the terms and provisions of this Agreement, to do or perform or render any service for and on behalf of the City of San Diego which involves or concerns, or is in any way connected with, that certain litigation now pending in the District Court of Appeal in and for the Fourth Appellate District in the case numbered 4th Civil No. 2899, wherein the City of Coronado is respondent, the City of San Diego is appellant and the California Water & Telephone Company is respondent, and said Special Attorney shall not be required to do or perform any act or thing in connection with any of the issues raised in said litigation. The reason for the foregoing exclusion is that for more than three years last past said Shelley J. Higgins has been employed by the City of Coronado to handle certain interests of said City involved in said litigation, and that said litigation has not yet been concluded.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be affixed hereto this 14th day of July, 1943.

J. F. DuPAUL
City Attorney of the City of San Diego
SHELLEY J. HIGGINS
Special Attorney

I hereby approve the foregoing Agreement this 14th day of July, 1943.

J. F. DuPAUL
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement employing Shelley J. Higgins as Special Attorney; being Document No. 344314.

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

By Francis T. Patten Deputy

Office of the District Coast Guard Officer
Long Beach, California
29 May, 1943

City of San Diego
San Diego, California

Sirs:
Subject:

Charter between you and the United States of America
covering the vessel known as "BILL KETTNER", Official number
217300, overall length 65 feet, beam 18 feet; including all
of its gear and equipment as inventoried; renewal of.

A charter was entered into between you and the United States of America under which you chartered to the Government the above mentioned subject vessel. You are hereby given notice in writing that said charter is renewed, subject to appropriation of the necessary funds by Congress, for the period commencing 1 July, 1943, to and including 30 June, 1944, upon the same terms and conditions specified in said charter, including the right of termination by the Government on thirty (30) day written notice.

Please sign the acknowledgment of receipt of this notice on the reverse side of

the four extra copies hereof that are enclosed herewith, inserting the date of such receipt and return the same to the District Coast Guard Officer, Eleventh Naval District, in the envelope enclosed for such purpose.

Yours very truly,
JOSEPH GREENSPUN
Captain, U.S. Coast Guard Acting District Coast Guard
Officer Eleventh Naval District

A true copy: Attest
DONALD F. KLEIN
Ensign, USCGR

31 May, 1943

Receipt of the foregoing notice of renewal of Charter is acknowledged this date July 19-1943.

CITY OF SAN DIEGO
By J. E. PARRISH
Chief of Fire Dept., City of San Diego, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal for operation of Fireboat "Bill Kettner" by the United States Coast Guard; being Document No. 344385.

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

By Francis T. Parker Deputy

Appropriation: 1740405,
"Naval Reserve 1944" Subhead 10.

All public bills for payment under
this contract should include reference
to No. NOY(R)-32787

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

1. THIS LEASE, made and entered into this first day of July, in the year one thousand nine hundred and forty-three, by and between CITY OF SAN DIEGO, CALIFORNIA whose address is San Diego, California, for its executors, administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

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

2. The Lessor hereby leases to the Government the following described premises, viz: Approximately 15,240 square feet of space in the Southeast Wing of the Police Department Headquarters Building, San Diego, California, to be used exclusively for the following purposes (see instruction No. 3): Naval Reserve Armory.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning, and ending with June 30, 1944.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of Seventeen Hundred Forty Dollars (\$1,740.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least thirty (30) days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond six months after the termination of the existing states of war.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following: Heat and water.

7. The Government shall pay the Lessor for the premises rent at the following rate: Seventeen Hundred Forty Dollars (\$1,740.00) per annum. Payment shall be made at the end of each quarter.

8. The Government shall have the right, during the existence of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government ninety (90) days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenable condition during the continuance of this lease, except in case of damage arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

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

12. This lease, or any renewal thereof, is subject to cancellation by the Government on sixty days' notice in writing to the Lessor.

This lease succeeds Lease NOD-1420 dated June 12, 1940, with the above-mentioned Lessor.

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, CALIFORNIA
By: WALTER W. COOPER City Manager
Lessor

UNITED STATES OF AMERICA,

By JOHN J. COURTNEY

By direction of Chief of the Bureau of Yards and
Docks, acting under direction of the Secretary of
the Navy.

(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)

Payment to be made by Disbursing Officer,
Naval Supply Depot, San Diego, Calif.
Copies of all public vouchers to be
furnished by Pers.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with The United States for space in the Police Headquarters building; being Document No. 344389.

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 PIPE AND CONSTRUCTION COMPANY,
UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE MURRAY PIPE LINE,
WHICH SAID CONTRACT IS DATED JULY 17, 1942, AND IS ON FILE IN
THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO, AS
DOCUMENT NO. 339812.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by American Pipe and Construction Company, and which said contract is dated July 17, 1942, and is on file in the office of the City Clerk of said City as Document No. 339812, 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 July 4, 1943.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on July 13, 1943, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by American Pipe and Construction 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 13th day of July, 1943.

THE CITY OF SAN DIEGO

(SEAL)

By FRED W. SICK

City Clerk

RESOLUTION NO. 78432

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer of The City of San Diego, dated July 12, 1943, on file with the City Clerk, that the work performed and materials furnished by American Pipe and Construction Company, under its contract for the construction of the Murray Pipe Line, which contract is dated July 17, 1942, and is on file in the office of the City Clerk of said City as Document No. 339812, 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 American Pipe and Construction Company, under its contract for the construction of the Murray Pipe Line, 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 50 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

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 July, 1943, by the following vote, to-wit:

YEAS - Councilmen: Simpson, H.D. Austin, Hartley, Boud, W.W. Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: Dail

(SEAL)

ATTEST: HARLEY E. KNOX

Mayor of the City of San Diego, California

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

(SEAL)

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 78432 of the Council of the City of San Diego, California, as adopted by said Council Jul 13 1943

(SEAL)

FRED W. SICK

City Clerk

By AUGUST M. WADSTROM Deputy

RECORDED JUL 14 1943 55 min. past 10 A.M. in Book 1520 at page 367 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

H KNIGHT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion for construction of Murray Pipeline; being Document No. 344263.

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

By Francis T. Patton Deputy

OPTION TO PURCHASE

THIS AGREEMENT, made and entered into this 21st day of June, 1943, under and by virtue of the provisions of Sections 3771-3773 and 3791-3810 of the Revenue and Taxation Code of the State of California, by and between THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, WITNESSETH:

THAT WHEREAS, certain lands have been sold to the State of California for non-payment of taxes, including taxes levied by The City of San Diego and collected by County officers, and said lands have been deeded to the State of California for said delinquent taxes, which lands are hereinafter more particularly described, together with dates of sale, certificate numbers and deed numbers; 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 Sections 3771-3773 and 3791-3810 of the Revenue and Taxation Code of the State of California, said Board of Supervisors hereby gives and grants unto said The City of San Diego an option to purchase the following described lands situated in the City of San Diego, County of San Diego, State of California, to-wit:

Parcel No.	Property Description	Date Sold to State	Cert. No.	Date Deeded to State	Deed No.
1	Seaman & Choate's Addition Lots 8, 9, 10, Block 291	6/29/31	13002	7/1/36	715

The consideration for such purchase shall be the sum of One Dollar (\$1.00) per lot or portion thereof. Said purchases 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 lots within two (2) years from the date hereof.

(2) That said The City of San Diego shall have the right at any time within the term of this option to purchase the said lots hereinabove described for the sum of One Dollar (\$1.00) per lot, or portion thereof, 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 Sections 3771-3773 and 3791-3810 of the Revenue and Taxation Code of the State of California, 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 21st day of June, 1943, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to Resolution No. 78265, adopted on the 25th day of May, 1943, authorizing such execution, the day and year first hereinabove written.

ATTEST:
J. B. McLEES, 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
By DAVID W. BIRD Chairman. (SEAL)

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

I hereby approve the form of the foregoing Option Agreement this 11th day of June, 1943.

I hereby approve the form of the foregoing Option Agreement this 15th day of June, 1943.

City Attorney
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 July 14, 1943

HARRY B. RILEY, Controller of
the State of California
By CLARENCE H. SMITH
Deputy

I HEREBY CERTIFY that the above and foregoing is a full (except Resolution No. 78265) true and correct copy of Option to Purchase Lots 8, 9 and 10 Block 291 Seaman & Cheate's Addition; being Document No. 344378.

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 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 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 18th day of June, 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 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. 78003, adopted by the Council of said City March 23, 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.

(SEAL) ATTEST: J. A. CANNON Secretary
SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice President in Charge of Sales Principal

(SEAL) ATTEST: THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT Attorney in fact

I hereby approve the form of the foregoing Undertaking this 26th day of June, 1943.
J. F. DuPAUL 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. 78340 passed and adopted on the 15th day of June, 1943, require and fix the sum of \$398.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego
By HELEN M. WILLIG, Deputy

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 18th day of June, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared _____, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said County and State.

CONTRACT FOR STREET LIGHTING.
Loma Portal Lighting District No. 1

THIS AGREEMENT, made and entered into this 27 day of July, 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:

At the intersection of LOCUST STREET with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street;

At the intersection of EVERGREEN STREET with Curtis Street, Dumas Street, Elliott Street, Freeman Street, Goldsmith Street, Homer Street, Ibsen Street, James Street and Kingsley Street;

At the intersection of WILLOW STREET with Curtis Street, Dumas Street, Elliott Street and Freeman Street;

At the intersection of PLUM STREET with Curtis Street;

At the intersection of CLOVE STREET with Curtis Street, Dumas Street and Elliott Street;

On DUMAS STREET, between Clove Street and Willow Street;

On ELLIOTT STREET, between Willow Street and the northwesterly line of Plumosa Park;

On FREEMAN STREET, between Chatsworth Boulevard and Willow Street;

On GOLDSMITH STREET, between Chatsworth Boulevard and Evergreen Street;

On CHATSWORTH BOULEVARD, between the southwesterly line of Curtis Street produced northwesterly and its termination in Lytton Street;

On LYTTON STREET, between its termination in Chatsworth Boulevard and Rosecrans Street (excepting the northeasterly side of said Lytton Street between Evergreen Street and Rosecrans Street);

On the northwesterly side of ROSECRANS STREET, between the northeasterly line of Curtis Street produced southeasterly and Lytton Street;

On POINSETTIA DRIVE, between Elliott Street and Amaryllis Drive;

On JONQUIL DRIVE, between Elliott Street and Lotus Drive;

On NARCISSUS DRIVE, between Elliott Street and Lotus Drive;

On HYACINTH DRIVE, between the northerly line of Wing Street produced westerly and the northeasterly line of Plumosa Park;

On AZALEA DRIVE, between Hyacinth Drive and the northeasterly line of Plumosa Park;

On WISTERIA DRIVE, between Azalea Drive and the northeasterly line of Plumosa Park;

On LOTUS DRIVE, between Poinsettia Drive and Hyacinth Drive;

On PLUMOSA DRIVE, between Hyacinth Drive and Chatsworth Boulevard; and

On AMARYLLIS DRIVE, between Poinsettia Drive and Lotus Drive.

Such furnishing of electric current shall be for a period of one year from and including June 28, 1943, to-wit, to and including June 27, 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 Loma Portal Lighting District No. 1", filed April 1, 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 One Thousand Five Hundred Ninety-one and 80/100 Dollars (\$1,591.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Loma Portal Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of One Thousand Five Hundred Ninety-one and 80/100 Dollars (\$1,591.80) shall be paid out of any other fund than said special fund designated as "Loma Portal Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Five Hundred Ninety-one and 80/100 Dollars (\$1,591.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

(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 HARLEY E. KNOX
FRED W. SIMPSON
H. DeGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
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 26 day of June, 1943.

J. F. DuPAUL 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 Loma Portal Lighting District No. 1; being Document No. 344450.

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

By Francis T. Brown Deputy

AGREEMENT AMENDING TIDELAND LEASE

THIS AGREEMENT, made and entered into this 1st day of July, 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 pursuant to Ordinance No. 2662 (New Series) of the ordinances of said City, adopted May 25, 1943, hereinafter sometimes referred to as the City, first party, and THE SAN DIEGO AND CORONADO FERRY COMPANY, a corporation, hereinafter sometimes referred to as the Company, second party, WITNESSETH:

WHEREAS, pursuant to the terms and provisions of Ordinance No. 12072 of the ordinances of The City of San Diego, as adopted by the Common Council of said City, and approved by the Mayor of said City on December 10, 1928, the Harbor Commission of The City of San Diego, acting on behalf of said City, executed and entered into a certain tideland lease to the Company, dated the 10th day of January, 1929, for a term continuing until the 15th day of February, 1970, the original of which said lease is on file in the office of the City Clerk as Document No. 240460, and recorded in Book 6, page 260, Records of said City Clerk, which said tideland lease is now in full force and effect according to its terms; and

WHEREAS, the opening and dedication of new public highways makes it desirable that said tideland lease be amended in certain respects, and the parties hereto desire to effect such amendment, and the Council of The City of San Diego by the provisions of Ordinance No. 2662 (New Series), adopted on the 25th day of May, 1943, has authorized the Harbor Commission of The City of San Diego to execute and enter into an agreement amending said tidelands lease;

NOW, THEREFORE, in consideration of the premises it is hereby agreed by and between the parties hereto as follows:

That the tideland lease described in the preamble of this agreement shall be and is hereby amended in the following particulars, and none other:

(1) The description of the property subject to the provisions of said tidelands 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 37.81 feet northwesterly from Government Station No. 181; thence north 0° 01' 40" east a distance of 299.12 feet to a point; thence north 11° 01' 40" east a distance of 108.38 feet to the point of beginning of a curve concave to the northwest having a radius of 614.00 feet; thence northeasterly along the arc of said curve an arc distance of 117.88 feet to the curve's point of ending; thence tangent to said curve north 0° 01' 40" east a distance of 22.09 feet, more or less, to an intersection with the southerly line of that tideland area dedicated as and for a public street by Resolution No. 227, proceedings of the Harbor Commission of The City of San Diego, California; thence south 89° 58' 20" east along the southerly boundary of said dedicated tideland area a distance of 69.17 feet, more or less, to a point distant 66.50 feet northwesterly from the southwesterly prolongation of the southeasterly line of Atlantic

Street (now named Pacific Highway), as said Atlantic Street was dedicated by Resolution No. 108, proceedings of said Harbor Commission; thence southwesterly on a line parallel to and distant 66.50 feet northwesterly from the southwesterly prolongation of the southeasterly line of said Pacific Highway a distance of 528.45 feet to a point; thence south 26° 58' 20" east a distance of 44.34 feet, more or less, to an intersection with the said U. S. Bulkhead Line; thence north 89° 37' 30" east along the said U. S. Bulkhead Line a distance of 242.76 feet to a point; thence south 0° 01' 40" west a distance of 531.65 feet, more or less, to an intersection with the U. S. Pierhead Line, as said U. S. Pierhead Line is now established for the Bay of San Diego; thence north 50° 50' west along the said U. S. Pierhead Line a distance of 647.91 feet to a point; thence north 43° 41' east a distance of 200.66 feet, more or less, to the point or place of beginning, containing an area of 209,712 square feet.

In addition to the premises hereby leased the lessee is hereby granted permission to construct, operate and maintain a pole line for the duration of this lease over and across the following described property:

A strip of tidelands 12 feet in width lying adjacent to the northwesterly line of Pacific Highway, between the southwesterly line of Market Street and the northeasterly line of Harbor Drive, more particularly described as follows:

Beginning at the intersection of the northeasterly line of Harbor Drive, as said Harbor Drive was dedicated 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 northwesterly line of Pacific Highway, as said Pacific Highway was dedicated as and for a public street by Resolution No. 226, proceedings of said Harbor Commission; thence northeasterly along the northwesterly line of said Pacific Highway to a point which is 142 feet northwesterly from the southeasterly line of said Pacific Highway; thence southwesterly on a line parallel to and distant 142 feet northwesterly from the southeasterly line of said Pacific Highway to an intersection with the northeasterly line of said Harbor Drive; thence southeasterly along the northeasterly line of said Harbor Drive to the point or place of beginning.

The San Diego and Coronado Ferry Company to be responsible for the safeguarding of any submarine telephone, gas, water or sewer lines now lying within the limits of the area to be leased, between the U. S. Bulkhead Line and the U. S. Pierhead Line.

The foregoing described property and premises are shown upon Harbor Department Drawing 108-B-1, dated May 5, 1943, a copy of which said drawing is attached hereto, marked "Exhibit A," and made a part of this agreement.

(2) The parties hereto do hereby ratify, approve and confirm the dedication of Pacific Highway and Harbor Drive as at present established.

(3) The parties hereto do hereby ratify, approve and confirm that certain franchise granted by the Common Council of The City of San Diego to San Diego Electric Railway Company by Ordinance No. 10869 of the ordinances of said City, adopted January 17, 1927, for the operation of a street railway running from Market Street southerly upon Atlantic Street (now Pacific Highway) to the Ferry Slip of San Diego and Coronado Ferry Company.

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 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 R. H. VAN DEMAN

EMIL KLIKA

WM. E. HARPER

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

THE SAN DIEGO AND CORONADO FERRY COMPANY (SEAL)

By S. E. MASON V.P.-G.M.

By D. E. HANSON Secretary

I hereby approve the form of the foregoing Agreement Amending Tideland Lease this 22d day of July, 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 (except Ordinance No. 2662 N.S. and Exhibit A, attached to contract) of Agreement amending Tideland lease with The San Diego and Coronado Ferry Company; being Document No. 344457.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That BYRON JACKSON COMPANY, as Principal and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED EIGHTY DOLLARS (\$480.00), 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 July, 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: 1 - Byron Jackson Co. 4" M - Type "S" pump, with 1 - G.E. or Westinghouse motor and contactor, 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 CO. (SEAL)

L. C. KIMBALL

Sales Manager Pump Division

ATTEST: _____

Principal

PACIFIC INDEMNITY COMPANY (SEAL)

By G. A. SHAVER, JR.

Attorney-in-Fact

Surety.

ATTEST: _____

I hereby approve the form of the within Bond, this 28th day of July, 1943.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 28th day of July 1943.
WALTER W. COOPER
City Manager

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

On this 23rd day of July in the year one thousand nine hundred and 43 before me, Atala M. Carter a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared G. A. Shaver, Jr. 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 G. A. Shaver, Jr. acknowledged to me that he subscribed the name of Pacific Indemnity Company, thereto as surety and his own name as Attorney-in-Fact.

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

(SEAL) ATALA M. CARTER
My commission expires May 28, 1946. Notary Public in and for Los Angeles County,
State of California

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 23d day of July, 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 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 to said City:

1 - Byron Jackson Co. 4" M - Type "S" - single stage, pump, mounted on cast iron extended base and direct connected with flexible coupling to one G.E. or Westinghouse 125 HP, 3500 RPM, 440 volt, 60 cycle, 3 phase, ball bearing motor; also G.E. CR-7006D38A magnetic switch providing overload and under voltage protection suitable for use with above motor;

Also, start-stop pushbutton,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 343892.

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

1 - centrifugal pump and motor and contractor.....	\$ 1872.32
Plus California State sales tax	45.52
	<u>\$ 1917.84</u>

Said contractor agrees to complete delivery of said material within 20 weeks from and after the date of the execution of this contract.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

One Thousand Nine Hundred Seventeen and 84/100 Dollars(\$1917.84),

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. 78411 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: BYRON JACKSON COMPANY (SEAL)
L. C. KIMBALL Sales Manager
Pump Division
Contractor

I hereby approve the form and legality of the foregoing contract this 28th day of July, 1943.

J. F. DuPAUL 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 Company for pump and motor; being Document No. 344482.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Petten Deputy

REVOCABLE PERMIT

WHEREAS, the State of California, Department of Public Works, Division of Highways, has requested permission to construct a highway sidewalk on property of the United States Marine Corps Base, San Diego, California, at and near the intersection of Pacific Highway and Barnett Avenue in the City of San Diego, and

WHEREAS, the maintenance of said highway sidewalk along Pacific Highway and along Barnett Avenue will be by the City of San Diego, and

WHEREAS, the construction and maintenance of said highway sidewalk on Government land under the conditions hereinafter enumerated will serve a useful purpose and will be of mutual benefit to the parties hereto and will in no way interfere with the activities of the United States Marine Corps, San Diego, California,

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 Permitter, hereby grants to the State of California, Department of Public Works, Division of Highways; and to the City of San Diego, California; hereinafter jointly referred to as the Permittee; permission, respectively; to construct a highway sidewalk on Pacific Highway and Barnett Avenue, and to maintain said highway sidewalk along Pacific Highway; and to maintain said highway sidewalk along Barnett Avenue; on land of the Marine Corps Base, San Diego, California; at the location and in accordance with the details of a State of California, Division of Highways Drawing No. SD-2-SD 5.31 dated December, 1942, print of which is attached hereto and made a part hereof; and more specifically described as follows:-

Beginning at a point located at the intersection of the southwesterly boundary of Pacific Highway with the northeasterly boundary of Pueblo Lot 321; thence along the northeasterly boundary of Pueblo Lot 321 N 53° 58' 40" W, a distance of 68.73 ft.; thence N 60° 46' W, a distance of 171.67 ft.; thence westerly on a curve concave to the south with a radius of 300 ft., a distance of 237.76 ft.; thence along the southeasterly boundary of Barnett Avenue S 73° 49' 30" W, a distance of 295.06 ft. to an intersection with the southwesterly curb of the intersection leading to Gate No. 3 of the United States Marine Corps Base, San Diego, California; thence N 81° 21' E, a distance of 53.46 ft.; thence on a line 7 ft. southeasterly of and parallel to the southeasterly boundary of Barnett Avenue N 73° 49' 30" E, a distance of 246.37 ft.; thence easterly on a curve concave to the south with a radius of 286 ft., a distance of 178.22 ft.; thence southeasterly on a curve concave to the southwest with a radius of 387 ft., a distance of 71.75 ft.; thence S 59° 51' E, a distance of 218.69 ft. to the point of beginning and containing 0.106 acres.

THIS PERMIT is granted subject to the following provisions and conditions:-

1. This permit shall be indeterminate and revocable at any time at the option and discretion of the Secretary of the Navy.

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

3. This permit is restricted and shall not be assigned or succeeded to in any manner, except by operation of law, without the consent of the Permitter obtained beforehand in writing, and in case of such assignment or succession so consented to, all of the foregoing provisions and conditions shall apply to such substituted Permittee.

4. The Permittee undertakes, without cost to the United States, to construct, maintain and keep in a state of repair the said highway sidewalk to the satisfaction of the representative of the Navy Department hereinafter designated.

5. The construction, maintenance and repair of said highway sidewalk shall be under the jurisdiction of the Navy Department and subject to such laws and regulations as the Navy authorities may from time to time prescribe, and all personnel of the Permittee, including its contractors and others, who engage in the construction, maintenance and repair of said highway sidewalk, 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 the United States.

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

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, maintenance or repair of said highway sidewalk, occasioned in whole or in part by acts or omissions of the permittee's agents, servants or employees, the Permittee agrees, insofar as it may legally do so, to indemnify and save harmless the Government from and against any loss, expense, liability, claims or demands to which the Government may be subjected as a result of such death, loss, destruction or damage, except that if there is concurring negligence on the part of the officers, agents, or employees of the Government, the Permitter agrees to submit to the Congress of the United States a statement of the facts in regard thereto and to make appropriate recommendations with respect to indemnifying and saving harmless the Permittee in whole or in part, as circumstances warrant.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 7th day of May, 1942.

UNITED STATES OF AMERICA
By ANDREW J. MURPHY JR.

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 by the State of California, Department of Public Works,
Division of Highways, in acknowledgment of the acceptance of the terms and conditions there-
in set forth.

APPROVED G. T. McCOY
State Highway Engineer

STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS
By C. H. PURCELL
Director of Public Works (SEAL)

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
Recoverable Permit from the United States for highway sidewalk on Pacific Highway and Barnett
Avenue; being Document No. 344483.

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

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CENTURY LUMBER & MILL 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
SEVEN HUNDRED EIGHTY-NINE Dollars (\$1789.00), 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 July, 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: Approximately 120,160 board feet of lumber, in accordance with the plans and
specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: H. N. SMITH

CENTURY LUMBER & MILL COMPANY
C. D. WHALEN
Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY
By GEO. H. MURCH
Attorney in Fact (SEAL)
Surety

ATTEST: M. SHANNON

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

On this 23rd day of July, before me, Marston Burnham, in the year one thousand
nine hundred and forty-three, a Notary Public in and for said County and State, residing
therein, duly commissioned and sworn, personally appeared Geo. H. Murch known to me to be
the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and
the same person whose name is subscribed to the within instrument as the Attorney-in-Fact
of the said Company, and the said Geo. H. Murch duly acknowledged to me that he subscribed
the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name
as Attorney-in-Fact.

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

(SEAL) MARSTON BURNHAM
Notary Public in and for San Diego County,
My Commission expires April 27, 1946 State of California

I hereby approve the form of the within Bond, this 28th day of July, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL, Asst. City Attorney
WALTER W. COOPER
City Manager

I hereby approve the foregoing bond this 28th day of July 1943.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of Cali-
fornia, this 23rd day of July, 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 Century Lumber & Mill Company, party
of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

60,000 board feet 1" x 10", No. 1 Com. O.P. rough lumber, in
8', 12', 16' and 20' lengths, (not to exceed 50% in
8' and 12' lengths);
150 pieces 6" x 16", No. 1 Com. O.P. rough lumber, 20' lengths
760 " 2" x 12" " 1 " " " 20' "
540 " 2" x 4" " 1 " " " 16' "

In accordance with the specifications therefor on file in the office of the City
Clerk of said City under Document No. 343897.

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

60,000 board feet No. 1 Com. O.P. rough lumber @ \$58.00 per M	\$3480.00
150 pcs 6" x 16" x 20" " " " " " " }	
760 pcs 2" x 12" x 20" " " " " " " }	
540 pcs 2" x 4" x 16" " " " " " " }	\$3674.00
	\$7154.00

Said prices 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: Seven Thousand One Hundred Fifty-four Dollars (\$7154.00), 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. 78405 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
CENTURY LUMBER & MILL COMPANY
C. D. WHALEN
Contractor

ATTEST: H. N. SMITH
(SEAL)

I hereby approve the form and legality of the foregoing contract this 28th day of July, 1943.

J. F. DuPAUL, 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 Century Lumber & Mill Company for 120,160 feet of lumber; being Document No. 344485.

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

By James T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That STANDARD IRON WORKS, as Principal and AMERICAN 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 and No/100 Dollars (\$800.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of July, 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 to said City: Certain equipment and accessories for outlet tower at Murray Dam, 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
C. E. PIEPENBRINK
Sales Manager
Principal

ATTEST: P. M. STRAUBINGER
Secretary

AMERICAN SURETY COMPANY
RALPH E. SMITH
Attorney-in-fact
Surety (SEAL)

ATTEST: M. J. FULTON

I hereby approve the form of the within Bond, this 29th day of July, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 29th day of July 1943.

WALTER W. COOPER
City Manager

STATE OF CALIFORNIA }
County of San Diego } ss

On this 26th day of July, in the year One Thousand Nine Hundred and forty three before me A. Fayette Le Master a Notary Public in and for the County of San Diego, residing therein, duly commissioned and sworn, personally appeared Ralph E. Smith known to me to be the Attorney-in-Fact of the American Surety 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) A. FAYETTE LE MASTER
Notary Public in and for the County of San Diego
My Commission expires Mch 24-1945 State of California

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 24th day of July, 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, 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 equipment and accessories for outlet tower at Murray Dam, as follows:

- 5 only outlet tower vents
- 8 " 1/4" steel covers at valve bays
- 1 " 1/4" " cover 2'10" x 5'10"
- 1 " 1/4" " " 2'10" x 2'10"
- 8 " 2" x 2" x 1/4" rim angles at valve bays
- 1 " 2" x 2" x 1/4" " angle 2'6" x 5'6"
- 2 " 2" x 2" x 1/4" " angles 2'6" x 2'6"
- 124 " 1" round ladder rungs
- 68 " 1" " " guards
- 10 " 1-1/4" round sheave supports
- 2 " outlet extensions
- 2 " fish screens
- 10 " sheave assemblies

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 344052.

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

5 - outlet tower vents	@ \$ 16.02 ea	\$2 80.00
8 - 1/4" steel covers at valve bays	@ \$ 46.14 "	369.12
1 - 1/4" " cover 2'10" x 5'10"	@ \$ 19.31	19.31
1 - 1/4" " " 2'10" x 2'10"	@ \$ 10.97	10.97
8 - 2"x2"x1/4" rim angles at valve bays	@ \$ 18.39	147.12
1 - 2"x2"x1/4" " angle 2'6"x5'6"	@ \$ 18.75	18.75
2 - 2"x2"x1/4" " 2'6"x2'6"	@ \$ 12.57	25.14
124 - 1" round ladder rungs	@ \$ 2.02	250.48
68 - 1" " " guards	@ \$ 2.54	172.72
10 - 1-1/4" round sheave supports	@ \$ 6.23	62.30
2 - outlet extensions	@ \$ 129.42	258.84
2 - fish screens	@ \$ 211.15	422.30
10 - sheave assemblies	@ \$ 136.22	1362.20
		<u>\$3199.35</u>

Said prices include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 13th day of September, 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: Three Thousand One Hundred Ninety-nine and 35/100 Dollars (\$3199.35), 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may -

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than _____ (days-months); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78444 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: P. M. STRAUBINGER Secretary
(SEAL)

STANDARD IRON WORKS
C. E. PIEPENBRINK Sales Manager
Contractor

I hereby approve the form and legality of the foregoing contract this 29th day of July, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Standard Iron Works for equipment for outlet tower at Murray Dam; being Document No. 344486.

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

AIR MAIL

The Honorable Walter W. Cooper
City Manager City of San Diego
San Diego, California

June 30, 1943
Contract No. WSA-3176
Letter Addendum No. 1

Dear Sir: Re: Bareboat Charter - Vessel BILL KETTNER Official No. 217,300

Confirming our telegram of June 29, 1943, the Administration advises you of the exercise of its option to extend the Charter period of the Bareboat Charter dated October 28, 1942, (Contract WSA-3176), covering your vessel BILL KETTNER, in accordance with Article 18(c) thereof, for the period of one year commencing June 30, 1943.

Kindly indicate your acceptance by executing the acknowledgment on the attached carbon copies of this letter and return them to this office at your earliest convenience.

Yours very truly,
(Sgd) W. C. PEET, Jr. Secretary
Accepted and acknowledged on behalf of the 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 Renewal of Charter for operation of Fireboat BILL KETTNER by the United States; being Document No. 344508.

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. E. Hazard Contracting Co. is the owner of Lot 1, Block 272, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of July, by R. E. Hazard Contracting Co. that we will, for and in consideration of the permission granted to remove 32 feet of curbing on Pacific between Laurel and Maple, 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, heirs 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 CONTRACTING CO.
By B. R. HAZARD

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

On this 20th day of July, A.D. Nineteen Hundred and forty three before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared B. R. 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) MARK M. SAUNDERS
Notary Public in and for the County of San Diego,
My Commission expires May 4, 1945 State of California

RECORDED JUL 22 1943 25 min. past 9 A.M. in Book 1530 at page 230 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from R. E. Hazard Contracting Co.; being Document No. 344371.

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, Annette Allen is the owner of Lot 7 (seven), Block Fourteen (14) of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of July, 1943, by Annette Allen that I will, for and in consideration of the permission granted to remove sixteen feet of curbing on A St. between State St. and Columbia St., adjacent to the above described property, bind _____ to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.

ANNETTE ALLEN
3320 Third Avenue
San Diego Cal.

I HEREBY approve the form of the foregoing agreement this 20th day of July, 1943.

J. F. DuPAUL City Attorney

By HARRY S. CLARK

Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 19 day of July, A.D. Nineteen Hundred and forty three before me, Ruth Marker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Annette Allen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

RUTH MARKER

(SEAL)
My Commission expires Dec. 7, 1943

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

RECORDED JUL 22 1943 25 min. past 9 A.M. in Book 1530 at page 231 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Annette Allen; being Document No. 344372.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton 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 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 SEVEN THOUSAND SEVEN HUNDRED SIXTEEN DOLLARS (\$7,716.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of July, 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 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. 78046, adopted by the Council of said City on April 6, 1943, required to be done, and furnish all 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: P. A. BAILEY
Secretary

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

(SEAL)

Principal

ATTEST: _____

THE CENTURY INDEMNITY COMPANY (SEAL)
By PAUL WOLCOTT Attorney-in-Fact
Surety

STATE OF CALIFORNIA,

County of San Diego

ss

On this 23rd day of July, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

(SEAL)

Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 2nd day of August, 1943.

J. F. DuPAUL, 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. 78426 passed and adopted on the 13th day of July, 1943, require and fix the sum of \$7,716.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 3d day of August, 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:

INDIA STREET, between Ivy Street and Broadway;

COLUMBIA STREET, between Beech Street and Broadway;

STATE STREET, between Elm Street and Broadway;

UNION STREET, between B Street and Broadway;

FRONT STREET, between B Street and Broadway;

FIRST AVENUE, between Beech Street and Broadway;

SECOND AVENUE, between B Street and Broadway;

THIRD AVENUE, between A Street and Market Street;

FOURTH AVENUE, between Ivy Street and Market Street;

FIFTH AVENUE, between Laurel Street and K Street;

SIXTH AVENUE, between A Street and Island Avenue;

SEVENTH AVENUE, between Beech Street and F Street;

EIGHTH AVENUE, between Beech Street and Market Street;

NINTH AVENUE, between B Street and Market Street;

TENTH AVENUE, between B Street and Market Street;

ELEVENTH AVENUE, between B Street and Market Street;

TWELFTH AVENUE, between Russ Boulevard and Imperial Avenue;

SIXTEENTH STREET, between C Street and the south line of Sherman's Addition;

ASH STREET, between Seventh Avenue and Eighth Avenue;

A STREET, between India Street and Eighth Avenue;

B STREET, between Kettner Boulevard and Twelfth Avenue;

C STREET, between Kettner Boulevard and Twelfth Avenue;

BROADWAY, between Pacific Highway and Sixteenth Street;

E STREET, between India Street and Sixteenth Street;

F STREET, between Columbia Street and Sixteenth Street;

MARKET STREET, between the east line of State Street produced south and Sixteenth Street;

IMPERIAL AVENUE, between National Avenue and Thirteenth Street; and

NATIONAL AVENUE, between Twelfth Avenue and Sixteenth Street.

Such furnishing of electric current shall be for the period of one year from and including July 1st, 1943, to-wit, to and including June 30, 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 San Diego Lighting District No. 1", filed April 16, 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 Thirty Thousand Eight Hundred Sixty-two and 08/100 Dollars (\$30,862.08) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "San Diego Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Thirty Thousand Eight Hundred Sixty-two and 08/100 Dollars (\$30,862.08) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Thirty Thousand Eight Hundred Sixty-two and 08/100 Dollars (\$30,862.08).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, 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: P. A. BAILEY
Secretary

(SEAL)

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

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
FRED W. SIMPSON
H DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
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 2nd day of August, 1943.
J.F. DuPAUL, 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 San Diego Lighting District No. 1; being Document No. 344528.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tetter Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into this 20th day of July, 1943, 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 1943-1944, beginning on the 1st day of July, 1943, and ending on the 30th day of June, 1944, 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 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 1943-44, made available for that purpose, provided that the representation hereinabove provided for shall not be such representation as is entrusted by the Charter of The City of San Diego to the control and supervision of the City Attorney.

(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.

(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. 78459 adopted by the Council of said City on the 20th day of July, 1943, 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 31st day of July, 1943.

J. F. DuPAUL
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 \$5,000.00

Dated Aug. 9th, 1943

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

By J. McQUILKEN

To be paid out of WATER DEVELOPMENT (235)

Memo PHIL SWING as SPECIAL WATER COUNSEL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Phil D. Swing for services as Special Water Counsel; being Document No. 344342.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tiller 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 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 TWENTY-SEVEN DOLLARS (\$27.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of July, 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 CANTERBURY DRIVE, between Sussex Drive and the northerly boundary line of Kensington Manor Unit No. 2; WESTMINSTER TERRACE, between Canterbury Drive and the easterly boundary line of Kensington Manor Unit No. 2; and SUSSEX DRIVE, between Canterbury Drive and the easterly boundary line of Kensington Manor Unit No. 2, 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: P. A. BAILEY
Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice President in Charge of Sales

Principal

THE CENTURY INDEMNITY COMPANY (SEAL)

By PAUL WOLCOTT

Attorney-in-Fact

Surety

ATTEST: _____

STATE OF CALIFORNIA

County of San Diego

} ss

On this 23rd day of July, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL)

FRANCES S. BOWERS

Notary Public in and for said County and State.

I hereby approve the form of the foregoing Undertaking this 2nd day of August, 1943.

J. F. DuPAUL, 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. 78425 passed and adopted on the 13th day of July, 1943, require and fix the sum of \$27.00 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 3d day of August, 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:

CANTERBURY DRIVE, between Sussex Drive and the northerly boundary line of Kensington Manor Unit No. 2;

WESTMINSTER TERRACE, between Canterbury Drive and the easterly boundary line of Kensington Manor Unit No. 2; and

SUSSEX DRIVE, between Canterbury Drive and the easterly boundary line of Kensington Manor Unit No. 2.

Such furnishing of electric current shall be for a period of one year from and including May 1, 1943, to and including the 30th day of April, 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 Kensington Manor Lighting District No. 1", filed February 5, 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 One Hundred Five Dollars (\$105.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Kensington Manor Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time 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 Hundred Five Dollars (\$105.00) 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 Hundred Five Dollars (\$105.00).

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: P. A. BAILEY
Secretary (SEAL)

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

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
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 2nd day of August, 1943.
J. F. DuPAUL, 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 Kensington Manor Lighting District; being Document No. 344529.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tamm 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 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 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 24th day of July, 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 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.

ATTEST: P. A. BAILEY
Secretary (SEAL)

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

ATTEST: _____
(SEAL)

CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT
Attorney-in-Fact

Surety

I hereby approve the form of the foregoing Undertaking this 2nd day of August, 1943.

J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego

ss

On this 24th day of July, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

(SEAL)

Notary Public in and for said County and State

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 78449 passed and adopted on the 20th day of July, 1943, require and fix the sum of \$242.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

CONTRACT FOR STREET LIGHTING.

University Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 3d day of August, 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:

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, 1943, to-wit: to and including August 6, 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. 1", filed May 10, 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 Nine Hundred Sixty-six Dollars (\$966.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Nine Hundred Sixty-six Dollars (\$966.00) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Nine Hundred Sixty-six Dollars (\$966.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

ATTEST: P. A. BAILEY
Secretary

(SEAL)

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

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
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 2nd day of August, 1943.

J. F. DuPAUL, 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 University Avenue Lighting District No. 1; being Document No. 344530.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING

Five Points Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE 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 SEVENTY-THREE DOLLARS (\$273.00), 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 24th day of July, 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 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. 78131, adopted April 27, 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.

(SEAL)
ATTEST: P. A. BAILEY
Sect.

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

(SEAL)
ATTEST: _____

THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT
Attorney-in-Fact
Surety

STATE OF CALIFORNIA,

County of San Diego

On this 24th day of July, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said County and State
I hereby approve the form of the foregoing Undertaking this 2nd day of August, 1943.
J. F. DuPAUL, 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. 78448 passed and adopted on the 20th day of July, 1943, require and fix the sum of \$273.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING

Five Points Lighting District No. 1

THIS AGREEMENT, made and entered into this 3d day of August, 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:
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, 1943, to and including August 4, 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 Five Points Lighting District No. 1", filed May 7, 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 One Thousand Ninety-two Dollars (\$1092.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having

jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge, and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One Thousand Ninety-two Dollars (\$1092.00) shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Ninety-two Dollars (\$1092.00).

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: P. A. BAILEY
Secretary

(SEAL)

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

By THE CITY OF SAN DIEGO
HARLEY E. KNOX
FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
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 2nd day of August, 1943.

J. F. DuPAUL, 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 Five Points Lighting District No. 1; being Document No. 344531.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

LEASE

THIS INDENTURE, made in duplicate, this 31st day of July, 1943, 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 4, 5, 6, 8 and 9, in Block 41, Middletown, according to

Partition Map made by J. E. Jackson, filed in the office of the County Clerk of San Diego County, California,

for a term of two years, commencing on the 31st day of July, 1943 and ending on the 30th day of July, 1945, YIELDING AND PAYING THEREFOR the sum of Fifty Dollars (\$50.00) per month during said occupancy, 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 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 (30) 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 THEREOF, 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. 78476 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, Lessee,
By WALTER W. COOPER

City Manager

I HEREBY APPROVE the form and legality of the foregoing Lease this 2nd day of August, 1943.

J. F. DuPAUL, 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 Sadie Parker and Jerauld Ingle; being Document No. 344557.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$5,000.00

Dated AUG 3 1943

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of PUBLIC WORKS GC 272

Memo Rubbish contract KENNETH E. BEARD

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 26th day of July, 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 KENNETH E. BEARD, 4703 College Way, 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 twelve 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 Ave.
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 from July 26, 1943, to and including November 13, 1943. The contractor agrees to deliver said non-combustible refuse to the reduction works owned by Charles M. Davis at National City, California.

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 of 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 Twelve 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. 78477 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
KENNETH E. BEARD
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 3d day of August, 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 Kenneth E. Beard for collection and removal of City refuse; being Document No. 344574.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Totten 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 2nd day of July 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 CLEVELAND NATIONAL FOREST, hereinafter referred to as the Government, WITNESSETH:

WHEREAS mutual benefit does accrue to the City and the Government by the maintenance and operation of a Lookout at Lyons Peak and a Forest Guard Station in San Diego River for fire protection, because of the potential damage which can be done to the interests of both by uncontrolled forest fires, and

WHEREAS the Forest Service is professionally well qualified and more economically situated to handle such work.

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

The city agrees to pay to the Government during the fiscal year 1944, the total sum of Thirteen hundred and Twenty dollars (\$1320.00) payable at the rate of Two hundred and Twenty dollars (\$220.00) per month toward the expense of maintenance by the Government of Lyons Peak Lookout Service, and San Diego River Fire Guard Service. Said monthly payments shall be made by the City during the fire season of said fiscal year, and will be deposited with the Regional Fiscal Agent, 760 Market Street, San Francisco, California, when and as requested by the Forest Supervisor.

The Government agrees to plan the work for and to select, supervise and equip the men for the positions of Lyons Peak Lookout and San Diego River Fire Guard, and to maintain said Lyons Peak Lookout and San Diego River Fire Guard Service during the Fire Season of the fiscal year 1944, which said fiscal year begins July 1, 1943, to insure efficient fire protection to watersheds and mutual benefits to the parties to this agreement.

If, upon June 30, 1944, 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, 1944, 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 1943 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 with Cleveland National Forest for maintenance of lookout at Lyons Peak and San Diego River Forest Guard Station; being Document No. 344614.

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

KNOW ALL MEN BY THESE PRESENTS, That Herman Chilton, an individual dba HERMAN GOLDBERGER AGENCY, as Principal and AMERICAN SURETY CO. OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED FOUR Dollars (\$404.00), 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 30th day of July, 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 to said City: Magazines and newspaper subscriptions for the period beginning September 1, 1943 and ending August 31, 1944, 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: F. THEODORE CONLAN
Countersigned at Los Angeles, Calif.
By H. O. PEAK JR.
Resident Licensed Agent
ATTEST:
E. KIBBY Resident Assistant Secretary
HERMAN CHILTON, dba
HERMAN GOLDBERGER AGENCY
HERMAN CHILTON
Principal
AMERICAN SURETY COMPANY OF NEW YORK
By W. I. WHITLEY
Resident Vice President
Surety (SEAL)

I hereby approve the form of the within Bond, this 10th day of August, 1943.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 10th day of August 1943.
WALTER W. COOPER
City Manager

AUTHORITY OF SIGNERS FOR SURETY
Transcript from the Record Book of the Board of Trustees
American Surety Company of New York
"A meeting of the Board of Trustees of American Surety Company of New York was held at the office of the Company, No. 100 Broadway, New York City, on Tuesday, January 19, 1943, at twelve o'clock noon. *****
"Upon motion duly made, seconded and unanimously carried, the following Resident Officers were elected, to hold office until their respective successors shall have been duly chosen and shall qualify, or until they shall resign or be removed as provided in the By-Laws:
Place Resident Vice-Presidents Resident Assistant Secretaries
Boston Franklin J. Connors, Arthur D. Cronin C.E.Daly, F.B.Davidson, M.M.Donohue
Mass. Charles Haas, F.B.Hammond, M.L.Jenks Jr. A.M.Dunlea, M.D.Evans,
George H.McClellon, A.S.Nelson, Edgar F.Josephson, E.Kibby,
E.S.Ricker, W.I. Whitley, R.B.Williams Wm.F.McClellan, George H. McClellon,
E.G.Mills, D.M.Pease, A.C.Tedeman,
W.I. Whitley, R.B.Williams,
E.S.Wyman
* * * * *

"The following resolution was duly adopted:
"RESOLVED, That the President, the Vice-Presidents and the Resident Vice-Presidents be, and they hereby are, and each of them is hereby authorized and empowered to execute and deliver any and all surety bonds and undertakings for or on behalf of the Company, in its business and in accordance with its Charter; such bonds and undertakings to have in every instance, however, the seal of the Company affixed thereto, and to be attested by the signature of the Secretary, an Assistant Secretary, or a Resident Assistant Secretary of this Company."
* * * * *

STATE OF NEW YORK,)
County of New York,) ss
I, E.H.Larson Assistant Secretary of American Surety Company of New York, do hereby certify that the foregoing transcripts from the Record Book of the Board of Trustees of American Surety Company of New York are correct transcripts from said Record Book; I further certify that the foregoing transcript of resolution is a just, true, correct and complete copy of the original thereof.
Given under my hand and the seal of the Company, at New York, N.Y., this 30th day of July 1943.
E. H. LARSON (SEAL)
Assistant Secretary

CONTRACT
THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of July, 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 HERMAN CHILTON an individual dba 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, 1943 and ending August 31, 1944, in accordance with the Master List of said subscriptions filed in the office of the City Clerk of said City under Document No. 344118, 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 Six Hundred Fifteen and 90/100 Dollars (\$1615.90).

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by 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 Six Hundred Fifteen and 90/100 Dollars (\$1615.90), as follows:

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

Said contractor 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. 78386, of the Council authorizing such execution, and the contractor has caused this contract to be executed and hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

HERMAN CHILTON, dba

HERMAN GOLDBERGER AGENCY

HERMAN CHILTON

Contractor

ATTEST:

F. THEODORE CONLAN

I hereby approve the form and legality of the foregoing contract this 10th day of August, 1943.

J. F. DuPAUL, 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 magazines and newspaper subscriptions; being Document No. 344660.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

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

1. THIS LEASE, made and entered into this 15th day of March, in the year one thousand nine hundred and forty-three by and between The City of San Diego, a Municipal Corporation whose address is Civic Center, San Diego, California, for itself, 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: Lot 3, Block 493, Old San Diego, as shown on map thereof drawn by James Pascoe, 1870 and filed February 4, 1876, in the office of the City Engineer. Located on the westerly line of Arista Street beginning 300 feet southerly of Presidio Drive. Vacant Land. Containing approximately 19,000 square feet to be used exclusively for the following purposes (see instruction No. 3): Requirements of the War Department.

3. To have and to hold the said premises with their appurtenances for the term beginning March 15, 1943 and ending June 30, 1947 or six months after the date of the termination of the unlimited National Emergency, as declared by the President of the United States on May 27, 1941, (Proclamation 2487), whichever occurs first.

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.

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.

6-1/2. It is understood by the Government that The City of San Diego in permitting the use for military purposes of the premises herein described for the merely nominal consideration of \$1.00 per year is doing so as a contribution or gift to the Government in aid of the war effort.

This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the Lessor for the acquisition of any estate, right or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration, or have any bearing or effect whatsoever in determining the just compensation payable to the Lessor by the Government for any such taking.

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 twenty (20) 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 thirty days advance written notice.

13. A joint survey and inspection of the condition of the premises has been made and is attached hereto and by this reference is made a part hereof.

Paragraphs 5, 9 and 10 deleted prior to execution.

Paragraphs 12 and 13 inserted prior to execution.

Paragraph 6-1/2 inserted prior to execution.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

Signed in presence of:
FRED W. SICK City Clerk San Diego, Calif.
FRANK E. CAVANAUGH 406 Commonwealth Bldg.,
San Diego, California

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

UNITED STATES OF AMERICA,
THOMAS F. CROGHAN Chief, Los Angeles
Sub-Office
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)

JOINT RECORD OF PHYSICAL SURVEY OF LAND

City of San Diego San Diego, California
Max D. Strong 1st Lt., Btry. C. 352nd CA (AA) March 15, 1943

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.

IDENTITY OF PROPERTY: Located on the westerly line of Arista Street beginning 300 feet southerly of Presidio Drive.
OWNER: City of San Diego
TOTAL AREA CONTRACTED FOR: 19,000 square feet
LAND: 19,000 square feet
CROPS: None
FENCING: None
OTHER IMPROVEMENTS: None
REMARKS: The leased property is a vacant lot in a medium class residential district. There are no improvements, no shrubs or plantings no deep holes or irregularities. There are some scrub brush and weeds and approximately 12 eucalyptus trees of varying ages. The trees appear to be volunteer and are not considered to be of any value.

CITY OF SAN DIEGO (Lessor) MAX D. STRONG 1st Lt. Btry. C. 352nd
By WALTER W. COOPER City Manager CA (AA)
Civic Center, San Diego, California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States of America for land at Arista Street near Presidio Drive; being Document No. 344706.

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, Phil H. Doughty is the owner of Lots 13 & 14 Block 2, of La Mesa Colony;

NOW, THEREFORE, This AGREEMENT signed and executed this 13th day of July, 1943 by Phil H. Doughty that he will, for and in consideration of the permission granted to remove 20 feet of curbing on El Cajon Blvd between 67th Street and 68th Street, adjacent to the above described property, bind himself to, and hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on Phil H. Doughty 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.

PHIL H. DOUGHTY,
3171 Adams Ave., Apt. F.

I HEREBY approve the form of the foregoing agreement this 14th day of July, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

STATE OF CALIFORNIA

County of San Diego

On this 13th day of July, A.D. Nineteen Hundred and 1943, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Phil H. Doughty known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, 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 JUL 22 1943 25 min. past 9 A.M. in Book 1540 at page 77 of Official
Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Phil H. Doughty; being Document No. 344296.

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, Wm. J. Glasson is the owner of Lot 43 to 48 Block 96, of Manessee &
Schillers Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 9 day of July, by Wm. J.
Glasson that I will, for and in consideration of the permission granted to remove 60 feet
of curbing on Newton between Dewey & Sampson adjacent to the above described property, bind
-----to, and I hereby by these presents agree to, remove any driveway constructed in pur-
suance hereto, and to replace the curbing at such time as the City Council of San Diego
directs me so to do, and comply therewith at my own expense and with no cost or obligation
on the part of The City of San Diego.

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 2

GLASSON MILL & LUMBER COMPANY
2000 Main Street San Diego, California
Wm. J. Glasson, Owner

I HEREBY approve the form of the foregoing agreement this 15th day of July, 1943.
J. F. DuPAUL, City Attorney

By HARRY S. CLARK
Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego,

On this 9th day of July, A.D. Nineteen Hundred and forty three, 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 is subscribed to the within instrument, and acknowledged to me that-----
executed the same.

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

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

My Commission expires Oct. 28, 1945
RECORDED JUL 22 1943 25 min. past 9 A.M. in Book 1540 at Page 83 of Official
Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Wm. J. Glasson; being Document No. 344309.

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

City of San Diego

County of San Diego

Union Title Insurance and Trust Company, after being first duly sworn, for them-
selves deposes and says:

That we ----- the owners of the hereinafter described real property:

Lots Six (6) and Seven (7) Block Twenty four (24) Subdivision University Heights,
located at 1809-13 Adams Avenue;

That we desire to remodel an existing store building on the above described pro-
perty into five apartments with no side yard and 100% coverage and have applied for a zone
variance under Petition No. 1900, dated July 8, 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. 351, dated July
15, 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.

UNION TITLE INSURANCE AND TRUST COMPANY
By JOHN G. MC GREGOR

Vice President

On this 17th day of July A.D. Nineteen Hundred and Forty-three, before me, Corenne E. Gregory a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John G. McGregor known to me to be the person described in and whose name-----subscribed to the within instrument, and acknowledged to me that John G. McGregor 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) CORENNE E. GREGORY
Notary Public in and for the County of San Diego,
State of California

RECORDED JUL 22 1943 25 min. past 9 A.M. in Book 1530 at page 229 of Official
Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

E. DRUMMOND

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Union Title Insurance and Trust Company for remodeling store building; being Document No. 344348.

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, THE DENNSTEDT CO., a corporation, is the owner of Lot F Block 31 Mission Beach and,

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

THIS AGREEMENT, signed and executed this 23rd day of July 1943, by The Dennstedt Co. that they will, for and in consideration of the permission granted to remove 18 feet of curbing on 2810 Mission Blvd. adjacent to the above described property, bind-----to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs-----so to do, and comply therewith at 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., a corporation, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

THE DENNSTEDT CO.
By E. W. DENNSTEDT (SEAL)
4110 El Cajon Blvd.

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

On this 23rd day of July, 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 E. W. Dennstedt, President of The Dennstedt Co., a corporation known to me to be the person described in and whose name his subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

My Commission expires Nov. 10, 1943

The form of the foregoing agreement is approved this 31st day of July, 1943.
I certify that I have correctly transcribed this document in above mentioned book. C. JOHNSON, copyist
County Recorder's Office, S.D. County, Calif. J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy

RECORDED AUG 10 1943 12 min. past 9 A.M. in Book 1536 at page 348 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Dennstedt Company; being Document No. 344525.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to 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, Tom Patella & Frances Patella are the owners of Lot "Eye" Block 115, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of July, by Tom Patella & Frances Patella that we will, for and in consideration of the permission granted

to remove 16 feet of curbing on Fourth (4th) between J St. and Island St., 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.

TOM PATELLA
366 6th St.
I HEREBY approve the form of the foregoing agreement this 2nd day of August, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

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

On this 26th day of July, A.D. Nineteen Hundred and 43, before me, Mabelle A. Setter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Tom Patella known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MABELLE A. SETTER
Notary Public in and for the County of San Diego,
My Commission expires Jan 27, 1947 State of California
RECORDED AUG 10 1943 12 min. past 9 A.M. in Book 1536 at page 349 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Tom Patella; being Document No. 344556.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tavan 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, Arden Farms Co. is the owner of Lot F, Block 128, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of July 1943, by Arden Farms Co. that we will, for and in consideration of the permission granted to remove 20' feet of curbing on K St between 11th & 12th, adjacent to the above described property, bind-----to, and-----hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs-----so to do, and comply therewith at 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 Arden Farms 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.

ARDEN FARMS CO.
H. K. FORD
1136 K St.

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

On this 2nd day of August, A.D. Nineteen Hundred and forty-three, before me, Helen C. Polk, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H.K.Ford, as Purchasing Agent for Arden Farms, 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) HELEN C. POLK
Notary Public in and for the County of San Diego,
My commission expires January 28, 1945 State of California

Contract No. HA(CAL-4253)mph-104

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 20th day of January, 1943, 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 400 dwelling units management and maintenance bldgs. to be located in or near the City of San Diego, (Identification No. CAL-4253), 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 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 properly 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 totaled and considered as one for the purpose of rates and billing as agreed to herein. PROVIDED, however, that if, by request, master meters are installed at different locations to serve the development, the readings of such meters shall be billed separately.

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 readings 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 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 (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: 190' East of the East Line of Corodva on Hill Street North. (Tap. No. 43914A)

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

APPROVED Regional Counsel

For the Federal Public Housing Commissioner

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

SEAL

ATTEST:

FRED W. SICK, City Clerk

I HEREBY APPROVE the form of the foregoing Contract this 28th day of June, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

NATIONAL HOUSING AGENCY FEDERAL PUBLIC HOUSING AUTHORITY

I, FRED W. SICK, hereby certify that I am the City Clerk of The City of San Diego, California, 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 Water Department and the United States of America for the supplying of water to a certain Defense Housing Development at San Diego, California (designated as Project CAL-4253) was, at the time of such execution, a duly elected, qualified, and acting City Manager of San Diego, California; that such contract was duly signed on behalf of The City of San Diego Water Department, by the authority of its governing body, and is within the scope of its corporate powers.

Dated at San Diego, Calif., this 28th day of June, 1943.

FRED W. SICK

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with United States for water for Azure Vista Housing Project; being Document No. 344728.

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

By Francis T. Tamm Deputy

AGREEMENT

THIS AGREEMENT, made and entered at The City of San Diego this 1st day of July, 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, 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:

RECITALS

A. Heretofore the City and the contractor, under date of the 20th day of May, 1943, entered into a contract for the cleaning and lining of certain cast iron water pipe, in accordance with the specifications referred to therein. Said contract is on file in the office of the City Clerk of said City under Document No. 343624, and is now in full force and effect.

B. Under said contract the City has the obligation to do certain work preparatory to the performance of the work required to be done by the contractor, such as the uncovering of water pipe, the replacement of odd-sized sections, removal of valves, unused connections, etc. Unforeseen obstacles and obstructions have increased the amount of this work to be performed by the City. The contractor, while awaiting the performance by the City of its preliminary work, finds it necessary to pay his personnel for a full work week, even though not actively engaged in performing the contract work.

C. It is mutually advantageous for the contractor, with his own personnel, to perform portions of the preliminary or preparatory work contemplated to be done by the City under said contract.

NOW, THEREFORE, in consideration of the foregoing recitals and of the matters and things hereinafter set forth, the parties hereto agree together as follows:

(1) "City Construction Foreman," as used herein, means Construction Foreman, Water Department, Division of Distribution, City of San Diego.

"Engineer," as used herein, refers to Junior Engineer, Hydraulic Design, Water Department, Division of Distribution, City of San Diego.

(2) The contractor, during such periods of time as his crew is not actively engaged in the performance of the work required to be done by him under said contract of May 20th, 1943, will perform such preliminary and preparatory work for the City as may be directed by the City Construction Foreman.

The Contractor's superintendent will be under the direction of the City Construction Foreman, who will determine the type and location of the city work to be performed.

(3) In the performance of said work the contractor shall pay to all persons employed thereon the per diem rates of wages required under his said contract of May 20, 1943.

(4) For the work performed by the contractor hereunder the City will pay a sum equal to seventy-five cents (75¢) per hour for each person actually employed by the contractor hereunder, upon the presentation by the contractor of monthly bills to the City, which said bills shall be fully itemized giving the dates, number of men, hours worked by each man, total man-hours daily, and total man-hours monthly. The contractor's superintendent and the City Construction Foreman shall keep separate records of the time the contractor's personnel is engaged in the performance of work for the City hereunder. In case the individual records do not agree, the Engineer will arbitrate the matter and his decision shall be final and binding upon both parties. In other disputes or differences of opinion arising under this agreement will be arbitrated by the Engineer, and his decision will be final and binding upon both parties.

(5) The making of this agreement shall not nullify, change or amend in any particular any of the provisions of said contract of May 20, 1943, nor shall the contractor or his sureties be relieved of any obligations or responsibilities set forth therein.

All insurance required under the terms of said contract shall be maintained in full force by the contractor.

(6) It is specifically understood and agreed that the City incurs no liability or responsibility whatever by entering into this agreement, other than the obligation to pay the contractor the compensation herein provided to be paid.

(7) The total compensation payable by the City hereunder shall not exceed the sum of one thousand dollars (\$1000.00).

(8) It is further mutually agreed 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

EDWARD THOMPSON HAAS
Doing business under the firm name and style of
TATE PIPE LININGS CO. OF CALIFORNIA
Contractor.

I hereby approve the form of the foregoing Agreement this 1st day of July, 1943.

J. F. DuPAUL, 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 \$1,000.00

Dated July 1, 1943

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of WATER DISTRIBUTION (FAB 3881)

Memo TATE PIPE LINING COMPANY (Clean Pipeline)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Tate Pipe Lings Co. to do certain extra work in connection with contract for cleaning and lining pipe line; being Document No. 344746.

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

By Francis T. Tatten Deputy

WAR DEPARTMENT PERMISSION TO USE LAND

San Diego, California
September 5, 1942

The undersigned hereby gives permission for the United States and its troops engaged in the conduct of any military operations, and their animals, vehicles and equipment, at any and all times during the period commencing September 25, 1942; and ending 19__, both dates inclusive, or six months after the date of the termination of the unlimited National Emergency, as declared by the President of the United States on May 27, 1941 (Proclamation 2487), temporarily to enter, maneuver upon, pass over, use and bivouac or camp upon the following described premises, and to use the water therein or thereon for drinking, cooking and cleaning purposes. The said premises are described as follows:

That certain unimproved land known as Lots 1 and 2, Block 352, Old San Diego, as shown on Map made by James Pascoe in 1870, filed February 4, 1876 in the Office of the City Engineer. Located on the southeasterly line of Greenwood Street, and extending from Morena Boulevard to Fort Stockton Drive.

It is understood that any claim for damage arising out of the use of said property under this permit shall be in writing, under oath, and shall contain a detailed statement of the condition of the premises, enumerating the loss or damage allowed and the estimated amount. Such claim shall be filed in triplicate, within ten days after the termination of the use herein granted, with U.S. Division Engineer Real Estate Branch, Rents and Claims Department at 621 S. Hope St., L.A., Calif. for adjustment or for settlement as provided by law and regulations.

CITY OF SAN DIEGO
By WALTER W. COOPER City Manager
San Diego, California

State California

County San Diego

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit to the War Department to use Lots 1 and 2 Block 352 Old San Diego; being Document No. 344789.

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

By Francis T. Tatten Deputy

WAR DEPARTMENT PERMISSION TO USE LAND

San Diego, California
3 August 1943

The undersigned hereby gives permission for the United States and its troops engaged in the conduct of any military operations, and their animals, vehicles and equipment, at any and all times during the period commencing 12 January 1943, and ending six months after the date of the termination of the unlimited National Emergency, as declared by the President of the United States on May 27, 1941 (Proclamation 2487), temporarily to enter, maneuver upon, pass over, use and bivouac or camp upon the following described premises, and to use the water therein or thereon for drinking, cooking and cleaning purposes. The said premises are described as follows: That certain non-dedicated road beginning at a point on the northerly line of Sorrento Canyon Road approximately 1,000 ft. westerly of its intersection with the northeasterly San Diego City limit boundary and Sorrento Canyon Road, and running northerly through Pueblo Lot 1353 and Pueblo Lot 1355 to a point in said northeasterly San Diego City limit boundary line, also that certain portion of Pueblo Lot 1355 containing approximately 9-1/2 acres, described as beginning at the angle of the San Diego City and San Diego County boundary line 1,300 ft. more or less northwesterly from the south east corner of Pueblo Lot 1355; thence northwesterly along said boundary line 1,300 ft. to a point; thence south 900 ft. to a point; thence easterly 900 ft. more or less to the point of beginning, as shown on map drawn by James Pascoe 1870 and filed February 4, 1876, with the City Engineer of the City of San Diego. Located on the hill easterly of Sorrento, California. Access via road beginning approximately 1-1/4 miles south of Sorrento.

It is understood that any claim for damage arising out of the use of said property under this permit shall be in writing, under oath, and shall contain a detailed statement of the condition of the premises, enumerating the loss or damage alleged and the estimated amount. Such claim shall be filed in triplicate, within ten days after the termination of the use herein granted, with War Dept., Div. Engr., R.E. Branch, Rents and Claims Department at 621 So. Hope St., Los Angeles, Calif. for adjustment or for settlement as provided by law and regulations.

CITY OF SAN DIEGO
By WALTER W. COOPER, City Manager
Civic Center Bldg., San Diego,
Calif.

State California

County San Diego

Section 5 Twp. 15 S Range 3W. S.B.B.M.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit to the War Department to use land vicinity of Sorrento Canyon Road; being Document No. 344790.

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

By Francis T. Tatten Deputy

AGREEMENT AMENDING TIDELAND LEASE.

THIS AGREEMENT, made and entered into this 19th day of July, 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 The City of San Diego pursuant to Ordinance No. 2571 (New Series) of the ordinances of said City, approved Nov. 10, 1942, hereinafter referred to as the City, party of the first part, and SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY, 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 predecessor in interest of Company, as lessee, dated May 22, 1930, the original of which said lease

is on file in the office of the City Clerk of said City under Document No. 258318, and is recorded in Book 7, page 36, 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 descriptions of the areas of land designated as "Plat Number One," and "Plat Number Two," on pages 1 and 2 of said lease are hereby amended to read as follows:

"Plat Number One."

Beginning at the intersection of the Westerly line of 16th Street with the North-erly line of Newton Avenue; thence South 21° 31' 39" West a distance of 55.66 feet to a point; thence South 39° 18' 40" West a distance of 617.60 feet to an intersection with the center line of the present main track of the San Diego and Arizona Eastern Railway, at Engineer's Survey Station 101+06⁰⁶ of said center line of track; thence North 48° 07' 28" West along said center line of track a distance of 1208.59 feet to an intersection with the mean high tide line of the Bay of San Diego, as established by that certain Superior Court Action Number 35473; thence along said mean high tide line for the Bay of San Diego South 86° 24' 55" East a distance of 78.18 feet to a point; thence North 63° 54' 05" East a distance of 1.67 feet to the true point or place of beginning of that certain described parcel of tidelands hereinafter to be known as Plat Number 1 of this survey; thence con-tinuing North 63° 54' 05" East a distance of 106.045 feet to a point; thence South 61° 14' 30" East a distance of 130.385 feet to a point; thence South 61° 57' 55" East a distance of 100.026 feet to a point; thence South 62° 52' 55" East a distance of 100.02 feet to a point; thence South 66° 42' 55" East a distance of 100.18 feet to a point; thence South 66° 15' 55" East a distance of 100.136 feet to a point; thence South 60° 31' 55" East a distance of 100.115 feet to a point; thence South 60° 10' 55" East a distance of 100.147 feet to a point; thence South 54° 11' 55" East a distance of 101.270 feet to a point; thence South 15° 10' 40" East a distance of 104.635 feet to a point; thence South 3° 12' 35" West a distance of 106.837 feet to a point; thence South 30° 46' 35" West a distance of 100.742 feet to a point; thence South 0° 35' 35" West a distance of 72.338 feet to a point; thence North 48° 07' 28" West a distance of 1068.71 feet to the true point or place of beginning; containing a tideland area of 217,667 square feet, more or less.

"Plat Number Two."

Beginning at the intersection of the Westerly line of 16th Street with the North-erly line of Newton Avenue; thence South 21° 31' 39" West a distance of 55.66 feet to a point; thence South 39° 18' 40" West a distance of 617.60 feet to an intersection with the center line of the existing main track of the San Diego and Arizona Eastern Railway at Engineer's Survey Station 101+06⁰⁶; thence North 48° 07' 28" West a distance of 21.461 feet to an intersection with the mean high tide line of the Bay of San Diego, as estab-lished by that certain Superior Court Action Numbered 35473; thence along said mean high tide line South 13° 16' 25" East a distance of 85.827 feet to a point; thence South 81° 21' 25" West a distance of 1.236 feet to a point, said point being the true point or place of beginning of that certain described parcel of tidelands hereinafter to be known as Plat Number Two of this survey; thence continuing South 81° 21' 25" West a distance of 185.079 feet to a point; thence North 51° 51' 51" West a distance of 608.170 feet to a point; thence North 35° 30' 55" West a distance of 406.553 feet to a point of curve to the left whose center bears South 54° 29' 05" West 2864.83 feet; thence along said curve to the left through an angle of 3° 11' 04" a distance of 159.22 feet to an intersection with the above described mean high tide line of the Bay of San Diego; thence North 43° 34' 05" East 63.497 feet to a point; thence South 48° 07' 28" East 1275.725 feet to the true point or place of beginning, excepting therefrom all that portion of Municipal Tideland called Parcel Number 2, 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.

Said premises are indicated and shown on Harbor Department Drawing No. 104B, dated October 9, 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 4th day of May, 1930, and ending on the 31st day of December, 1979, unless sooner terminated as in said lease provided.

All of the terms and conditions of said lease, except as in this agreement speci-fically modified shall continue in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego 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.

Recommended T. A. MANNING
Lease Agent

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

ATTEST: ROY G. HILLEBRAND
Secretary (SEAL)

SAN DIEGO & ARIZONA EASTERN RAILWAY COMPANY
By M. J. WISE
Assistant to the President

I hereby approve the form of the foregoing Agreement Amending Tideland Lease this 19th day of August, 1943.

Description correct N. D. EICHENLAUB
Resident Engineer
Form approved: A. E. STEWART
Contract Attorney

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

ORDINANCE NO. 2571(New Series)
EXHIBIT A (Drawing No. 104B)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with San Diego & Arizona Eastern Railway Co. (except Ordinance No. 2571 New Series and Drawing No. 104B attached to Lease); being Document No. 344753.

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

By Francis T. Patten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of August, 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 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 lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California, under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; the said lands hereby leased being more particularly described as follows, to-wit:

Beginning at Government Station No. 461 on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego; thence north 75° 30' 50" east a distance of 477.47 feet, more or less, to the point of intersection of the northeasterly boundary line of that tideland area named Harbor Drive and dedicated 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 Hawthorn Street, said point of intersection being the true point or place of beginning; thence north 69° 47' 40" east along the said prolongation of the northwesterly line of Hawthorn Street a distance of 330.25 feet, more or less, to an intersection with the southwesterly line of that tideland area dedicated as and for a public street by Resolution No. 108, proceedings of said Harbor Commission, and now named Pacific Highway; thence north 20° 12' 20" west along the southwesterly line of said Pacific Highway to an intersection with the southwesterly prolongation of the southeasterly line of Laurel Street; thence south 69° 47' 20" west following along the said prolongation of the southeasterly line of Laurel Street a distance of 1035.35 feet to the point of beginning of a curve concave to the south, having a radius of 116 feet, the center of which bears south 20° 12' 40" east; thence southwesterly along the arc of said curve an arc distance of 149.09 feet to the point of beginning of a compound curve having a radius of 50 feet; thence southeasterly along the arc of said compound curve an arc distance of 66.48 feet to a point of reverse curve having a radius of 1600 feet, the center of which bears south 9° 58' 18" east, said point of reverse curve being on the northeasterly boundary line of that said tideland area dedicated and named Harbor Drive; thence southeasterly following the curve along the northeasterly line of said tideland area dedicated and named Harbor Drive an arc distance of 350.04 feet to a point; thence north 22° 30' 24" east normal to said curve a distance of 44.61 feet to a point; thence south 65° 12' 20" east a distance of 42.43 feet to a point; thence south 23° 59' 05" west a distance of 43.47 feet, more or less, to an intersection with the northeasterly line of said Harbor Drive; thence southeasterly along the northeasterly line of said Harbor Drive an arc distance of 1196.03 feet, more or less, to the true point or place of beginning, containing 903,747 square feet of tideland area; EXCEPTING therefrom the existing leased and permit areas and roadway areas, as follows:

Roadway Area	containing	39864 square feet;
Sport Fishers Club	containing	10019 square feet;
Shell Oil Company	containing	11275 square feet;
Sunset Oil Company	containing	4500 square feet;
Gilmore Oil Company	containing	7000 square feet;
Westgate Sea Products Co.	containing	109176 square feet;
U. S. Army Air Reserve Corps	containing	30000 square feet;
Total		211834 square feet.

EXCEPTING, also, the rights-of-way for pipe lines delineated on Harbor Department Plat No. 59-B-4, hereinafter referred to.

The lands hereinabove described being shown on Harbor Department Plat No. 59-B-4 dated March 10, 1943, attached hereto, marked "Exhibit A," and made a part of this lease.

It is understood and agreed that the roadways shown upon said Harbor Department Plat No. 59-B-4, attached hereto, are to be kept open for ingress and egress.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of five (5) years, beginning on the 1st day of August, 1943, and ending on the 31st day of July, 1948, unless sooner terminated as herein provided, at and for the following payment and rentals:

The sum of One thousand dollars (\$1000.00), payable upon the taking effect of this lease;

The sum of five cents (5¢) per square foot per year until the termination of the existing National war emergency, as determined by the President of the United States.

At the close of said National war emergency and thereafter from time to time, but not oftener than once a year, the Harbor Commission shall determine and fix the rental to be paid during the remainder of the term hereby granted and any extension or extensions thereof; provided, however, that the rentals so determined and fixed shall never be less than one cent (1¢) per square foot per year nor more than five cents (5¢) per square foot per year.

It is understood and agreed that the Harbor Commission will exercise equitably its discretion in adjusting and fixing from time to time the rentals to be paid hereunder, and in arriving at their decision will weigh and consider such factors as existing local and National economic conditions affecting the lessee's business, the financial position of the lessee, the volume of its business, and the amount of rental which under principles of sound business policy it should reasonably be required to pay.

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

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, the lessee shall, provided it be not then in default as to any of the terms or conditions herein contained, have a right to a renewal of this lease upon the same terms and conditions and for the same purposes and uses for an additional period of five (5) years; and thereafter at the end of the first five year renewal period upon the same conditions and terms the lessee shall have the right to a renewal for a second five-year term; and at the end of the second five-year period the lessee shall, provided it is not then in default as to any of the terms and conditions herein contained, have the right to a renewal of this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of five (5) years; and thereafter, upon the same conditions and terms the lessee shall have the right to a renewal for a fourth five-year term; and at the end of such fourth five-year term the right to a renewal for a fifth five-year term; and at the end of the fifth five-year term the right to a renewal for a sixth five-year term; and at the end of the sixth five-year term the right to a renewal for a seventh five-year term; and at the end of the seventh five-year term the right to a renewal for an eighth five-year term; and at the end of the eighth five-year term the right to a renewal for a ninth five-year term..

Such options shall be exercised by notice in writing on the part of the lessee filed with the Clerk of The City of San Diego and with the Harbor Commission of The City of San Diego at least ninety (90) days prior to the end of the term of this lease, and at least ninety (90) days prior to the end of each or any five-year extension or renewal hereof, as hereinabove provided. Thereupon this lease shall continue in full force and

effect in accordance with all of the provisions hereof during the ensuing period of five (5) years, and so through each succeeding period for which the lessee shall exercise its option to renew the same.

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 now on the demised premises and such 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 or 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 and aircraft engines and aircraft parts, together with any operations or activities necessary or convenient in connection therewith, including, but not limited to, 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.

The lessee shall also have the right, if it so elect, to convert all or a portion of its manufacturing plant to the manufacture and sale of motors, engines, machines and metal articles, as well as parts therefor.

(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 any extension or renewal thereof, 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 to remove from said premises such buildings, structures, appliances and appurtenances as have been constructed 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 maintained on the leased premises.

(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) Said lessee further agrees that if said City, without fault on its part, should be made a party to any action brought against the lessee, and arising out of the acts or defaults of the lessee, its agents, servants or employees, or in connection with said lessee's occupation of said demised premises, then and in that event said lessee 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 lessee 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 lessee does hereby expressly covenant that it will in all respects abide by all such laws, and further that it will in the use and occupancy of said leased premises and in all business conducted 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 lessee 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 said lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above set forth, or shall fail or refuse to perform any of the obligations undertaken by it under this lease, 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 lessee demanding the performance, remedying or curing of the same, and upon the failure, neglect or refusal of the lessee so to do within said ten (10) days, this lease shall terminate, and said lessee 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 lessee shall forfeit all rights and claims thereto and thereunder. Said lessee 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 lessee, who hereby agrees to save the City harmless from any cost, loss or damage occasioned thereby. In this connection the lessee 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.

It is further understood and agreed that this lease, upon its taking effect, shall entirely supersede and operate completely to terminate the existing tideland leases between The City of San Diego and Solar Aircraft Company, and relieve said company from any

further obligation thereunder, save and except the obligation to pay any rental that may have accrued and be unpaid thereunder at the time of such termination. Said leases so to be superseded and terminated are as follows:

Lease dated September 1, 1936, on file in the office of the City Clerk of The City of San Diego, bearing Document No. 302491, and recorded in Book 9, page 349, Records of said City Clerk; together with the Modification of said Lease, dated February 7, 1940, on file in the office of said City Clerk, bearing Document No. 318821, and recorded in Book 11, page 208, Records of said City Clerk.

Lease dated July 9, 1942, on file in the office of said City Clerk bearing Document No. 339673, and recorded in Book 13, page 212, Records of said City Clerk.

It is further understood and agreed that whenever the Harbor Commission shall require the tenants or occupants of any of the existing leased and permit areas which are excepted from the premises hereby leased to surrender possession of the same to the City, the lessee shall, provided this lease is then in full force and effect, have the right and option to have such area or areas included within and form a part of the premises hereby leased, and if so included the lessee shall thereafter pay rent for such additional area or areas at the same rate per square foot that the Harbor Commission establishes for the premises hereby leased. If the lessee elects to exercise the option herein granted, it shall within thirty (30) days after receipt of written notice from the Harbor Commission of availability of any of said excepted areas file with the Harbor Commission a written notice of such election. Failure so to do shall extinguish said right and option of the lessee.

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 thereto 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

SOLAR AIRCRAFT COMPANY Lessee
By EDMUND PRICE, Pres. Secty.

I hereby approve the form of the foregoing Lease this 1st day of August, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL
Assistant City Attorney

(RESOLUTION NO. 78574)
(EXHIBIT A)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with Solar Aircraft Company (except Resolution No. 78574 and Exhibit A); being Document No. 344826.

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

By Francis T. Tatten Deputy

LEASE BETWEEN CITY OF SAN DIEGO 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-three by and between City of San Diego, a Municipal Corporation whose address is Civic Center, San Diego, California for itself, 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 particularly described as follows, to-wit: Lots 1-10 inclusive, 11-13 inclusive, 40-50 inclusive, Block C, Pacific View according to Official Map thereof No. 1497, filed in the Office of the County Recorder, November 15, 1912. Located on Lapwai and King Streets between Lieta and Nashville Streets. Unimproved land containing approximately 2.586 acres to be used exclusively for the following purposes (see instruction No. 3); requirements of the War Department.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 1, 1943 and ending with June 30, 1947, or six months after the date of the termination of the unlimited national emergency, as declared by the President of the United States on May 27, 1941, (Proclamation 2487) whichever occurs first.

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.

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.

6-1/2. It is understood by the Government that The City of San Diego in permitting the use for military purposes of the premises herein described for the merely nominal consideration of \$1.00 per year is doing so as a contribution or gift to the Government in aid of the war effort.

This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the Lessor for the acquisition of any estate, right or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration, or have any bearing or effect whatsoever in determining the just compensation payable to the Lessor by the Government for any such taking. It is further understood and agreed that the Lessor does not, and cannot guarantee that it possesses a clear title to the lots hereby leased and that this lease is made subject to all outstanding rights of third persons.

7. The Government shall pay the Lessor for the premises rent at the following rate: One and no/100 (\$1.00) 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 twenty(20) 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 by giving the Lessor thirty (30) days advance written notice.

13. A Joint Survey and Inspection of the condition of the premises has been made and is attached hereto and by this reference is made a part thereof.

Paragraphs 5, 9 and 10 deleted prior to execution and paragraphs 6-1/2, 12 and 13 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.

FRANK E. CAVANAUGH
406 Commonwealth Bldg.
San Diego, Calif.

(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.

CITY OF SAN DIEGO
By WALTER W. COOPER City Manager

UNITED STATES OF AMERICA
By THOMAS F. CROGHAN
Chief, Los Angeles Sub-Office
Contracting Officer

FRED W. SICK (SEAL)

JOINT RECORD OF PHYSICAL SURVEY OF LAND

City of San Diego Lessor
C. C. Hull Major, Corps of Engineers, San Diego-Yuma Area Engineer
San Diego, California
April 1, 1943

This record to be appended and made a part of an agreement entered into between the United States of America and the above party.

IDENTITY OF PROPERTY: Lapwai and King Streets between Lieta and Nashville Streets, San Diego, Calif.

OWNER: City of San Diego
TOTAL AREA CONTRACTED FOR: Approx. 2.586 acres
LAND: Approx. 2.586 acres

CROPS: None

FENCING: None

OTHER IMPROVEMENTS: None

REMARKS: The leased property is level, partly brush covered, unimproved. No crops, power lines, water mains or trees. Dirt streets, no sidewalks or curbs.

CITY OF SAN DIEGO Lessor
By WALTER W. COOPER
City Manager
Civic Center, San Diego, Calif.

FOR THE DISTRICT ENGINEER:
C. C. HULL
Major, Corps of Engineers,
San Diego-Yuma Area Engineer

RESOLUTION NO. 78278

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

That the City Manager of said City be, and he is hereby authorized and empowered on behalf of said City, to enter into a Lease with The United States of America, for the leasing of Lots 1 to 13, inclusive, and 40 to 50 inclusive, Block C, Pacific View, according to Official Map thereof No. 1497, filed in the office of the County Recorder November 15, 1912, located on Lapwai and King Streets, between Lieta and Nashville Streets, for the term beginning April 1, 1943; and ending June 30, 1947, or six months after the date of the termination of the unlimited National Emergency, as declared by the President of the United States on May 27, 1941 (Proclamation 2487), at a yearly rental of \$1.00, receipt whereof is hereby acknowledged.

I HEREBY CERTIFY the above to be a full, true, and correct copy of Resolution No. 78278 of the Council of the City of San Diego, as adopted by said Council May 25, 1943.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States in Block C Pacific View; being Document No. 344787.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

B O N D

No. 1944590

KNOW ALL MEN BY THESE PRESENTS, that we, Union-Tribune Publishing Co., of the City of San Diego, California, as Principal, and The Fidelity and Casualty Company of New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are jointly and severally bound unto The City of San Diego, a Municipal Corporation in the County of San Diego, State of California, in the sum of One Thousand Dollars (\$1000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, the said principal hereby binds itself, its successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of August, 1943.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with said The City of San Diego, to do all the advertising of said City for the years beginning on the 1st day of August, 1943, and ending on the 31st day of July, 1945, in its daily newspaper, which is called THE SAN DIEGO UNION, in accordance with and at the contract price set forth in the said annexed

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

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

UNION TRIBUNE PUBLISHING CO. (SEAL)
Principal

ATTEST: L. C. RIDOUT Asst. Secty.

By A. K. WHYTE
Publisher and Manager

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)
By DONALD B. GOLDSMITH Surety
Attorney

ATTEST: B. C. FOTLAND

STATE OF CALIFORNIA

County of San Diego

} ss

On this 20th day of August in the year One Thousand Nine Hundred and Forty-three before me Zelida B. Melancon a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

ZEIDA B. MELANCON

(SEAL)

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

My commission expires March 12, 1946

The rate of premium on this bond is \$5.00 per thousand. The total amount of premium paid is \$5.00.

C O N T R A C T

THIS AGREEMENT, made and entered into this 20th day of August, A.D. 1943, by and between UNION TRIBUNE PUBLISHING CO., a corporation of The City of San Diego, California, the party of the first part, and hereinafter in this contract designated as the Company, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, and hereinafter in this contract designated as the City, WITNESSETH:

That the said Company will, and does hereby undertake to and with the said City, for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be performed, to do all the advertising of said City, for the years beginning with the first day of August, 1943, and ending with the 31st day of July, 1945, in its daily newspaper, which is called THE SAN DIEGO UNION, for the following prices:

One (1) time,	\$1.10 per column inch;
Two (2) times,	\$1.05 per column inch per insertion;
Five (5) times,	\$.90 per column inch per insertion;
Ten (10) times,	\$.85 per column inch per insertion;
More than ten (10) times,	\$.75 per column inch per insertion.

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

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

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

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

Said Company shall furnish to the City, through the City Clerk's office, free of charge, on each day of publication, fifteen (15) copies of The San Diego Union, to serve the departments interested, for clipping copies of official notices.

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

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

It is further understood and agreed that this contract gives to the said Company the right to do all of the advertising of said City, from the first day of August, 1943, to and including the 31st day of July, 1945.

It is further agreed that should any advertising be unfinished on the 31st day of July, 1945, the same shall be finished and completed by the said Company in its newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said Company has caused these presents to be executed by its Publisher and Manager, and the execution thereof to be attested by its Asst. Sect'y, thereunto duly authorized, and said The City of San Diego has caused these presents to be executed by its City Manager, in pursuance of the authorization of Resolution No. 78549, the day and year first hereinabove written.

ATTEST: L. C. RIDOUT Asst. Sect'y.

UNION-TRIBUNE PUBLISHING CO. (SEAL)
By A. K. WHYTE
Publisher and Manager
THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

I hereby approve the form of the foregoing contract, this 23d day of August, 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 Union-Tribune Publishing Co. for official advertising 1943-1945; being Document No. 344797.

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

By Francis T. Patton Deputy

AGREEMENT AMENDING CONTRACT

THIS AGREEMENT, entered into this 17th day of August, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as Party of the First Part, and THE CITY OF CORONADO, a city of the sixth class, in said County and State, hereinafter designated as the Party of the Second Part, WITNESSETH:

That whereas The City of San Diego and the City of Coronado entered into an agreement dated the 21st day of February, 1940, for the installation and operation of a remote control service from Radio Station KGZD, which said agreement is on file in the office of the City Clerk, bearing Document No. 318523, and is recorded in Book 11, page 189, Records of said City Clerk; and

WHEREAS, both parties to said agreement desire to modify and amend the same in the particulars hereinafter set forth; NOW, THEREFORE,

In consideration of the premises, it is mutually agreed that subdivision (2) of Paragraph B, page 2 of said agreement of February 21, 1940, shall be and it is hereby amended to read as follows:

"(2) That it will furnish all labor necessary in maintaining the transmitters for the motor vehicles of Party of the Second Part, which labor will be performed at its own shops in order that the same will operate in accordance with its license from the Federal Communications Commission; it being understood and agreed that materials for such maintenance work will be furnished by Party of the Second Part, as aforesaid; and that said maintenance work shall be charged to and paid by the City of Coronado at the actual cost to The City of San Diego of such service. The City of San Diego will render bills on or before the 10th day of each month covering services rendered hereunder for the preceding month."

That in all respects, except as herein specifically provided for, said agreement of February 21, 1940, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed on behalf of the Party of the First Part by its City Manager, under and pursuant to a resolution of its Council No. 78499, adopted on the 3rd day of August, 1943, and the Party of the Second Part has caused this agreement to be executed by its Mayor and attested by its City Clerk, under and pursuant to a resolution adopted by its City Council authorizing the same on the 17th day of August 1943, 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 CITY OF CORONADO,
Party of the Second Part,
By C. W. INCE, Mayor

ATTEST: A. A. MATHEWSON, City Clerk
(SEAL)

I HEREBY APPROVE the form and legality of the foregoing Agreement this 23d day of August, 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 Agreement amending contract with City of Coronado for service from Police Radio Station KGZD; being Document No. 344804.

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

By Francis T. Patton 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 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 FORTY-FIVE DOLLARS (\$245.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11 day of August, 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 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 Frode 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: C. C. MAY
Assistant Secretary

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

ATTEST: _____

THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT
Attorney-in-Fact
Surety

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 11th day of August, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

(SEAL)

Notary Public in and for said County and State.

I hereby approve the form of the foregoing Undertaking this 25 day of August, 1943.

J. F. DuPAUL, 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. 78502 passed and adopted on the 3d day of August, 1943, require and fix the sum of \$245.00 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

Ocean Beach Lighting District No. 1

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

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, 1943, to-wit, to and including August 13, 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 Ocean Beach Lighting District No. 1", filed May 22, 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 Nine Hundred Seventy-eight and 60/100 Dollars (\$978.60) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Ocean Beach Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Nine Hundred Seventy-eight and 60/100 Dollars (\$978.60) shall be paid out of any other fund than said special fund designated as "Ocean Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said Ordinance an assessment has been levied for said sum of Nine Hundred Seventy-eight and 60/100 Dollars (\$978.60).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

ATTEST: C. C. MAY

Assistant Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY

Vice President in Charge of Sales
(SEAL)

THE CITY OF SAN DIEGO

By HARLEY E. KNOX

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

ERNEST J. BOUD

CHARLES C. DAIL

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK City Clerk

By AUGUST M. WADSTROM

Deputy

I hereby approve the form of the foregoing Contract, this 25 day of August, 1943.

J. F. DuPAUL, 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 Ocean Beach Lighting District No. 1; being Document No. 344841.

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

By Francis T. Wadstrom 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 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 FIVE HUNDRED TWENTY-THREE DOLLARS (\$523.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11 day of August, 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 UNIVERSITY AVENUE, between Boundary Street and Euclid Avenue; 34TH STREET, between the westerly prolongation of the north line of University Avenue and the westerly prolongation of the south line of Lot 4, Block 192, Amended Map of City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150 feet south of the south line of University Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

ATTEST: C. C. MAY
Assistant Secretary

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

ATTEST: _____

THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT
Attorney-in-Fact

Surety

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 11th day of August, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 25 day of August, 1943.

J. F. DuPAUL, 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. 78503 passed and adopted on the 3d day of August, 1943, require and fix the sum of \$523.00 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 31st day of August, 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:

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

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

Such furnishing of electric current shall be for a period of one year from and including August 7, 1943, to-wit: to and including August 6, 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. 3", filed May 21, 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 Two Thousand Ninety-one Dollars (\$2,091.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as

"University Avenue Lighting District No. 3 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Two Thousand Ninetyone Dollars (\$2,091.00) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Ninetyone Dollars (\$2,091.00).

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: C. C. MAY
Assistant Secretary

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

THE CITY OF SAN DIEGO
By H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
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 25 day of August, 1943.

J. F. DuPAUL, 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 University Avenue Lighting District No. 3; being Document No. 344842.

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 auxiliary building for truck garden

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

Joe Bertolino, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; Westerly one hundred and eighteen feet (118) of Lot one hundred and thirteen (113) Subdivision Oak Park Annex, located at southeast corner of 50th Street and Wightman Street;

That I desire to construct auxiliary building for the storage of tools and garden equipment;

That I, in consideration of approval granted by the City of San Diego to construct and use the building in conjunction with my truck garden (Victory garden); do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this building will not be used as living quarters or for any commercial purposes in violation of the Zoning ordinances of the City;

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.

JOE BERTOLINO
2773 Newton Ave.

On this 19th day of August 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 Joe Bertolino known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 AUG 28 1943 10 min. past 9 A.M. in Book 1545 at Page 303 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 from Joe Bertolino re construction of building at 50th and Wightman; being Document No. 344752.

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 an auxiliary building for truck garden

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

} ss

Jacob W. Brem and Elsie M. Brem, after being first duly sworn, each for himself deposes and says;

That I am the owner of the hereinafter described real property; Lots Thirty nine (39), Forty (40) & Forty one (41) Block Thirty seven (37) Subdivision Parrish and Loomis Addition, located at on "F" Street between 26th Street and 27th Street;

That I desire to construct an auxiliary building for the storage of tools and garden equipment;

That I, in consideration of approval granted by the City of San Diego to construct and use the auxiliary building in conjunction with a truck garden (Victory Garden); do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this building will not be used as living quarters or for any commercial purposes in violation of the Zoning Ordinances of the City;

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.

JACOB W. BREM

811 - 26 St. San Diego

Calif.

ELSIE M. BREM

811 26th St. San Diego, Calif.

On this 19th day of August, A.D. Nineteen Hundred and Forty-three, before me, John H. Langston a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jacob W. Brem and Elsie M. Brem 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)

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

RECORDED AUG 28 1943 10 min. past 9 A.M. in Book 1548 at page 195 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 Jacob W. and Elsie M. Brem re use of building on F Street; being Document No. 344758.

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 use of a small building as a real estate office

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

} ss

Jennie V. Tiernan, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property; East one-half (1/2) of Lots Twenty two (22) and Twenty three (23) Block D Subdivision University Heights, located at 2520 Adams Avenue;

That I desire to use the lower floor of the building on the above described property as a Real Estate Office;

That I, in consideration of approval granted by the City of San Diego to rezone the above property to zone R-4; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the lower floor of the building on the above described property will continue as a Real Estate Office and will not be used for any other commercial use, or in violation of the Zoning Ordinance of the City;

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.

JENNIE V. TIERNAN

2520 Adams Ave.

On this 26th day of August A.D. Nineteen Hundred and forty-three, before me, John V. Rush a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jennie V. Tiernan 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)

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

My commission expires October 3, 1946
RECORDED AUG 28 1943 10 min. past 9 A.M. in Book 1545 at page 304 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 from Jennie F. Tiernan to the City of San Diego re use of a building at 2520

Adams Avenue; being Document No. 344870.

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, B. E. Harmer is the owner of Lot "J" Block 100, of Horton's;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of August 1943, by B. E. Harmer that he will, for and in consideration of the permission granted to remove 16 feet of curbing on 10th Street between Market Street and Island 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.

B. E. HARMER
801 Island Ave. San Diego, Calif.

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

On this 17 day of August, 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 B. E. Harmer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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)

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 August, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 28 1943 10 min. past 9 A.M. in Book 1555 at page 92 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
Curb Removal Agreement from B. E. Harmer; being Document No. 344778.

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

No. 4618838-A

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE & CONSTRUCTION COMPANY, a corporation, as Principal and Fidelity and Deposit Company of Maryland, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND THREE HUNDRED SEVENTY-FOUR DOLLARS (\$2,374.00), 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 August, 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 approximately 320 lineal feet of 48" I.D. reinforced concrete steel cylinder pipe, together with special fittings, for use in connection with the construction of Murray Reservoir Outlet Works, 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. M. McADAM, Secretary
(SEAL)

AMERICAN PIPE & CONSTRUCTION COMPANY
ROBERT V. EDWARDS, Vice President
Principal

ATTEST: THERESA FITZGIBBONS Agent
(SEAL)

FIDELITY AND DEPOSIT COMPANY OF
MARYLAND
By D. M. LADD Attorney in Fact
Surety

I hereby approve the form of the within Bond, this 27th day of August, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 27th day of August, 1943

WALTER W. COOPER
City Manager

STATE OF CALIFORNIA,)
County of Los Angeles) ss

On this 26th day of August, 1943, 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 Fedelity 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 26th day of August, 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 AMERICAN PIPE AND CONSTRUCTION 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:

- Item No.
- 1. 170 lin. ft. 48" I.D. Class A reinforced concrete steel cylinder pipe including required beveled and short sections, closures, and rubber gaskets;
 - 2. 150 " " 48" I.D. Class B reinforced concrete steel cylinder pipe including required beveled and short sections, closures, and rubber gaskets;
 - 3. 1 each 48" I.D. Class A reinforced concrete steel cylinder fabricated bends with rubber gasket joints and gaskets, not over 45°, 10 foot radii;
 - 4. 1 each 48" I.D. Class B reinforced concrete steel cylinder fabricated bend with rubber gasket joints and gaskets, not over 45°, 10 foot radius;
 - 5. 1 each 48" I.D. Class A reinforced concrete steel cylinder reducing 45° bend, radius 7 feet, 42" end plain for welding, 48" end rubber gasket joint, including gasket and butt strap;
 - Includes one Unit of Item #3
 - 6. 1 each 48"x30" Class A reinforced concrete steel cylinder reducer, 6 feet long, 48" end rubber gasket joint, and gasket, 30" end 125# American Standard flange, faced and drilled;
 - 7. 1 each 48"x30"x48"x48" reinforced concrete steel cylinder cross;
 - 8. 2 each 18"xcast steel boiler type access manholes in 48" Class A or B reinforced concrete steel cylinder pipe, complete with gaskets and bolts
 - 9. 1 each 4" 125# American Standard flanged outlet for air valve, in 48" reinforced concrete steel cylinder pipe
 - 10. 2 each 6" 125# American Standard flanged outlets for blowoff, in 48" reinforced concrete steel cylinder pipe
 - 11. 1 each 12" 125# American Standard flanged side outlet on 48" Class A reinforced concrete steel pipe, complete with blind flange, bolts, nuts, and gasket.

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 344434.

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

Item No. 1	@ \$ 17.75 per lin ft	\$ 3,017.50
Item No. 2	@ \$ 15.75 per lineal foot	2,362.50
Item No. 3		532.00
Item No. 4		354.00
Item No. 5		960.00
Item No. 6		374.00
Item No. 7		1,410.00
Item No. 8	@ \$150.00 each	300.00
Item No. 9		25.00
Item No. 10	@ \$ 35.00 each	70.00
Item No. 11		90.00

Said contractor agrees to complete said delivery on or before the 15th day of October, 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: Nine Thousand Four Hundred Ninety-five Dollars (\$9,495.00), 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern;

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may: (a) If lawfully within its power, remove the cause which prevents performance; or (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30(days); or (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the

contract; or (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78537 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

ROBERT V. EDWARDS, Vice President

Contractor

ATTEST: J. M. McADAM, Secretary
(SEAL)

I hereby approve the form and legality of the foregoing contract this 27th day of August, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL,

Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Pipe & Construction Company for 48" pipe; being Document No. 344881.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 SIXTY-FIVE THOUSAND (\$65,000.00) DOLLARS, lawful money of the United States of America, to it paid, at or before the enrolling 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 the following GOODS, CHATTELS, AND PROPERTY, to-wit: 1,000 MILLER PARKING METERS @ \$65,000.00 as well as 125 MILLER PARKING METERS (additional) @ No Charge. (Serial Nos. of meters: R-3196 to R-4320) Sold under terms of contract dated: April 8, 1942.

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 aforesaid; 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 Treasurer, this eighteenth day of August, in the year One Thousand Nine Hundred and Forty-Three.

DUNCAN METER CORPORATION

By: D. F. DUNCAN

Its: President

(SEAL)

ATTEST: WM. KOENIG

Its: Treasurer

STATE OF ILLINOIS)

COUNTY OF COOK)

S.S. I, Loretta C. Smott, Notary Public, in and for said county, in the State aforesaid, 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 Treasurer 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 Treasurer, they signed and delivered the said instrument as President and Treasurer 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 eighteenth day of August, A.D. 1943.

LORETTA C. SMOTT

(SEAL)

Notary Public

RESOLUTION NO. 78586
BE IT RESOLVED by the Council of the City of San Diego, as follows:

That the Bill of Sale, made and executed by the Duncan Meter Corporation, a corporation, on the 18th day of August, 1943, granting, bargaining, selling and delivering to The City of San Diego, 1,125 Miller Parking Meters, Serial Nos. R-3196 to R-4320, be, and the same is hereby accepted; and the City Clerk of said City be, and he is hereby authorized, and directed to file the said Bill of Sale, together with a certified copy of this resolution, for record in the office of the County Recorder of San Diego County, California.

I HEREBY CERTIFY the above to be a full, true, and correct copy of Resolution No. 78586 of the Council of the City of San Diego, as adopted by said Council Aug 31 1943.

(SEAL)

FRED W. SICK City Clerk

By AUGUST M. WADSTROM Deputy

RECORDED SEP 1 1943 3 P.M. in Book 1552 at Page 152 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 Bill of Sale from Duncan Meter Corporation for 1000 Miller Parking meters; being Document No. 344886.

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

By Francis T. Patton Deputy

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED Dollars (\$27,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of August, 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 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, 1943, and ending August 15, 1944, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

DALEY CORPORATION (SEAL)
G. R. DALEY

ATTEST: C. B. MOORE

Principal

PACIFIC EMPLOYERS INSURANCE COMPANY (SEAL)
By ROBERT F. DRIVER Attorney-in-fact
Surety

ATTEST: _____

STATE OF CALIFORNIA)
County of San Diego) ss

On this 25th day of August, 1943, before me Richard M. Bowen, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Robert F. Driver known to me to be the person whose name is subscribed to the foregoing instrument as the Attorney-in-Fact of the Pacific Employers Insurance Company, and acknowledged to me that he subscribed the name of Pacific Employers Insurance Company thereto as Principal and his own name as Attorney-in-Fact.

(SEAL) RICHARD M. BOWEN
Notary Public in and for the State of California
County of San Diego
My commission expires May 26, 1947.

I hereby approve the form of the within Bond, this 30th day of August, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 30th day of August, 1943.

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, 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 DALEY 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, 1943 and ending August 15, 1944; all in accordance with the specifications therefor contained in Document No. 344350, 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:

	Bid Price	Less 2% Discount
Asphaltic Base:		
Under 100 tons, per ton.....	\$ 3.70	\$ 3.626
100 to 200 tons, per ton.....	\$ 2.80	\$ 2.744
Over 200 tons, per ton.....	\$ 2.70	\$ 2.646
Asphaltic wearing surface, San Diego Type, and/or Sheet asphalt wearing surface:		
Under 100 tons, per ton.....	\$ 4.55	\$ 4.459
Over 100 tons, per ton.....	\$ 3.75	\$ 3.675
Plant Mixed Surfacing:		
Under 100 tons, per ton.....	\$ 3.00	\$ 2.94
100 to 200 tons, per ton.....	\$ 2.90	\$ 2.842
Over 200 tons, per ton.....	\$ 2.65	\$ 2.597

Said prices do not include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said materials by said contractor, according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said materials by said City, will pay said contractor, the following sums, to-wit: (exclusive of California State Sales Tax)

For asphaltic base:

Under 100 tons, per ton\$ 3.626
 100 to 200 tons, per ton.....\$ 2.744
 Over 200 tons, per ton.....\$ 2.646

For asphaltic wearing surface, San Diego Type,
and/or Sheet asphalt wearing surface:

Under 100 tons, per ton.....\$ 4.459
 Over 100 tons, per ton.....\$ 3.675

For plant mixed surfacing:

Under 100 tons, per ton.....\$ 2.94
 100 to 200 tons, per ton.....\$ 2.842
 Over 200 tons, per ton.....\$ 2.597

The City's minimum requirements for the three types of asphalt patching materials will be approximately 40,000 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30(days); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78536 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
 DALEY CORPORATION (SEAL)
 GL. R. DALEY
 Contractor

ATTEST: C. D. MOORE

I hereby approve the form and legality of the foregoing contract this 30th day of August, 1943.

J. F. DuPAUL, 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 Daley Corporation for furnishing asphaltic paving material; being Document No. 344895.

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

By Francis T. Patton Deputy

W

Contract No. HA(CAL-4697)mpn-101

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 1st day of August 1943, 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 150 trailer units to be located in or near the City of San Diego, (Identification No. CAL-4697), 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, provided, however, that if, by request, master meters are installed at different locations to serve the development, the readings of such meters shall be billed separately.

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 readings 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 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 (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: 4" Service and 4" Meter at 36th and Birch Streets

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

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

I, FRED W. SICK, hereby certify that I am the City Clerk of The City of San Diego, California, 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, California and the United States of America for the supplying of water to a certain Defense Housing Development at San Diego, California (designated as Project Cal-4697) was, at the time of such execution, a duly elected, qualified, and acting City Manager of San Diego, California; 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 at San Diego, Calif., this 28th day of July, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The United States of America for water furnished the Thor Trailer Park; being Document No. 344928.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

Contract No. HA(CAL-4698)mph-101

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 1st day of August 1943, 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 interalia 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 175 trailer units to be located in or near the City of San Diego, (Identification No. CAL-4698), 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 cubic feet;

For the next 5,000 cu. ft. per meter per month, nineteen and eight-tenths (19.8) cents per 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, provided, however, that if, by request, master meters are installed at different locations to serve the development, the readings of such meters shall be billed separately.

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 readings 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 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 (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: 2" Service and 2" meter at corner of Alpha and 40th Streets; and 4" Service and 3" meter 331 ft. west of the West line of 43rd Street on Newton.

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

(SEAL)

ATTEST: FRED W. SICK, City Clerk

I, Fred W. Sick, hereby certify that I am the City Clerk of The City of San Diego, California, 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, California, (designated as Project CAL-4698) was, at the time of such execution, a duly elected, qualified, and acting City Manager of said city; 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

Dated at San Diego, California, this 28th day of July, 1943.

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the United States for water furnished the Alpha Trailer Park; being Document No. 344929.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

Contract No. HA(CAL-4461)mph-102

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 15th day of July 1943, 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 400 dwelling units to be located in or near the City of San Diego, (Identification No. Cal-4461), 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. Provided, however, that if, by request, master meters are installed at different locations to serve the development, the readings of such meters shall be billed separately.

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 readings 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 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 (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:

- (1) 5' South of South line of Juan Street on West side of Mason (Tap #44140A)
- (2) 112' West of West line of Bandini on North side Moore Street (Tap #44143A)
- (3) 34' South of South line of Hortensia on West side of La Jolla Ave. (Tap #44141-A)
- (4) 175' North of North line of San Diego Ave. on West side Harney (Tap #44138-A)
- (5) 5' South of South line of Juan Street on West side Twiggs (Tap #44139-A)
- (6) 3' East of East line of Juan on South side of Harney St. (Tap #44137A)
- (7) 188' West of West line of Coutts on North side of Moore St. (Tap #44142A)

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 befor 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

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

I, FRED W. SICK, hereby certify that I am the City Clerk of The City of San Diego, California, 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 California (designated as Project Cal-4461) was, at the time of such execution, a duly elected, qualified, and acting City Manager of said 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 at San Diego, Calif., this 28th day of July, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The United States of America for water furnished the Presidio Homes Housing Project; being Document No. 344930.

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

Contract No. HA(CAL-4254)mph-103

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 15th day of March 1943, 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 428 dwelling units to be located in or near the City of San Diego, (Identification No. CAL-4254), 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, provided, however, that if, by request, master meters are installed at different locations to serve the development, the readings of such meters shall be billed separately.

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 readings 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 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 (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:

On Foothill Blvd., at the East Line of Aquamar Lane, Pacific Beach; and
 On Turquoise St., 35 ft. West of the East line of Everts, North

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 intention, 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

(SEAL)

ATTEST: FRED W. SICK, City Clerk

I, Fred W. Sick, hereby certify that I am the City Clerk of The City of San Diego, California, 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, California (designated as Project Cal-4254) was, at the time of such execution, a duly elected, qualified, and acting City Manager of San Diego, Calif; 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 at San Diego, Calif., this 28th day of July, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with The United States of America for water furnished the Los Altos Housing Project; being Document No. 344931.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Peden Deputy

PROJECT AGREEMENT - 1943-45 BIENNIUM

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department.

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

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

ARTICLE I. PROJECTS

The projects and the estimated expenditures therefor as listed hereinafter constitute the work included in this agreement:

Project	Location	Miles	Description	Amount
51	State highway routes described below:			
	(a) Work by City:			
	Route 2 (portion)	4.69	General maintenance except as described in Project 42(b),	(City funds)
	Route 12 (portion)	10.46	July 1, 1943 to June 30, 1945.	
	Route 77	0.25		
	Route 200 (portion)	5.34		
	Route 2	22.25	Paint traffic stripes	(City funds)
	Route 12	14.80		
	Route 77	0.25		
	Route 200	5.72		
	Route 2 (portion)	4.69	Maintain signs	(City funds)
	Route 12 (portion)	10.46		
	Route 77	0.25		
	Route 200	5.34		
	(b) Work by Department:			
	Route 2 (portion)	17.56	General Maintenance	\$20,000.00
	Route 12 (portion)	4.34	July 1, 1943 to	4,340.00
	Route 200 (portion)	0.38	June 30, 1945	500.00
	Route 2 (portion)	17.56	Maintain signs	400.00
	Route 12 (portion)	4.34		100.00
	Route 200 (portion)	0.38		50.00
52	Pacific Highway		Repair joints, re-oil shoulders	
	Route 2 from San Diego		and resurface portions of	
	River to La Jolla Junction	8.5	pavement	50,000.00
			Total	\$75,390.00

The State highway routes to be maintained under Projects 51 and 52 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 described in Project 51(a) will be performed by or under the direct supervision of the city.

Maintenance work shall be adequate to keep the roadway, structures, and facilities in the safe and usable condition to which they have been constructed or improved, and provision shall be made for constantly making 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 from the

department, the department may enter upon such State highway route and maintain such street with its own forces, and the 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 described in Project 51 (b) will be performed by or under the direct supervision of the department. Maintenance work shall be adequate to keep the roadway, structures, and facilities in the safe and usable condition to which they have been constructed or improved, and provision shall be made for constantly making needed repairs to preserve a smooth surface.

The painting of traffic stripes and pavement markings and the maintenance of route marker shields, mileage, directional, warning, information, and mandatory signs upon the streets comprising the State highway routes described in Project 51(b), will be performed by or under the direct supervision of the department.

The work described in Project 51(b) may be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in Project 51(b) will be charged for at the rental rates established by the department.

ARTICLE III. CONSTRUCTION

The department will construct or cause to be constructed by or under its direct supervision the improvements described in Project 52, 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 52 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in Project 52 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 203 of the Streets and Highways Code, are available as follows:

Accrued and unprogrammed to June 30, 1943	\$ 38,140.17
Estimated to accrue 1943-45 biennium	227,950.00
Total	\$ 266,090.17

The amount of \$75,390.00 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for the projects listed in Article I are estimated amounts, and the actual revenue and the actual cost of the projects may differ from estimated amounts. The approved program may be amended by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

Sufficient money to provide for the adequate maintenance of the State highway routes within the city during the biennium ending June 30, 1945, in addition to the amounts specified herein, will be provided by the city.

The department will pay the cost of the work described in Projects 51(b) and 52 from the funds provided herein.

All funds allocated under the provisions of Section 203 of the Streets and Highways Code in excess of those budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE V. FINAL REPORTS

The department will submit to the city a report of expenditures made from the 1/4 cent gas tax allocated for expenditure upon 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 51(b).

Within sixty days after completion of each item of the budget described in Project 52, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE VI. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the city such administrative powers, jurisdiction, and authority as are vested by law in the department to regulate and control the streets constituting the designated State highway routes within the city, except that no stop signs, semaphores, or other traffic control signalling devices, route number signs, mileage, directional, warning, information, or mandatory signs shall be installed, or pavement markings or traffic stripes placed 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. Nothing in this paragraph shall be deemed to restrict the right of the city authorities to place and maintain such traffic signs as are necessary to notify traffic of local traffic ordinances or resolutions.

No signs shall be permitted to be installed within or project over the roadway portion beyond the established curb lines of any State highway, and no sign of any kind, except warning signs at railroad crossings, shall be permitted to be suspended over any State highway. An existing sign suspended over the State highway may be permitted to remain in place until in need of repairs or replacement, or until in the opinion of the department it constitutes a hazard to traffic, at which time it shall be removed.

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

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

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 4 day of Aug., 1943, and the Department on the 26th day of August, 1943.

Approval recommended:

E. E. WALLACE District Engineer

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 J. G. STANDLEY Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for expenditure of 1/4 cent gas tax for State highways; being Document No. 344932.

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

By Frances T. Tamm 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 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 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 31st day of August, 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 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.

ATTEST: C. C. MAY Assistant Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice-Pres. in
Charge of Sales (SEAL)
Principal

ATTEST: _____

THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT Attorney-in-fact
(SEAL)
Surety

STATE OF CALIFORNIA,)

County of San Diego) ss

On this 31st day of August, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said County and State
I hereby approve the form of the foregoing Undertaking this 7th day of Sept, 1943.
J. F. Dupaul, City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 78568 passed and adopted on the 24th day of August, 1943, 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 7th day of September, 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 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, 1943, to-wit, to and including August 16, 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 Mission Beach Lighting District No. 2", filed June 7, 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 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.

ATTEST: C. C. MAY
Assistant Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice-Pres. in Charge of Sales(seal)

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

(SEAL)
ATTEST: FRED W. SICK City Clerk
By A. M. WADSTROM

I hereby approve the form of the foregoing Contract, this 27 day of August, 1943.

J. F. DuPAUL, 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 Mission Beach Lighting District No. 2; being Document No. 344961.

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, Martha M. Frost, is the owner of Lots A & B Block 90, of Hortons Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of August 1943 by Martha M. Frost that she will, for and in consideration of the permission granted to remove twelve feet of curbing on G between 2nd & 3rd Ave., and side walk, adjacent to the above described property, binds herself to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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.

MARTHA M. FROST
665 San Elijo

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

On this 27th day of August, A.D. Nineteen Hundred and Forty-Three, before me H. Steinmetz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Martha M. Frost known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

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

I HEREBY approve the form of the foregoing agreement this 31st day of August, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED SEP 1 1943 3 P.M. in Book 1551 at page 175 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

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

O. M. EVANS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Martha M. Frost; being Document No. 344901.

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, Harry S. Wosk is the owner of Lot "A" Block 21, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of August, 1943, by Harry S. Wosk that he will, for and in consideration of the permission granted to remove 11 feet of curbing on West Market St. between Kettner Blvd. and Columbia 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.

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.

HARRY S. WOSK
228 Broadway, San Diego, Cal.

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

On this 25 day of August, A.D. Nineteen Hundred and 43, before me, Mabelle A. Setter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry Wosk known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 27, 1947

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

I HEREBY approve the form of the foregoing agreement this 31st day of August, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED SEP 1 1943 3 P.M. in Book 1555 at page 164 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Harry S. Wosk; being Document No. 344902.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That GILMORE OIL COMPANY, as Principal and (HARTFORD ACCIDENT AND INDEMNITY COMPANY,) a corporation organized and existing under and by virtue of the laws of the State of (Connecticut,) as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of (ONE THOUSAND THREE HUNDRED NINE Dollars (\$1309.00),) 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 first day of September, 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, from time to time, as ordered or required by the City: E Grade Asphalt, 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: HOWARD M. LOY

GILMORE OIL COMPANY
W. G. JULIEN Asst. Secretary
Principal

ATTEST: _____

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
By CHARLES H. CUTLER Attorney-in-Fact
Surety

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

On this 1st day of September, in the year 1943, before me, Eleanor G. Davis, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles H. Cutler, known to me to be the Attorney-in-Fact of the Hartford Accident and Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission expires May 27, 1947

I hereby approve the form of the within Bond, this 7th day of Sept. 1943.

ELEANOR G. DAVIS
Notary Public in and for the County of Los Angeles,
State of California

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 7th day of September 1943.

WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 1st day of September, 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 GILMORE OIL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City from time to time as ordered or required by the City: E Grade Asphalt, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 344444, during the period beginning September 1, 1943 and ending September 1, 1944. Delivery of said E Grade Asphalt shall be made when and as required by The City of San Diego in tank truck and trailer in minimum amounts of approximately 2000 gallons. Contractor will provide two hours spreading time for each delivery, overtime to be charged for at the rate of \$5.50 per hour. Contractor agrees to allow the City to retain use of iron barrels belonging to contractor now in the service of the City, during the period of this contract.

Said contractor hereby agrees to furnish and deliver said E Grade Asphalt at the price of \$3.74 per 42-gallon barrel. Said price per barrel does not include the California State Sales Tax, which is to be added thereto and paid by the City. 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 and to pay any increase in transportation costs or rates transporting said E Grade Asphalt from point of origin to the City.

The City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of E Grade Asphalt and that the minimum total requirements during the period from September 1, 1943 to September 1, 1944, will be approximately 1400 barrels, and the total estimated maximum requirements will not exceed approximately 3000 barrels; it being expressly understood and agreed, however, that the City shall be entitled to purchase any amount of said E Grade Asphalt 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 product 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, total or partial failure or shortage of transportation or delivery facilities or supplies, or any other cause beyond contractor's reasonable control, whether similar or dissimilar to the foregoing causes.

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 E Grade Asphalt purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the E Grade Asphalt to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the asphalt 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may -

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided; either party hereto may, without incurring any liability elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78535 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

GILMORE OIL COMPANY

(SEAL)

W. G. JULIEN Asst. Secretary

Contractor

ATTEST: HOWARD M. LOY

I hereby approve the form and legality of the foregoing contract this 7th day of Sept. 1943.

J. F. DuPAUL 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 Gilmore Oil Company for furnishing E Grade asphalt; being Document No. 345003.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum Deputy

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 8th day of September 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, 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 Ten Hundred Fifty Dollars (\$1050.00) per month, to-wit:

Collection Day

District or Area of Collection

Monday.....From the west line of Mountain View Drive to west line of Ward Road; from the north line of Adams Avenue to canyon rims on the north.

Tuesday.....From the east line of Felton Street to the west line of 40th Street; from the north line of El Cajon Boulevard to the south line of Adams Avenue.

Wednesday.....From the east line of Park Boulevard to the west line of Hamilton Street; from the north line of University Avenue to south line of El Cajon Blvd.

Thursday.....Starting at intersection of Front Street and Montecito Way, south on the west side of Front Street to the north side of Washington Street; west along the north side of Washington Street to the east line of Hawk Street; north on the east line of Hawk Street to the north line of Montecito Way; west on the north line of Montecito Way to Canyon Street; north and west along canyon rims to Goldfinch Street; south along the canyon rims to the intersection of Hawk Street and Montecito Way.

Friday.....From the west line of 21st Street to the west line of 24th Street; from the north line of Russ Street to the north line of Imperial Avenue.

The period of this contract shall extend from September 8th, 1943, to and including March 8th, 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 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, 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 Ten Hundred 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. 78585 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 10th day of September, 1943.

J. F. DuPAUL, 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 \$6,300.00

Dated SEPT 10 1943

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of General (Public Works GC 272)

Memo: Rubbish collection F.A. Pepper

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with F. A. Pepper for collection and removal of City refuse; being Document No. 345031.

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

By Frances T. Patten Deputy

CONCESSION AGREEMENT

WHEREAS, the services of a custodian and janitor are desired at the municipal golf course clubhouse in Balboa Park; and

WHEREAS, Mr. Arthur Muldrew has, by past services, proven worthy of the task and has indicated a desire to enter into a concession agreement; NOW, THEREFORE,

MR. WALTER W. COOPER, City Manager of The City of San Diego, acting for and on behalf of The City of San Diego, hereinafter called First Party, and MR. ARTHUR MULDREW, 527-13th St., hereinafter called Second Party, covenant, promise and agree as follows, to-wit:

First Party agrees to designate, assign and set aside to Second Party one hundred (100) lockers in the men's locker room and twenty-five (25) lockers in the ladies' locker room at the clubhouse of the municipal golf course in Balboa Park; said Second Party to have complete care and custody of said lockers, to charge and receive a reasonable sum for the rent and occupancy of the same, and to keep and retain the sum so collected as consideration for the janitorial and custodial services herein contemplated and set forth. No sum in excess of existing and prevailing locker charges to be made, however, by Second Party without first obtaining the written approval of the Park Director of The City of San Diego.

Second Party agrees to extend every reasonable effort to provide satisfactory custodial and janitorial services within the municipal golf course clubhouse, for the manager's office, the men's and ladies' lounge, the solarium, the men's and ladies' rest rooms and locker rooms, and all halls leading thereto; and if at any time First Party deems the services of Second Party unsatisfactory and gives written notice of the same, then at the option of the First Party, the covenants, assurances and agreements of this Concession

Agreement shall immediately terminate, and First Party shall be wholly relieved from the obligations thereof.

If any dispute should arise between the parties hereto as to the extent, location and/or place where the services above-mentioned are to be performed, the opinion and decision of the Park Director of San Diego shall be conclusive.

Second Party agrees to follow and abide by all the clubhouse rules, regulations and practices, and with respect to all things conform to the orders and directions of the Park Director of The City of San Diego.

First Party transfers and assigns to Second Party the following exclusive privileges within the locker rooms of said clubhouse for the duration of this Concession Agreement:

- (1) Shoe shining privileges.
- (2) Such laundering and cleaning as patrons may desire.
- (3) Porter's rights.

First Party agrees to supply all reasonable janitorial supplies and needs, the amount and character of which First Party shall be the exclusive judge.

Second Party agrees to return in good condition all facilities, items or equipment, the property of The City of San Diego, which may from time to time be loaned him by the Park Director of The City of San Diego, and to reimburse the City for any loss or depreciation in excess of reasonable wear and tear which may result from his use or possession.

Second Party agrees not to assign, transfer, sublet or parcel out the concession hereby granted.

It is expressly understood and agreed that Second Party's right to operate the concession hereby granted shall continue only so long as each and all of the undertakings, provisions, covenants, agreements, stipulations and conditions in this Concession Agreement contained on Second Party's part to be performed are strictly and promptly complied with.

Second Party agrees to save First Party harmless from any and all loss or damage arising by reason of any act or deed of Second Party hereunder, and it is expressly understood that Second Party has no right or power to act for or on behalf of First Party, either by way of agency or partnership, and, subject to the terms and conditions herein set forth, shall be and remain an independent concessionaire.

Second Party acknowledges and declares that he is acquainted with said clubhouse premises, considers them in safe condition, and hereby expressly waives any claim for loss or damage either to person or property which may hereafter arise by reason of his use or occupancy of said premises.

Second Party agrees to refer all disputes not otherwise provided for in this agreement, to First Party and abide by his decision.

Second Party shall not use, or permit the storage of, any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha or other similar substances, or explosives of any kind.

Second Party hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official in the operation of this concession. Any such interference shall not relieve the Second Party from any obligations hereunder.

It is expressly understood and agreed by and between the parties hereto that the City and its officers and agents are acting in a representative capacity, and not for their own benefit, and that the Second Party shall have no claim against the First Party as an individual in any event whatsoever.

The covenants, conditions, assurances and agreements as hereinabove set forth shall continue and remain in force until the termination thereof by means hereinafter provided. This Concession Agreement may be terminated as follows:

- (1) By thirty (30) days' written notice thereof by either party hereto.
- (2) By a material breach of this Concession Agreement by either party.

All promises, covenants, assurances, agreements made herein are expressly deemed and declared by the parties to be material, and the offended party may terminate by giving written notice of said termination promptly upon the discovery of said breach.

- (3) By the tender or payment of Five Dollars (\$5.00) by First Party to Second Party, said terminations to be effective immediately.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the Second Party has hereunto subscribed his name the day and year first hereinabove written.

WALTER W. COOPER City Manager acting
for and on behalf of The City of
San Diego,

First Party

ARTHUR MULDER

Second Party

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Concession Agreement with Arthur Mulder, custodian at Municipal Golf Course Clubhouse; being Document No. 345041.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

CONCESSION AGREEMENT

THIS AGREEMENT, made and entered into this 17th day of August, 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 party of the first part, and CHRIS WINTHER and LILLIAN C. H. WINTHER, of the City of San Diego, California, parties of the second part, WITNESSETH:

THAT WHEREAS, the concession agreement entered into between The City of San Diego and Chris Winther and Lillian C. H. Winther on the 21st day of February, 1940, wherein said Chris Winther and Lillian C. H. Winther were granted permission to operate a concession stand in the lobby of the San Diego City and County Administration Building, has expired, and it is the desire of said parties to enter into a new agreement covering the same subject-matter;

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter recited, said parties hereto agree as follows:

The party of the first part does by these presents hereby grant permission to said parties of the second part to operate a concession stand in the lobby of said San Diego City and County Administration Building, at the Civic Center in said City, for a period of three (3) years, said term to run from and after the date hereof, subject to the following terms and conditions:

- (1) The articles which said parties of the second part shall be permitted to sell at said concession stand shall be confined to newspapers, periodicals, candies, gum, tobacco, and accessories ordinarily sold in connection with such articles, together with bottled milk, ice cream, soft drinks, cakes and wrapped sandwiches.

(2) Parties of the second part in the operation of said concession shall not use dice games, punch boards, or any games of chance or skill of any kind or description whatsoever.

(3) In consideration of the granting of permission to operate said concession, said parties of the second part will pay party of the first part the sum of Nine Hundred Dollars (\$900.00) annually, payable in equal monthly installments in advance upon the first day of each and every month, beginning with the first day of September, 1943.

(4) The parties of the second part agree to keep said concession stand open daily from the hours of 8:30 o'clock A.M., to 5:00 o'clock P.M., Sundays and holidays excepted; provided, however, that on Saturdays said stand shall not be required to be open later than 12:00 noon.

(5) Parties of the second part further agree that they will not make any changes or improvements of any kind in and about the stand and lobby to be used for said concession without first securing consent therefor by resolution of the City Council of said first party.

(6) Parties of the second part agree that they will not assign this agreement or any interest therein without first having obtained the written consent of first party.

(7) Said second parties further agree to familiarize themselves with the location of all the respective departments using the said San Diego City and County Administration Building in particular, and points of interest both in the City and in the County of San Diego in general; and shall give such information to the general public when called upon for the same, together with information as to the best means or methods of reaching said points of interest.

(8) It is expressly agreed between the parties hereto that in case of a violation of any of the terms and conditions of this agreement, party of the first part may terminate the same immediately without notice, and parties of the second part hereby waive all claims for damage that may be caused by said termination.

(9) It is further agreed that no delay or omission of the party of the first part to exercise any right or power arising from any omission, neglect or default of second parties shall impair any such right or power or be construed as a waiver or an acquiescence therein.

(10) No waiver of the breach of any of the terms of this agreement shall be held to be a waiver of any other breach or acquiescence in or consent to any further or succeeding breach of the same condition.

(11) It is further understood and agreed by the parties hereto that said second parties will operate the concession in the lobby of said San Diego City and County Administration Building, for which permission is hereby given as aforesaid, without interruption to the public and employees in the use and operation of said building, and that said permission is hereby given subject to all the provisions of the Charter of The City of San Diego and/or all laws thereunto appertaining; and that in no case, when and if said permission is unauthorized by said Charter or said laws, shall said City or any department, board or officer thereof be liable by reason of this agreement and/or permission herein granted as aforesaid.

(12) It is expressly agreed by the parties hereto that either party may cancel this agreement by giving ninety (90) days' notice thereof in writing to the other party; and that after said ninety (90) days have elapsed, all rights by reason of this agreement shall cease and be determined, excepting, however, any claims, whether liquidated or unliquidated, arising by reason of the terms of this agreement.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to Resolution No. 78550, authorizing said execution, and the said parties of the second part have hereunto affixed their signatures the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER City Manager
Party of the First Part
LILLIAN C. H. WINTHER
CHRIS WINTHER

Parties of the Second Part

I hereby approve the form of the foregoing Concession Agreement, this 17th day of August, 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 Concession Agreement with Chris and Lillian C.H. Wintner for stand in Civic Center lobby; being Document No. 344970.

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

By Francis T. Patton Deputy

81.1

Beacon Site.

La Jolla

Coca-1521

Airway San Diego-Los Angeles Site No. 1

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

1. This Lease, made and entered into this 17th day of June in the year one thousand and nine hundred and forty-three by and between City of San Diego whose address is San Diego, California for its heirs, executors, administrators, successors, and assigns, hereinafter called the lessor, and the United States of America, hereinafter called the Government:

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

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

From a point where the Pueblo Lot Line common to Lot No. 1315 and Lot No. 1316 intersects the Northwestern side of the Miramar Road proceed South $47^{\circ} 34'$ west a distance of five hundred and forty eight feet (548') to a stake which is the point of beginning, thence west a distance of one hundred (100') feet, thence North a distance of one hundred feet (100'), thence east a distance of one hundred feet (100'), thence south a distance of one hundred feet (100') to point of beginning. Said 100' square being on the northwestern side of the Miramar Road, located in San Diego County, State of California, containing approximately 0.23 acres.

And a right-of-way for ingress and egress to and from the premises; a right-of-way or rights-of-way for establishing and maintaining a pole line or pole lines for extending electric power, telephone, and telephone typewriter facilities to the premises; and rights-of-way for subsurface power, communication and water lines to the premises; all rights-of-way to be over the said lands and adjoining lands of the lessor and, unless hereinbefore described by metes and bounds, to be by the most convenient routes;

And the right to establish and maintain beacon lights and other lighting equipment, radio, and other facilities for communication and signaling purposes, and other facilities and equipment for the guidance and operation of aircraft;

And the right of grading, conditioning, installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance or hazard to the operation of aircraft or to the establishment and maintenance of air navigation facilities;

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1943 and ending with June 30, 1944.

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.

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, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the lessor at least thirty (30) days before this lease or any renewal thereof would otherwise expire: Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1953.

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 lessor shall not, during the term of this lease erect any structures on the premises, nor use nor allow the use of the said premises in any manner without the written consent of the Department of Commerce Civil Aeronautics Administration.

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, 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 upon the termination of this lease or within 90 days thereafter.

9. The Government shall pay the lessor, for the premises, rent at the following rate: One and no/100 (\$1.00) dollars per annum. Payment shall be made at the end of each Government fiscal year.

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

11. The words "Together with the right to the Government and to the public to land and operate aircraft thereon" in Article 2, were deleted prior to the signature of all parties to this lease.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF SAN DIEGO
WALTER W. COOPER City Manager
Lessor
THE UNITED STATES OF AMERICA,
By G. W. HAMMOND
Administrative Officer

Approved as to form:
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 The United States of America for airplane beacon site on Miramar Road (except certified copy of Ordinance No. 2685 New Series attached to lease) being Document No. 345150.

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

By Frances T. Totten Deputy

LEASE

THIS INDENTURE, Made in duplicate, this 18th day of September, 1943, between the LIBRARY ASSOCIATION OF LA JOLLA, a corporation, 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, the occupancy and use of those certain premises in the City of San Diego, County of San Diego, State of California, known as 1006 Wall Street, La Jolla, together with adjoining comfort station, particularly described as follows:

The West 60 feet of Lots 8 and 9, and the West 60 feet of the South 10 feet of Lot 7, Block 54, La Jolla Park, according to Map No. 352; and Lots 36, 37, 38, 39 and 40, Block 54, La Jolla Park, according to Map of Resubdivision of Block 54, La Jolla Park, being Map No. 1529, filed in the office of the County

Recorder of San Diego County, California;

for a term of five (5) years, commencing on the 1st day of September, 1943, and ending on the 31st day of August, 1948.

Yielding and paying therefor during the term thereof, the sum of Three Thousand Dollars (\$3000.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: Fifty Dollars (\$50.00) per month.

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

It is further understood and agreed that the Lessee will pay for all water, together with supplies for the comfort station used by said City on said premises.

If the building or above-described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenable by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by either party; and in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy.

It is expressly agreed by the parties hereto that this lease may be terminated at any time by either party hereto giving the other party thirty (30) days notice in writing.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name 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. 78517, authorizing such execution, the day and year first hereinabove written.

ATTEST: SIBLEY SELLEW

LIBRARY ASSOCIATION OF LA JOLLA
By W. C. CRANDALL Secretary
Lessor (SEAL)

THE CITY OF SAN DIEGO, Lessee,
By WALTER W. COOPER

City Manager

I HEREBY APPROVE the form and legality of the foregoing Lease this 21st day of September, 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 Library Association of La Jolla for branch library at 1006 Wall Street; being Document No. 345182.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

AGREEMENT AMENDING CONTRACT

THIS AGREEMENT, entered into this 21st day of September, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, hereinafter designated as Party of the First Part, and THE CITY OF CHULA VISTA, a city of the sixth class, in said County and State, hereinafter designated as the Party of the Second Part, WITNESSETH:

THAT WHEREAS, The City of San Diego and the City of Chula Vista entered into an agreement dated the 16th day of January, 1940, for the installation and operation of a remote control service from Radio Station KGZD, which said agreement is on file in the office of the City Clerk, bearing Document No. 318904, and is recorded in Book 11, page 209, Records of said City Clerk; and

WHEREAS, both parties to said agreement desire to modify and amend the same in the particulars hereinafter set forth; NOW, THEREFORE,

In consideration of the premises, it is mutually agreed that subdivision (2) of Paragraph B, page 2 of said agreement of January 16, 1940, shall be and it is hereby amended to read as follows:

"(2) That it will furnish all labor necessary in maintaining the transmitters for the motor vehicles of Party of the Second Part, which labor will be performed at its own shops in order that the same will operate in accordance with its license from the Federal Communications Commission; it being understood and agreed that materials for such maintenance work will be furnished by Party of the Second Part, as aforesaid; and that said maintenance work shall be charged to and paid by the City of Chula Vista at the actual cost to The City of San Diego of such service. The City of San Diego will render bills on or before the 10th day of each month covering services rendered hereunder for the preceding month."

That in all respects, except as herein specifically provided for, said agreement of January 16, 1940, shall remain in full force and effect.

IN WITNESS WHEREOF, this agreement is executed on behalf of the Party of the First Part by its City Manager, under and pursuant to a resolution of its Council No. 78498, adopted on the 3rd day of August, 1943, and the Party of the Second Part has caused this agreement to be executed by its Mayor and attested by its City Clerk, under and pursuant to a resolution adopted by its City Council authorizing the same on the 13th day of September, 1943, 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 CITY OF CHULA VISTA

Party of the Second Part,

By VINCENT L. HOWE

Mayor

ATTEST: HERBERT C. BRYANT

City Clerk

I HEREBY APPROVE the form and legality of the foregoing Agreement this 21st day of September, 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 Agreement amending contract with the City of Chula Vista for operation of remote control service from Radio Station KGZD; being Document No. 345207.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under 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 held and 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-one Thousand Seven Hundred Eighteen and 20/100 Dollars (\$21,718.20), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of August, 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 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, 1943, to-wit, to and including the 30th day of June, 1944, for all lights that were installed and burning as of July 1, 1943, 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. 344697, on file in the office of the City Clerk of said City,

and as shown on the plans on file in the office of the City Engineer of said City, which said documents are by reference thereto incorporated in said contract and made 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 31st day of August, 1943.

ATTEST: C. C. MAY
Assistant Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice-Pres. in Charge of Sales
Principal (SEAL)

THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT
Attorney-in-Fact
Surety (SEAL)

ATTEST: _____

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

On this 31st day of August, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said County and State
I hereby approve the form of the foregoing bond this 24th day of September, 1943.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

I hereby approve the foregoing bond this 25th day of September, 1943.
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 31st day of August, 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, 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, 1943, to-wit: to and including the 30th day of June, 1944, for all the lights that were installed and burning as of July 1, 1943, 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. 344697, on file in the office of the City Clerk of said City, which said Document No. 344697, 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 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, 1943, to-wit, to and including the 30th day of June, 1944, 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, 1943, to-wit: to and including the 30th day of June, 1944, 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. 344703. 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. 344697; 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. 344697.

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 in 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 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 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 of officer thereof, be liable for any portion of said contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager of The City of San Diego, for and on behalf 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 31st day of August, 1943.

ATTEST: C. C. MAY

Assistant Secretary

(SEAL)

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice-Pres. in
Charge of Sales

I hereby approve the form and legality of the foregoing Contract this 24th day of September, 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 General Lighting Contract with San Diego Gas & Electric Company for year ending June 30, 1944; being Document No. 345212.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis T. Tatten* Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28th day of Sept. 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 Council, hereinafter sometimes designated as the City, and TREPTE 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 Reservoir Outlet Works in the County of San Diego, State of California, being and as per Schedule all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 24th day of August, 1943, marked "Document No. 344799, and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Murray Reservoir Outlet Works" said plans consisting of 9 sheets and said specifications consisting of 78 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 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 8-hour day</u>
Carpenters	10.80
Cement Finishers	12.00
Compressor Operators (Portable)	10.00
Concrete mixermen (10 c.f. capacity and under)	11.00
Crane Operators	12.00
Dragline Operators	12.00
Drillers	9.80
Electricians	12.00
Laborers, common	7.00
Painters	10.80
Pipe Layers	8.00
Powdermen	9.80
Pump Men	10.00
Reinforcing Steel Workers (Placers and Tiers)	11.00
Shovel Operators	13.00
Shovel Firemen	9.00
Shovel Oilers	9.00
Tractor Operators	12.00
Truck Drivers, under 6 tons	7.60
Truck Drivers, 6 to 15 tons	8.00
Watchmen	7.00
Welders	14.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$8.00 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.

ARTICLE IX. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the Contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The Contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the Contractor, the City, pursuant to resolution of the City Council, may -

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the Contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the Contractor, terminate this contract.

If the contract is cancelled the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the Contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the Contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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 the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
FRED W. SIMPSON
H. DEGRAFF AUSTIN
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK
City Clerk (SEAL)

TREPTE CONSTRUCTION CO. a partnership composed of
WALTER TREPTE,
MARGARET TREPTE,
WALTER B. TREPTE and
ALBERT EUGENE TREPTE
By WALTER TREPTE Managing partner
Contractor

ATTEST: S. F. WILSON

(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 24th day of September, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That TREPTE CONSTRUCTION CO. 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 Twenty Seven Thousand Seven Hundred Nine Dollars (\$27,209.00) (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 23d day of September 1943.

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 Reservoir Outlet Works 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 24th day of August, 1943 marked Document No. 344799 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Murray Reservoir Outlet Works said plans consisting of 9 sheets, and said specifications consisting of 78 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 23d day of September 1943, by their undersigned representatives.

TREPTE CONSTRUCTION CO. a partnership composed of

WALTER TREPTE,
MARGARET TREPTE,
WALTER B. TREPTE and
ALBERT EUGENE TREPTE
By WALTER TREPTE Managing Partner

ATTEST: S. F. WILSON

GREAT AMERICAN INDEMNITY COMPANY (SEAL)
By EWART W. GOODWIN Attorney-in-Fact
Surety

STATE OF CALIFORNIA

County of San Diego

} ss

On this 23d day of September 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 Ewart W. Goodwin known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission will expire Jan. 12, 1946

R. L. PAINE
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 24th day of September, 1943.

J. F. DuPAUL, 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 28th day of Sept. 1943.

HARLEY E. KNOX
FRED W. SIMPSON
H. DEGRAFF AUSTIN
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK
City Clerk

(SEAL)

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That Treppe Construction Co., 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 Thirteen Thousand Eight Hundred Fifty Four Dollars & Fifty Cents (\$13,854.50), (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 23d day of September 1943.

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 Reservoir Outlet Works 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 24th day of August, 1943, marked Document No. 344799 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Murray Reservoir Outlet Works said plans consisting of 9 sheets and said specifications consisting of 78 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 Thirteen Thousand Eight Hundred Fifty Four & 50/100 Dollars (\$13,854.50), 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, uppn, 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 23d day of September 1943, by their undersigned representatives.
TREPTE CONSTRUCTION CO., a partnership composed of
WALTER TREPTE, MARGARET TREPTE, WALTER B. TREPTE
and ALBERT EUGENE TREPTE
By WALTER TREPTE Managing Partner
Principal

ATTEST: S. F. WILSON
GREAT AMERICAN INDEMNITY COMPANY
By EWART W. GOODWIN
Attorney-in-Fact (SEAL)
Surety

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

County of San Diego } ss
On this 23d day of September 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 Ewart W. Goodwin known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL) R. L. PAINE
Notary Public in and for the County of San Diego,
State of California
My Commission will expire Jan. 12, 1946

I hereby approve the form of the within Bond this 24th day of September, 1943.
J. F. DuPAUL, 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 28th day of Sept. 1943.

HARLEY E. KNOX
FRED W. SIMPSON
H. DEGRAFF AUSTIN
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK
City Clerk (SEAL)
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Treppe Construction Co. for constructing Murray Reservoir Outlet Works; being Document No. 345288.

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

PROJECT AGREEMENT - 1944 FISCAL YEAR
MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, that, WHEREAS, in accordance with the provisions of Section 194 and Section 195 of the Streets and Highways Code the department shall expend or cause to be expended within the cities of this State from the State Highway Fund an amount equal to the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, upon streets of major importance other than State highways as are agreed upon by the department and the legislative body of the city, in the proportion that the total population of each city bears to the total population of all cities in this State;

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

ARTICLE I. PROJECT
The project and estimated expenditure therefor as listed hereinafter constitute the budget heretofore submitted by the city which has been, and is hereby, approved by the department:

Project	Location	Description	Amount
11	30th Street at Nutmeg Street	Engineering Investigation	\$ 300.00
Total			300.00

ARTICLE II. ENGINEERING INVESTIGATION
The department will make the engineering investigation designated in Project 11.

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

Accrued and unbudgeted to June 30, 1943	\$ 118,436.10
Estimated to accrue during the fiscal year ending June 30, 1944	117,740.00
Total	\$236,176.10

The amount of \$300.00 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 that the actual revenue or the actual cost of the project differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The department will pay the cost of the work described in Project 11 from the funds provided herein.

The amount provided for the project listed in Article I must not be exceeded, and no moneys may 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 each item of the budget described in Project 11, the department shall 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 15th day of September, 1943, and the Department on the 20th day of September, 1943.

Approval recommended:

E. E. WALLACE

District Engineer

L. V. CAMPBELL

Engineer of City and
Cooperative Projects

CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

Approved as to form

and procedure:

C. C. CARLETON

Chief Attorney

STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS

By J. G. STANDLEY

Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for expenditure of 1/4 Cent gas tax for streets of major importance; being Document No. 345215.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Allen Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this first day of July, 1943, by and between the County of San Diego, a political subdivision of the State of California, by its Board of Supervisors, and The City of San Diego, a municipal corporation, acting by and through its City Manager, parties of the first part; and Harriett P. Snyder of San Diego, California, party of the second part, WITNESSETH:

That WHEREAS, on the 29th day of March, 1943, the Board of Supervisors of the County of San Diego, duly and regularly passed and enacted Ordinance No. 298 (New Series) and on the 26th day of March, 1943, the City Council of The City of San Diego duly and regularly passed and enacted Ordinance No. 2639 (New Series), (said ordinances being passed under the provisions of Statutes of 1939, page 1960, as amended, now incorporated in the Educational Code, Chapter 4 of Division 12, being Sections 24401 to 24411, inclusive) thereby jointly creating the San Diego City-County Camp Commission; and

WHEREAS, said ordinances provided that the County of San Diego and the City of San Diego shall provide and furnish personnel necessary for carrying into effect the objects and provisions set forth in said ordinances; and

WHEREAS, it is necessary to provide a secretary to aid and assist the said San Diego City-County Camp Commission in the performance of its duties; NOW, THEREFORE,

IT IS HEREBY UNDERSTOOD AND AGREED that the parties of the first part, acting jointly, hereby agree to employ the said party of the second part, and the party of the second part agrees to accept said employment as secretary for said San Diego City-County Camp Commission, it being understood that the party of the second part will act as secretary and perform such duties as the San Diego City-County Camp Commission shall require of her for a period of one year beginning on the 1st day of July, 1943, and ending on the 30th day of June, 1944, unless said employment shall be terminated at an earlier date.

IT IS UNDERSTOOD AND AGREED that each of said parties of the first part will pay the party of the second part the sum of Fifty Dollars (\$50.00) per month, or a total sum of One Hundred Dollars (\$100.00) per month for services rendered and that in addition to such salary each of said parties of the first part will pay to said second party the sum of Twelve Dollars Fifty Cents (\$12.50) per month, or a total sum of Twenty-five Dollars (\$25.00) per month for traveling expenses, and use of her automobile.

IT IS FURTHER UNDERSTOOD AND AGREED that this contract may be terminated by either or both of the parties of the First Part, or by the party of the second part at any time upon the giving of thirty days written notice to the other parties to this contract.

The party of the second part agrees that she will secure a policy of insurance indemnifying both the City of San Diego, and the County of San Diego in the sum of Ten Thousand Dollars (\$10,000.00) in the case of injury of one person and Twenty Thousand Dollars (\$20,000.00) in the case of the injury of more than one person by reason of any automobile accident in which she may be a party, while acting in the performance of her duties as secretary as hereinabove set forth.

IN WITNESS WHEREOF, this agreement is executed on behalf of the County of San Diego by its Board of Supervisors, pursuant to authority so to do contained in a Resolution duly and regularly adopted by said Board of Supervisors on the 20th day of September, 1943.

IN WITNESS WHEREOF, this agreement is executed on behalf of The City of San Diego by its City Manager, pursuant to authority so to do contained in Resolution No. 78658 duly and regularly adopted by the City Council on the 21st day of September, 1943, and the party of the second part has hereunto subscribed her name.

ATTEST: J. B. MCLEES, County Clerk and ex-officio
Clerk of the Board of Supervisors,
By L. O'KENNEDY

Deputy

COUNTY OF SAN DIEGO,

By DAVID W. BIRD Chairman

Its Board of Supervisors

CITY OF SAN DIEGO,

By WALTER W. COOPER City Manager

Parties of the First Part

HARRIETT P. SNYDER

Party of the Second Part

I hereby approve the form of the foregoing contract this 21st day of September, 1943.

J. F. DuPAUL, City Attorney

By J. H. MCKINNEY

Deputy City Attorney

I hereby approve the form of the foregoing contract this 17 day of September, 1943.

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 Agreement with Harriett P. Snyder for services as Secretary to San Diego City-County Camp Commission; being Document No. 345217.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Palmer Deputy

RELINQUISHMENT OF MILITARY ROAD,
ROAD XI-SD-Fdr-Harbor Drive, North
DA-NR-14

WHEREAS, pursuant to the provisions of the Streets and Highways Code, and particularly Section 820.5 thereof, the Department of Public Works of the State of California acquired rights of way for and constructed that certain military highway designated as XI-SD-Fdr-Harbor Drive, North, DA-NR-14, consisting of that portion of Harbor Drive from Civic Center to Rosecrans Street, said road being approximately 3.7 miles in length; and

WHEREAS, upon completion of the construction thereof the United States refused to accept the same for maintenance and control; now, therefore,

IT IS VOTED that the State of California, acting by and through the California Highway Commission hereby relinquishes to the City of San Diego said military highway, including the right of way therefor; and

IT IS VOTED further that it is the purpose of this resolution to cause said highway to become a city street and to transfer said highway and all of the right, title and interest of the State of California in and to said highway to the City of San Diego.

THIS IS TO CERTIFY That the foregoing is a full and correct copy of the original resolution passed by the California Highway Commission at its meeting regularly called and held on the 14th day of September, 1943, in the City of Sacramento, a majority of the members of said Commission being present and voting therefor.

Dated this 15th day of September, 1943.

(SEAL)

P. N. COOLE

Assistant Secretary of the California
Highway Commission

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Relinquishment of Harbor Drive North from State to City; being Document No. 345262.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Palmer Deputy

KNOW ALL MEN BY THESE PRESENTS, That THE SEAGRAVE CORPORATION, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND FOUR HUNDRED SIXTY-NINE and no/100 Dollars (\$3,469.00), 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 September, 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: 1 - 1250 G.P.M. Triple Combination Pumping Engine, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: T. C. BLACK
Secretary

(SEAL)

THE SEAGRAVE CORPORATION
H. B. SPAIN Prest.

Principal

ATTEST: H. H. JOMIS

(SEAL)

GLOBE INDEMNITY COMPANY
By WILL H. BATES, Atty-in-Fact

Countersigned at Los Angeles, California September 27, 1943, Resident Agent, Globe Indemnity Company,
By VERNON C. BOGY

Resident Agent

I hereby approve the form of the within Bond, this 28th day of September, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 29th day of September 1943.

WALTER W. COOPER

City Manager

CERTIFIED COPY Power of Attorney from Globe Indemnity Company

KNOW ALL MEN BY THESE PRESENTS: That the Globe Indemnity Company, a New York Corporation, having its principal office in the City, County and State of New York, pursuant to the following By-Law, which was adopted by the Directors of the said Company on February 11, 1931, to wit:

Article V, Section I, Provides "The President, any Vice-President, or any other Officer designated by the Board shall have power and authority to appoint Resident Vice-Presidents, Resident Secretaries, Resident Assistant Secretaries and Attorneys in fact, and to give such appointees full power and authority to sign, and to seal with the Company's seal, where required, all policies, bonds, recognizances, stipulations and all underwriting undertakings, and he may at any time in his judgment remove any such appointees and revoke any authority given to them." does hereby nominate, constitute and appoint Will H. Bates, C. A. Braun, Otis Harris, E. B. Yohe, and Lester Rausch, all of Columbus, Ohio, its true and lawful agents and attorneys-in-fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed, as surety, any and all bonds and undertakings, in penalties not exceeding Three Hundred Thousand Dollars (\$300,000.00) each, in its business of guaranteeing the fidelity of persons holding places of public or private trust and guaranteeing the performance of contracts (other than insurance policies) and all bonds or other undertakings, in penalties limited as aforesaid, required or permitted in all actions or proceedings or by law required or permitted.

All such bonds and undertakings as aforesaid to be signed for the Company and the Seal of the Company attached thereto by the said Will H. Bates, alone.

And furthermore, all such bonds and undertakings in penalties not exceeding One Hundred Thousand Dollars (\$100,000.00) each, may be signed for the Company and the Seal of the Company attached thereto by any one of the said Otis Harris, C.A. Braun, E.B. Yohe, or Lester Rausch, alone. And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company as fully and amply, to all intents and purposes, as if they were duly executed by the regularly elected officers of said Company.

IN WITNESS WHEREOF, the Globe Indemnity Company has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed this 20th day of September, 1941.

(CORPORATE SEAL)
STATE OF NEW YORK,

(Signed) M. A. CRAIG Vice-President

County of New York,

) ss.

On this 20th day of September, A.D. 1941 before the subscriber, a Notary Public of the State of New York, duly commissioned and qualified, came M. A. Craig Vice-President of the Globe Indemnity Company, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposed and said, that he is the officer of said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation, and that Article V, Section 1, of the By-Laws of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal at the City of New York the day and year first above written.

(Signed) ANN J. CLEFFI

(NOTARIAL SEAL)

Notary Public, New York County

Commission expires March 30, 1943

New York Co. Clk. No. 103, Register No. 30116

I, the undersigned, assistant secretary of the Globe Indemnity Company, a New York Corporation, do hereby certify that the original power of attorney, of which the foregoing on the reverse side hereof is a full, true and correct copy, remains in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said Company at the City of New York this 9/23/43.

OSCAR C. KUNYE

Assistant Secretary

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 23d day of September, 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 THE SEAGRAVE CORPORATION, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1 - 1250 G.P.M. Seagrave triple combination pumping engine, water tank and hose car, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 344638; provided, however, that if Government restrictions on the use of critical materials prevent strict compliance with any part of said specifications, the contractor may, if permission is obtained from the City Manager of said City, use a substitute material if they satisfy the City Manager that it will replace subh substitute material with the materials specified as soon as same are obtainable.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Thirteen Thousand Eight Hundred Seventy-five and 93/100 Dollars (\$13,875.93). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 1st day of March 1944.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Thirteen Thousand Eight Hundred Seventy-five and 93/100 Dollars (\$13,875.93), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the Chief of the Fire Dept. 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 60 days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract. If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78638 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 SEAGRAVE CORPORATION
H. B. SPAIN, Prest.

ATTEST: T. C. BLACK

Secretary (SEAL)

Sept., 1943.

I hereby approve the form and legality of the foregoing contract this 28th day of J. F. DuPAUL, City Attorney
By H. B. DANIEL,

Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The Seagrave Corporation for pumping engine; being Document No. 345308.

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 1st day of September, 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 R. E. HAZARD CONTRACTING COMPANY, a corporation, as Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature of the State of California, 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; the lands hereby leased being more particularly described as follows, to-wit:

Beginning at the point of intersection of the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473, with the southeasterly line of Lot 1, Block 272, Middletown, according to the Jackson Map of Middletown, filed in the office of the County Recorder of San Diego County, California; thence southwesterly along the southwesterly prolongation of the southeasterly line of said Lot 1 to an intersection with the northeasterly line of Atlantic Street, as said Atlantic Street (now named Pacific Highway) was dedicated by Resolution No. 108 by the Harbor Commission of The City of San Diego on May 23, 1935; thence northwesterly along the northeasterly line of said Pacific Highway to an intersection with the southwesterly prolongation of the southeasterly line of Maple Street; thence northeasterly along the southwesterly prolongation of the southeasterly line of Maple Street to an intersection with the said mean high tide line for the Bay of San Diego; thence southeasterly following along the said mean high tide line to the point or place of beginning; containing 3594 square feet of tideland area.

The lands hereinabove described being shown on Drawing No. 43-B-1, dated August 18, 1943, 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 September, 1943, and ending on the 31st day of August, 1953, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, the sum of four cents (4¢) per square foot per year;

For the second and final five-year portion of said term, the sum of six (6¢) per square foot per year.

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

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

The Council of said City and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said lessee of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessee shall be based upon and limited to

compensation for the actual value of such buildings, structures and physical improvements placed upon the demised premises by the lessee as are required, authorized or permitted under the terms of this lease, and shall not be held to include compensation to said lessee for any damage to, interference with, or loss of business or franchise occasioned by any such annulment, change or modification.

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

(1) That the demised premises shall be used only and exclusively for parking purposes in connection with the restaurant business maintained by said lessee on adjoining property. That no buildings or structures shall be constructed on said demised premises without the consent of the Harbor Commission of said City.

(2) 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.

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

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

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

THE CITY OF SAN DIEGO Lessor
By EMIL KLIKA
WM. E. HARPER
Members of the Harbor Commission

R. E. HAZARD CONTRACTING CO.
By R. E. HAZARD Pres.

ATTEST: R. H. GORDON

I hereby approve the form of the foregoing Lease, this 30th day of September, 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 R. E. Hazard Contracting Company for portion of Block 272, Middletown (except certified copy of Resolution No. 78636 and Exhibit A filed with original lease) being Document No. 345323.

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

By Francis T. Tatum 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 29th day of September, 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 GENERAL ELECTRIC SUPPLY CORPORATION, Agt. of General Electric Company, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to 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, 1943 and ending on September 15, 1944; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 344635.

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. 344635, 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 purchase. Said prices contained in said standard price schedule do not include the California State Sales Tax, which will be paid by the City.

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. 344635, 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 (90%) of the

lamps to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the lamps delivered will not be made until completion of the contract, and until releases shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part 3, Code of Civil Procedure of the State of California.

When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager and when a release of all claims against The City of San Diego under or by virtue of this contract shall have been executed by the contractor, and when five days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made to said contractor.

Said contractor hereby agrees that 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 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 entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78621 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
GENERAL ELECTRIC SUPPLY CORPORATION
Agt. of General Electric Company,
By F. C. TODT, Dist. Mgr.

ATTEST:

I hereby approve the form of the foregoing Contract this 2d day of October, 1943.
J. F. DuPAUL, City Attorney,
By H. B. DANIEL

Asst. City Attorney

RESOLVED, that sales contracts and bids, including, but not by way of limitation of the foregoing, sales contracts with and bids to the United States Government or any department thereof, to any state, county or municipal government or any department thereof, and bonds, which may be required in connection with any such contracts or bids may be executed for and on behalf of the General Electric Supply Corporation, a Delaware corporation, by any of the following:

I, L.C. McDonald, Assistant Secretary of the General Electric Supply Corporation, a Delaware corporation, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Board of Directors of said corporation at a meeting held in New York City at which a quorum was present, on the 28th day of February 1935, and that

C.W. Goodwin, Jr., District Manager - San Francisco

F.C. Todt, District Manager - Los Angeles

H.R. Olson, District Credit Manager - Los Angeles

were duly authorized to execute the documents covered by the resolution.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the said General Electric Supply Corporation, a Delaware corporation, this 2nd day of October 1942.

L. C. MC DONALD

Assistant Secretary (SEAL)

KNOW ALL MEN BY THESE PRESENTS, That GENERAL ELECTRIC SUPPLY CORPORATION, AGT. OF GENERAL ELECTRIC COMPANY, as Principal and PACIFIC INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of 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 29th day of September, 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 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, 1943, and ending September 15, 1944; in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

GENERAL ELECTRIC SUPPLY CORPORATION, Agt. of
General Electric Company,

ATTEST: _____

F. C. TODT, Dist. Mgr.

Principal

PACIFIC INDEMNITY COMPANY

(SEAL)

ATTEST: _____

By C. A. SHAVER, JR. Attorney-in-Fact
Surety

STATE OF CALIFORNIA,)

ss

County of Los Angeles)

On this 29th day of September A.D., 1943 before me, Geo. T. Rogers a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared F. C. Todt 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.

GEO. T. ROGERS

(SEAL)

Notary Public in and for said County and State

My Commission expires November 30, 1946

STATE OF CALIFORNIA)

ss

County of Los Angeles)

On this 29th day of September in the year one thousand nine hundred and 43 before me, Margaret Percival a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared C. A. Shaver, Jr. 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 C. A. Shaver, Jr. 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.

MARGARET PERCIVAL

(SEAL)

Notary Public in and for Los Angeles County,

My Commission expires August 5, 1947

State of California

I hereby approve the form of the within Bond, this 2d day of October, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 2d day of October, 1943.

WALTER W. COOPER

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with General Electric Supply Corporation for Mazda lamps; being Document No. 345324.

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, Old Mission Packing Co. is the owner of Block 409 of Old San Diego;

NOW, THEREFORE, This Agreement, signed and executed this 5th day of August, 1943, by Old Mission Packing Co. that they will, for and in consideration of the permission granted to remove 19 feet of curbing on Taylor St. between Jaun St. & San Diego Ave., 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 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 Old Mission Packing Co. 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.

OLD MISSION PACKING CORP., LTD.

BERT GEREN, Vice Pres.

4090 Wallace Street,

North San Diego, California

STATE OF CALIFORNIA,)

ss

County of San Diego,)

On this 6th day of August, A.D. Nineteen Hundred and 43, before me, Mabelle A. Setter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bert Geren known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MABELLE A. SETTER

(SEAL)

Notary Public in and for the County of San Diego,

My Commission expires Jan. 27, 1947

State of California

I HEREBY approve the form of the foregoing agreement this 11th day of August, 1943.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 13 1943 4 min. past 9 A.M. in Book 1546 at page 75 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 Old Mission Packing Co., being Document No. 344663.

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, C. E. Sperry is the owner of Lot 4, Block 395, of Old San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of Aug. 1943, by C.E. Sperry that will, for and in consideration of the permission granted to remove 67 feet of curbing on 4100 Taylor between Jaun St. and Whitman St., adjacent to the above described property, binding 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 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 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.

C. E. SPERRY

4100 Taylor St. No.S.D.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 9th day of August, A.D. Nineteen Hundred and 43, before me, Carl E. Renold, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. E. Sperry known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

CARL E. RENOLD

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

(SEAL)

My Commission expires Jan. 27, 1946

I HEREBY approve the form of the foregoing agreement this 14th day of August, 1943.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 19 1943 12 min. past 9 A.M. in Book 1536 at page 485 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 Curb Removal Agreement from C.E. Sperry; being Document No. 344692.

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

APPLICATION NO. 41

FOR ALLOCATION OF STATE AID TO LOCAL AGENCIES FOR CIVILIAN DEFENSE PURPOSES

THIS AGREEMENT made and entered into in quadruplicate this 2nd day of September, 1943, by and between the State of California, hereinafter called the State, and the City of San Diego, a "Local Agency" as defined in Chapter 805, Statutes of 1943, hereinafter called "Local Agency", WITNESSETH:

WHEREAS, Local Agency has filed an application for financial aid for civilian defense purposes under the provisions of Chapter 805, Statutes of 1943,

NOW THEREFORE, the Director of Finance does hereby agree to allocate to Local Agency from the appropriation contained in Chapter 805, Statutes of 1943, for expenditure for civilian defense purposes in accordance with said act, the sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars, or so much thereof as may be necessary, to be paid to Local Agency as hereinafter provided.

Local Agency agrees:

1. To provide and maintain approximately 384 beds and accessory equipment at the northeast and the southeast corners of Columbia and E Sts., San Diego, California for the duration of the war and not to exceed six months after the cessation of hostilities as defined in Section 1503 of the Military and Veterans Code, said equipment and facilities to be used for emergency quarters for housing and lodging service men who are unable to obtain housing and lodging within the City of San Diego on account of local wartime congestion of hotels, rooming houses and other available lodging quarters.

2. To construct and pay for four temporary frame dormitory structures in order that the above service may be provided as required herein, substantially as outlined in Local Agency's application and the plans attached thereto.

3. That if it becomes necessary or desirable to discontinue the service provided for herein or to transfer the facilities to a different location, Local Agency will present a statement of the facts or conditions which make such changes necessary or desirable to the Director of Finance for consideration and agrees to maintain the service provided for herein at the location specified above until the proposed changes have been approved in writing by the Director of Finance.

4. To permit representatives of the State Department of Finance to inspect the facilities provided for herein and to examine all records in connection therewith at any reasonable time.

5. That no part of any matching funds expended by Local Agency, and which will be used as a basis for reimbursement from the State hereunder, shall be paid from sources emanating from the State Treasury, nor from any fund of any agency which is a part of the executive department of the State of California.

The State agrees:

To reimburse Local Agency for not more than one-half of the cost of the four temporary frame dormitory structures constructed under this agreement, provided, however, that the total amount of the reimbursement so made shall not exceed the sum of Twelve Thousand Five Hundred (\$12,500.00) Dollars. Such reimbursement will be made upon receipt of satisfactory invoices in duplicate supported by paid vouchers, if available or if such vouchers are retained as part of the records of Local Agency the hereinbefore mentioned invoices shall be supported by an itemized list of the expenditures made and paid for by Local Agency. Said itemized list shall include the date, name of each vendor, contractor or employee to whom payments have been made, the amount paid to each such person and a description of the materials supplied and services rendered. Said invoices shall also be accompanied by a sworn statement by the fiscal officer of Local Agency to which shall be attached a Resolution of the City Council to the effect that all such expenditures have been paid. If requested by the State, said invoices shall be supported by certified copies of the paid vouchers approved by resolution of the City Council.

It is mutually agreed that any and all claims for reimbursement under this agreement must be filed by Local Agency with the Department of Finance, State Capitol, Sacramento, California, on or before the 31st day of December, 1943, and that the State shall not be liable for the payment of any claims filed subsequent to the latter date.

It is further agreed that this agreement may be terminated or amended by mutual consent of the parties hereto.

This agreement is not assignable by Local Agency in whole or in part.

IN WITNESS WHEREOF the parties have hereunto set their hands the day and year first above written.

STATE OF CALIFORNIA

By J. F. HASSLER

John F. Hassler Director of Finance

CITY OF SAN DIEGO Local Agency

By WALTER W. COOPER

Title: CITY MANAGER

Allocation Approved:

WILLARD W. HEITH

State Director of Civilian Defense

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for allocation of State aid for housing service men at Columbia & E Streets; being Document No. 345341.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

Approved as to form

by Hqrs.S.O.S. as

Revised November 9, 1942

CONTRACT FOR PROCUREMENT OF WATER

W-04-161E(S.C.-IX)-3

Negotiated

LINFORD C. LULL,

Major, CE

Fort Rosecrans San Diego 15 San Diego County California

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 212/40905 59-88 P320-05

W. C. LAMM, Capt, AUS, Fiscal Officer.

Payment will be made by Finance Officer at Camp Callan, California.

Estimated daily maximum demand 33,000 cu.ft.

Estimated annual consumption 12,000,000 cu.ft.

Estimated annual cost \$14,000.00

1 July 1943

At the request of the United States The City of San Diego, California offers and agrees to furnish water for the use of the United States at the location shown above in accordance with the terms set forth in General Conditions numbered 1 to 9 inclusive and Special Conditions numbered 1 to 19 inclusive, both attached hereto and made a part hereof.

Contractor The City of San Diego

Address Water Dept., Room 164

San Diego, California

Civic Center,

By WALTER W. COOPER

Title CITY MANAGER

1 July 1943

Acceptance by the Government

Name LINFORD C. LULL, Major, C. of E. Title POST ENGINEER

GENERAL CONDITIONS

1. OFFICIALS NOT TO BENEFIT.....No member of or Delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

3. CONVICT LABOR. The contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, State or territorial prison or prison industry, provided such articles, materials or supplies are not produced pursuant to any contract or other arrangement under which prison labor is hired by or employed or used by any private person, firm or corporation.

4. COVENANT AGAINST CONTINGENT FEES. The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial selling agencies maintained by the Contractor for the purpose of securing business.

5. ANTI-DISCRIMINATION. (a) The contractor, in performing the work required by this contract, shall not discriminate against any worker because of race, creed, color or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

6. DEFINITIONS. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

8. ASSIGNMENT OF RIGHTS HEREUNDER. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following:

- (i) General Accounting Office;
- (ii) the Contracting Officer;
- (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract;
- (iv) the officer designated in this contract to make payments thereunder.

(c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

(e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the contractor.

9. ALTERATIONS. The following changes were made in this contract before it was signed by the parties hereto: ARTICLE 7 GENERAL CONDITIONS. Renegotiation pursuant to Sec. 403, 6th Sup. National Def. Approp. Act, 1942, as amended has been deleted. ARTICLE 16. SPECIAL CONDITIONS. Meter service charge has been deleted. Also Articles 2 & 5.

SPECIAL CONDITIONS

(Procurement of Water-No Connection Charge)

1. TERM OF SERVICE. Water will be furnished commencing 1 JUL 1943 and shall continue until further notice. Notice of intention to terminate this contract shall be at the option of the United States and shall be given in writing by the Contracting Officer to the contractor not less than thirty (30) days in advance of the effective date of termination.

2. PROVISION FOR ENLARGED RESERVATION. The service to be furnished under this contract shall be used only in connection with activities within the boundaries of the project as presently located or as such boundaries may be extended in the future.

3. QUALITY OF WATER. The water must be clear, potable and safe for human consumption in accordance with standards adopted by the Treasury Department, June 20, 1925 for drinking and culinary water supplied by common carriers in Interstate Commerce and such revisions as may be made therein from time to time.

4. POINT OF DELIVERY. Fort Rosecrans, San Diego, San Diego County, Calif.

6. SUPPLY - The contractor shall furnish the required amount of water through mains and meters as follows:

(a) Through cast iron mains twelve (12) inches in diameter and the water shall be measured by two six-inch (6") meters located on Catalina Boulevard at the Reservation line;

(b) Through cast iron mains twelve (12) inches in diameter and the water shall be measured by one six-inch (6") meter located at Catalina Boulevard at the Reservation line;

(c) Through cast iron mains twelve (12) inches in diameter on Rosecrans and the water shall be measured by two six-inch (6") meters located two hundred thirty-eight feet (238') inside the Reservation property;

(d) Through cast iron main six (6") inches in diameter on Rosecrans Street and the water shall be measured by one six-inch meter at the Army Reservation fence; and the water shall be measured by meters of standard manufacture.

7. OWNERSHIP AND MAINTENANCE OF METERS. The meters which are provided for measuring the water furnished under this contract and which are located at (a) Two meters at Catalina & Reservation line; (b) one meter at Catalina & Reservation line; (c) two meters on Rosecrans 238' inside reservation one meter on Rosecrans at reservation fence are the property of The City of San Diego and will be calibrated and maintained by The City of San Diego.

8. METERING AND BILLING.- Meters will be read monthly on the last day of each month jointly by a representative of the contractor and the Contracting Officer or his representative. The contractor shall render monthly bills or accounts to the Contracting Officer which shall contain statements of the readings of the meters at the beginning of the month, meter constants, monthly consumption, rates and allowances, if any, in detail. Bills shall be rendered on the basis of monthly consumption, the readings of the meters to be billed separately as indicated in Par. 6(a), (b), (c) and (d). In case of error in meter readings, it is mutually agreed that the percentage of error shall apply only to the water used since the date of the meter reading of preceding month.

9. FAILURE OF METERS TO REGISTER.- If the meters fail to register, a daily average will be obtained from the readings taken the previous month when the meter was known to be operating correctly, and this figure used as a basis of payment for the period while the meters are out of order and until repaired.

10. TESTING OF METERS.- The meters will be tested at least once each year to the satisfaction of the contractor and the Contracting Officer, and will be considered correct if within 2 percent plus or minus. If an error of more than 2 percent is found, the readings and bill for the month previous and the bill for that part of the current month immediately preceding the test shall be corrected by the percentage of error found to exist.

11. REPAIR OF METERS.- The contractor shall test, adjust, install, or change water meters when requested in writing in advance by the Contracting Officer, at the actual cost of labor and material plus a fixed charge of Ordinance rate or amount agreed upon provided that all the actual and necessary maintenance and repairs on the meters and pipe lines which are the property of the contractor shall be done by the contractor at his expense.

12. DEDUCTIONS. It is intended that continuous service will be given under this contract. Where it is necessary for the contractor to interrupt service, arrangements shall be made with the proper military authorities in order that such interruption will least interfere with the service to the United States. If such arrangements are not made, deductions shall be imposed in such amounts as will compensate the United States for

securing service from other sources during the time of the interruption.

13. OPTION TO REDUCE MINIMUM CHARGES. In the event of a partial or total shutdown or abandonment of the project, and, as a result thereof, water consumption is curtailed to less than twenty five percent (25%) of the average consumption for the ninety (90) day period immediately preceding such curtailment then the Government shall have the option to give the contractor ninety (90) days notice after which time the minimum charge indicated in the rate schedule shall not apply, and the minimum to be charged shall be in accordance with the rate for the class of service required.

The minimum charge provided in the rate schedule shall apply only to the period beginning 0 months after date of this contract.

14. UNIT OF MEASURE. The unit of measure shall be 100 cubic feet.

15. RATES. The United States shall pay the contractor monthly the following rates for water furnished:

\$5.50 minimum charge. Rates as set forth in Ordinance No. 2530 (N.S.), copy of which is attached hereto.

ORDINANCE NO. 2530 (New Series)

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 1482 (NEW SERIES) (WATER RATES) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, ADOPTED NOVEMBER 29, 1938, AND REPEALING ORDINANCE NO. 2346 (NEW SERIES), ADOPTED JANUARY 6, 1942, AND ORDINANCE NO. 2464 (NEW SERIES), ADOPTED JUNE 1, 1942.

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

Section 1. That Section 1 of Ordinance No. 1482 (New Series) of the ordinances of The City of San Diego, entitled, "An Ordinance establishing water rates for service and water furnished by The City of San Diego, providing a penalty for the violation hereof, and repealing Ordinance No. 8210, signed December 22, 1920, and Ordinance No. 861 (New Series), adopted March 17, 1936, of the ordinances of The City of San Diego," adopted November 29, 1938, be, and the same is hereby amended to read as follows:

"Section 1. WATER RATES.

A. That the following rates are hereby established and shall be collected by the Water Department for water furnished by The City of San Diego.

(1) For water furnished within the limits of The City of San Diego to golf courses consisting of not less than thirty-five (35) acres of improved course upon which the public is permitted to play upon compliance with the rules and regulations established by the club or organization maintaining such courses; or for combined domestic and irrigation use upon tracts or parcels of land within the limits of The City of San Diego under single occupancy, aggregating not less than one-half acre, used for commercial, agricultural, horticultural or viticultural purposes and where said ground so irrigated is planted to crops, shrubs or trees grown for commercial purposes, the rate shall be as follows:

(a) For the first 500 cubic feet per meter per month, twenty-two (22) cents per 100 cubic feet;

(b) For the next 500 cubic feet per meter per month, twenty and nine-tenths (20.9) cents per 100 cubic feet;

(c) For all water consumed over 1000 cubic feet per meter per month, eleven (11) cents per 100 cubic feet.

Provided, however, that the minimum rate for water furnished through a meter, irrespective of the size of such meter, for the purposes above set forth and at the rates above set forth, shall be Fifty-five Dollars (\$55.00) per year, payable at the rate of at least Four Dollars and Fifty-eight cents (\$4.58) per month until a total of Fifty-five Dollars (\$55.00) has been paid. Thereafter, for the balance of the twelve-month period, the consumer shall be required to pay at the rates specified above for the amount of water actually used.

(2) CONSTRUCTION WORK.

For water furnished for construction work where meters are not installed or used, the rate to be charged shall be as follows:

(a) For mixing and wetting concrete used in street paving, \$1.65 per 1000 square feet of paving laid; for preparing subgrade and mixing concrete which will be patent process cured, fifty-five (55) cents per 1000 square feet of paving laid.

(b) For sidewalk and curbing, \$1.65 per 1000 square feet of concrete laid.

(c) For mixing concrete for any other construction not herein provided for, the rate shall be eleven (11) cents per cubic yard of concrete laid.

(d) For wetting granite paving or top dressing used in street grading, twenty-seven and one-half (27.5) cents per 1000 square feet of paving laid.

(e) For settling earth and ditches, eight and one-quarter (8.25) mills per cubic yard for trench or excavation.

(f) For water supplied for street grading or any construction work not otherwise specified in this ordinance, when not used through a meter, the amount of water used and charges for same shall be fixed by the City Manager.

(g) Contractors, or any person desiring to use water in construction work where connections must be made with city hydrants or stand pipes, shall in each and every instance obtain a written permit from the City Manager before connecting with any such hydrant or standpipe, or using water therefrom, and such permit shall be exhibited upon the work for which issued.

(h) In each and every instance enumerated in sub-paragraphs a, b, c, d, e, f and g of paragraph A (2), Section 1, the amount of the charge shall be estimated by the City Manager.

(3) For water furnished for any use or purpose whatever within the corporate limits of The City of San Diego, where rates therefor are not otherwise provided for in this ordinance, the rates shall be as follows:

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 20,000 cu. ft. per meter per month, fifteen and six-tenths (15.6) 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.

(4) For water furnished the United States for use of the War and Navy Departments within or contiguous to The City of San Diego, the rates, conditions, terms and provisions shall be the same as those in effect within the limits of The City of San Diego.

(5) For water furnished for any use or purpose whatever outside the corporate limits of The City of San Diego, where rates therefor are not otherwise provided for in this

ordinance, the rate shall be twenty-seven and one-half (27.5) cents per 100 cubic feet; provided, however, that nothing in this ordinance contained shall be construed to change or modify any existing legal contract or obligation between The City of San Diego and any person, firm or corporation as to the rate or rates for water, or other obligations in connection therewith or therein contained.

(6) FIRE HYDRANTS.

For each fire hydrant furnished or used for any purpose or use within the corporate limits of The City of San Diego, the rental rate of each such fire hydrant shall be the sum of \$1.50 per month per hydrant.

For each fire hydrant furnished or used for any purpose or use outside the corporate limits of The City of San Diego, the rental rate of such hydrant shall be the sum of \$2.50 per month per hydrant.

(7) MONTHLY MINIMUM

The minimum monthly rate for all water furnished through a meter within the corporate limits of The City of San Diego, save and except water furnished for the uses and purposes and at the rates set forth in sub-paragraph A (1), Section 1 hereof, shall be as follows:

- (a) For 5/8-inch and 3/4-inch meters, \$1.10 per month;
- (b) For 1-inch and 1 1/2-inch meters, \$1.65 per month;
- (c) For 2-inch meters, \$2.20 per month;
- (d) For 3-inch meters, \$3.30 per month;
- (e) For 4-inch meters, \$4.40 per month;
- (f) For 6-inch meters and larger, \$5.50 per month;
- (g) For all fire services not connected or used for ordinary daily usage, \$1.10 per month.

(8) That the minimum monthly rate for all water furnished through a meter outside the corporate limits of The City of San Diego shall be as follows:

- (a) For 5/8-inch and 3/4-inch meters, \$1.65 per month;
- (b) For 1-inch and 1 1/2-inch meters, \$2.20 per month;
- (c) For 2-inch meters, \$2.75 per month;
- (d) For 3-inch meters, \$4.40 per month;
- (e) For 4-inch meters, \$5.50 per month;
- (f) For 6-inch meters and larger, \$6.60 per month;
- (g) For all fire services not connected or used for ordinary daily usage, \$2.20 per month.

Provided, however, that nothing in this ordinance contained shall be construed to change or modify any existing legal contract or obligation between The City of San Diego and any person, firm or corporation as to the rate or rates for water, or other obligations in connection therewith or therein contained.

B. MUNICIPAL CONSUMERS

All water furnished to the various departments of The City of San Diego shall be measured by meter, when so ordered by the City Manager, and all water so used shall be charged to their respective budget accounts and paid for monthly from such funds into the funds provided by Charter for receipts from the sale of water.

Section 2. That Ordinance No. 2346 (New Series) of the ordinances of The City of San Diego, adopted January 6, 1942, and Ordinance No. 2464 (New Series) of the ordinances of said City, adopted June 1, 1942, be, and the same are hereby repealed.

Section 3. This ordinance shall take effect and be in force on the thirty-first day from and after its passage.

Passed and adopted by the Council of The City of San Diego, California, this 8th day of September, 1942, by the following vote, to-wit:

YEAS - Councilmen: Simpson, Austin, Hartley, Boud, Knox, Flowers

NAYS - Councilmen: None

ABSENT-Mayor Benbough

ATTEST: FRED W. SIMPSON

(SEAL)

Vice Mayor of The City of San Diego, California,
FRED W. SICK
City Clerk of The City of San Diego, California,
By AUGUST M. WADSTROM,

Deputy

I HEREBY CERTIFY that, as to the foregoing ordinance, the provisions of Section 16 of the Charter of The City of San Diego requiring the reading of ordinances on two separate calendar days prior to passage, was, by a vote of not less than five members of the Council, dispensed with; and that said ordinance was by a vote of not less than five members of the Council put on its final passage at its first reading this 8th day of September, 1942.

I FURTHER CERTIFY that, prior to the final reading of such ordinance, a written or printed copy thereof was furnished to each member of the Council.

FRED W. SICK,

(SEAL)

City Clerk of The City of San Diego, California
By AUGUST M. WADSTROM,

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Ordinance No. 2530 (New Series) of the City of San Diego, California, passed and adopted by the Council of said City SEP 8 1942.

FRED W. SICK, City Clerk
By HELEN M. WILLIG,

Deputy

(SEAL)

17. CHANGE OF RATES. If during the life of this contract the City shall establish uniform rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the contractor hereby agrees to continue to furnish water as stipulated in this contract, and the United States hereby agrees to pay for such water at the higher or lower rates from and after the date when such rates are made effective.

18. PAYMENTS. For and in consideration of the faithful performance of the stipulation of this contract, the contractor shall be paid by the designated disbursing officer for water herein contracted for, at the rates and under the terms and conditions herein set forth; and the contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service. Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for water delivered shall be paid without penalty or interest and the United States shall be entitled to any discounts cutomarily applicable to payment of bills by all customers of the contractor.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with United States for supplying water to Fort Rosecrans; being Document No. 345353.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum Deputy

SUPPLEMENTAL 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 25th day of June, 1943, 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 Government and the City heretofore, to-wit, on the 5th day of May, 1941, entered into a contract whereby the City agreed to supply water upon certain terms and conditions for use by the Government in a housing development consisting of approximately three thousand units, to be located in The City of San Diego (Identification No. 4092, which said contract is on file in the office of the City Clerk bearing Document No. 335437, and recorded in Book 13, page 2, Records of said City Clerk; and

WHEREAS, said housing development has been enlarged by adding additional units thereto;

WHEREAS, the parties hereto desire to extend said water service contract to include such additional units; and

WHEREAS, by Ordinance No. 2530 (New Series) of the City of San Diego, general increases were made in the water rates in the City of San Diego and the parties hereto desire that paragraph (6) of the contract set forth the applicable rate.

NOW, THEREFORE, in consideration of the premises, it is hereby mutually agreed that said contract of May 5, 1941, and all the terms and conditions thereof, shall apply to the extensions of said project, CAL-4092, constructed under Projects CAL-4251, CAL-4255, and CAL-4256, consisting of 1245 additional units, and such other extensions of said Project CAL-4092 as may hereafter be constructed, to the same effect in every respect as though such extensions had been constructed at the time said contract of May 5, 1941, was entered into, and

It is also agreed that paragraph (6) of the contract as heretofore amended be and it is hereby further amended to read as follows:

"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, 22¢ per 100 cubic feet;
For the next 4,500 cubic feet per meter per month, 20.9¢ per 100 cubic feet;
For the next 5,000 cubic feet per meter per month, 19.8¢ per 100 cubic feet;
For the next 10,000 cubic feet per meter per month, 18.7¢ per 100 cubic feet;
For the next 30,000 cubic feet per meter per month, 13.2¢ per 100 cubic feet;
For all over 50,000 cubic feet per meter per month, 11¢ per 100 cubic feet.

In addition to the master meter or meters necessary to register the consumption of water for said Development at the main source of delivery thereto, the City will install and maintain two (2) six-inch water meters which are to be standby meters for use in case of emergency. Said meters to be located as follows: One (1) meter 3400 feet south of the south line of Sixth Avenue and Linda Vista Road at the intersection of Glidden Street and Linda Vista Road; one (1) meter on the south line of 19th Street East on Linda Vista Road at the intersection of Tait Street and Linda Vista Road.

The City will charge and the Government agrees to pay the City a minimum charge of \$5.50 per month for each of said standby meters.

The readings of all master meters located at the main or regular point of delivery will be totalized and considered as one for the purpose of rates and billing.

Water delivered through either or both of said standby meters shall be billed separately from the water delivered through the master meters located at the main point of delivery."

It is further agreed that said amendment to paragraph 6 be effective on the 8th day of September 1942.

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

UNITED STATES OF AMERICA
By LANGDON W. POST
For Federal Public Housing Commissioner

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

(SEAL)
ATTEST: FRED W. SICK
City Clerk

I hereby approve the form and legality of the foregoing Supplemental Contract this 25th day of June 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

NATIONAL HOUSING AGENCY FEDERAL PUBLIC HOUSING AUTHORITY

I, FRED W. SICK, hereby certify that I am the City Clerk of the City of San Diego, California, a Corporation, organized and existing under the laws of the State of California; that Walter W. Cooper who executed a certain amendment to a contract between City of San Diego and the United States of America for the supplying of water to a certain Defense Housing Development at _____ (designated as Project CAL-4251-55-56) was, at the time of such execution, a duly elected, qualified, and acting City Manager of San Diego California; that such amendment to a contract was duly signed on behalf of 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 at San Diego, this 10th day of Sept., 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Contract with the United States for supplying water to Linda Vista housing project; being Document No. 345354.

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, BILLINGS TRUCK CO. is the owner of Lots 37-41, Block 95, of Mannase-Schiller Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of July, 1943, by Billings Truck Co. that it will, for and in consideration of the permission granted to remove twelve feet of curbing on Newton Ave between Crosby and Dewey, adjacent to the above described property, bind itself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

BILLINGS TRUCK CO.
1950 Main St. San Diego, Calif.
H. D. BONNER

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 30th day of July, A.D. Nineteen Hundred and Forty-three before me, Larease Edna Atwood, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. D. Bonner known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires Feb. 4, 1947

LAREASE EDNA ATWOOD
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 September, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED SEP 21 1943 35 min. past 10 A.M. in Book 1562 at page 183 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 Curb Removal Agreement from Billings Truck Co.; being Document No. 345004.

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, RUTH M. JONES is the owner of Lot "J", Block 25, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of July, 1943, by Ruth M. Jones that she will, for and in consideration of the permission granted to remove 20 feet of curbing on Front Street between Market and Island Avenue, adjacent to the above described property, bind-----to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs-----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.

RUTH M. JONES

STATE OF CALIFORNIA

County of Los Angeles

} ss

On this 30 day of July, A.D. Nineteen Hundred and forty-three before me, O. J. Harsha, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ruth M. Jones 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 Los Angeles, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL) My commission expires
June 3, 1944

O. J. HARSHA
Notary Public in and for the County of Los Angeles
State of California

I HEREBY approve the form of the foregoing agreement this 7th day of September, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED SEP 21 1943 35 min. past 10 A.M. in Book 1562 at page 182 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 Curb Removal Agreement from Ruth M. Jones; being Document No. 345005.

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, MILTON W. LANCASTER is the owner of Lot 43, Block 61, of Ocean Beach;
NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of September, 1943, by Milton W. Lancaster that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Newport Ave between Cable and Bacon, adjacent to the above described property, bind him 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.
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.

MILTON W. LANCASTER
4967 Newport Ave.
San Diego, (7) Calif

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

On this 7th day of September, 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 Milton W. Lancaster known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) JOHN EDUARD LOFTUS
Notary Public in and for the County of San Diego,
State of California
My Commission expires June 10, 1944
I HEREBY approve the form of the foregoing agreement this 14th day of September, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED SEP 21, 1943 35 min. past 10 A.M. in Book 1562 at page 181 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
M. MOREFIELD
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb removal agreement from Milton W. Lancaster; being Document No. 345062.

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 use of a 17 unit auto court

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

H. C. SHREVE, after being first duly sworn, for himself deposes and says;
That I am the owner of the hereinafter described real property; Lots Twenty five (25) to Thirty one (31) Block Two hundred sixty two (262) located at Southwest corner of Cottonwood & Vesta Streets; Gumon's Addition

That I desire to operate a 17 unit auto court on the above described property and have applied for a Resolution of Property Use under Petition No. 1659, dated January 27, 1943;

That I, in consideration of approval granted by the City of San Diego to operate a 17 unit auto court under Resolution No. 242, of the Zoning Committee, dated March 4, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will keep the above described property in first class condition at all times; and the cottages will be kept in a group and not sold separately;

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.

H. C. SHREVE
2005 Vesta

On this 9th day of March A.D. Nineteen Hundred and Forty Three, before me, Fred W. Sick a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. C. Shreve known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) FRED W. SICK
Notary Public in and for the County of San Diego,
State of California
RECORDED SEP 24 1943 21 min. past 1 P.M. in Book 1556 at page 333 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
VIRGINIA WEBER
Copyist 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 H.C. Shreve re use of 17-unit auto court; being Document No. 345168.

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 use of auxiliary building as living quarters

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

Frank J. Henschel and Matilda A. Henschel, after being first duly sworn, each for themselves depose and says:

That we are the owners of the hereinafter described real property: East fifty (50) ft. of the West two hundred (200) ft. of the North one hundred twenty (120) ft. of Block three (3) and Lots Seven (7) and twelve (12), inclusive, Block Four (4) Subdivision First Street Addition, located at 115 Dickinson Street;

That we desire to convert an auxiliary building on the above described property into living quarters and have applied for a zone variance by application No. 1951, dated September 7, 1943;

That we, in consideration of approval granted by the City of San Diego to use the auxiliary building as living quarters under Resolution of the Zoning Committee No. 399, dated September 16, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war between the United States of America and any country cease, 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.

FRANK J. HENSCHEL
115 Dickinson St.

MATILDA A. HENSCHEL
115 Dickinson Str.

On this 22nd day of September 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 Frank J. & Matilda A. Henschel 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.

AUGUST M. WADSTROM

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires August 5, 1945 State of California

RECORDED SEP 24 1943 21 min. past 1 P.M. in Book 1556 at page 334 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

Copyist 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 auxiliary building as living quarters from Frank J. and Matilda A. Henschel; being Document No. 345186.

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, Sullivan Hardwood Lumber Company is the owner of Lots A,B,C,D,G,H,I,J,K, & L, Block 37, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of September, by Sullivan Hardwood Lumber Company that they will, for and in consideration of the permission granted to remove 22 feet of curbing on "G" between India and Kettner, 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 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.

SULLIVAN HARDWOOD LUMBER COMPANY
E. B. CULMAN Vice Pres.
703 West "F" Street
San Diego, California

STATE OF CALIFORNIA,
County of San Diego, } ss

On this 23rd day of Sept., 1943, before me, L. H. Voeltzie a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared E. B. Culman known to me to be the Vice President of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

L. H. VOELTZIE

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires July 1, 1947 State of California

I HEREBY approve the form of the foregoing agreement this 23rd day of September, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 1 1943 11 min. past 2 P.M. in Book 1556 at page 419 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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 Sullivan Hardwood Lumber Company; being Document No. 345203.

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, Sullivan Hardwood Lumber Company is the owner of Lots A,B,C,D,G,H,I,J,K, & L, Block 37, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of September, by Sullivan Hardwood Lumber Company that they will, for and in consideration of the permission granted to remove 22 feet of curbing on "F" between India and Kettner, 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 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.

SULLIVAN HARDWOOD LUMBER COMPANY
E. B. CULNAN Vice Pres.
703 West "F" Street
San Diego, California

I HEREBY approve the form of the foregoing agreement this 23rd day of September, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 23rd day of Sept., 1943, before me, L.H.Voeltzie a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared E. B. Culnan known to me to be the Vice President of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) L. H. VOELTZIE
Notary Public in and for the County of San Diego,
State of California
My Commission expires July 1, 1947

RECORDED OCT 1 1943 11 min. past 2 P.M. in Book 1570 at page 179 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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 Sullivan Hardwood Lumber Company; being Document No. 345204.

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, John W. Allen is the owner of Lot I,J,K, & L, Block 37, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24 day of September, by John W. Allen that I will, for and in consideration of the permission granted to remove 12 feet of curbing on India between F and G, 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, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JOHN W. ALLEN
766 India St.

I HEREBY approve the form of the foregoing agreement this 25th day of September, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 24 day of September, A.D. Nineteen Hundred and forty three, before me, R. L. Davis, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John W. Allen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he

executed the same.

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

(SEAL)

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

RECORDED OCT 1 1943 11 min. past 2 P.M. in Book 1574 at page 77 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

O. M. EVANS

Copyist County Recorder's Office, 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 W. Allen; being Document No. 345223.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT

Regarding installation of additional five thousand (5000) gallon
Butane tank, on Lot eleven (11) Block nine (9) La Mesa Colony

STATE OF CALIFORNIA
County of San Diego
City of San Diego

ss

California Butane and Appliance Company W.R.H. Taylor and Edward F. Ellis, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Ten (10) to Twelve (12) inclusive Block Nine (9) Subdivision La Mesa Colony, located at 6987 El Cajon Boulevard;

That we desire to install an additional five thousand (5000) gallon Butane tank on the above described property and have applied for a zone variance by application No. 1943, dated September 3, 1943;

That we, in consideration of approval granted by the City of San Diego to install the additional five thousand (5000) gallon Butane tank under the Zoning Committee Resolution No. 405, dated September 23, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war between the United States of America and any country cease the additional Butane tank will then 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.

W. R. H. TAYLOR

6987 El Cajon Blvd.

EDWARD F. ELLIS

6987 El Cajon Blvd, San Diego

On this 28th day of September A.D. Nineteen Hundred and forty-three (43), before me, Gloria S. Carmichael a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward F. Ellis known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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, Calif. County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

My Commission expires Aug. 19, 1946

RECORDED OCT 1 1943 11 min. past 2 P.M. in Book 1574 at Page 76 of Official Records, San Diego Co., Cal. Recorded at request of

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

O. M. EVANS

Copyist 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 California Butane and Appliance Company relative to installation of tank; being Document No. 345286.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to 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 Lippitt is the owner of Lots G & H, Block I, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of Sept., by Henry Lippitt that I will, for and in consideration of the permission granted to remove 19 feet of curbing on B St. between First and Front, 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.

HENRY LIPPIITT

4495 Hortensia St.

I HEREBY approve the form of the foregoing agreement this 29th day of September, 1943.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego,

On this 27th day of September, A.D. Nineteen Hundred and Forty-three, before me, G. F. Clark, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry Lippitt known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in 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 OCT 1 1943 11 min. past 2 P.M. in Book 1574 at page 76 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

O. M. EVANS

Copyist County Recorder's Office, 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 Lippitt; being Document No. 345289.

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 use of garage for living quarters

STATE OF CALIFORNIA

County of San Diego

City of San Diego

George A. Floore and Florence Floore, after being first duly sworn, each for themselves deposes and says;

That we are the owners of the hereinafter described real property; Lots Forty three (43) and Forty four (44) Block Fifty eight (58) Subdivision University Heights, located at 4576 - 30th Street;

That we desire to alter, make addition and convert into living quarters, an existing garage on the above described property and have applied to the Zoning Committee under Petition No. 1711, dated March 24th, 1943;

That we, in consideration of approval granted by the City of San Diego to use the garage as living quarters under Resolution No. 377, dated August 19, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war between the United States of America and any country cease we will then cause said building to be vacated and no longer used as living quarters; and that the trailer now located on the property will be removed and all trash and lumber removed and the yard clean and in first class condition within 45 days from date of resolution.

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.

FLORENCE FLOORE

4576 - 30th St.

GEORGE A. FLOORE GEO A. FLOORE

4576 - 30 St.

On this 30th day of September A.D. Nineteen Hundred and 43, before me, G. Leona DuPaul, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George A. Floore & Florence Floore, 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)

G. LEONA DU PAUL
Notary Public in and for the County of San Diego,
State of California

My commission expires 10-7-46.
RECORDED OCT 1 1943 31 min. past 2 P.M. in Book 1563 at Page 253 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

HELEN NASI

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from George A. and Florence Floore for converting garage into living quarters; being Document No. 345298.

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 use of store as living quarters.

STATE OF CALIFORNIA

County of San Diego

City of San Diego

George A. Floore and Florence Floore, after being first duly sworn, each for themselves deposes and says;

That we are the owner of the hereinafter described real property; Lots Forty three (43) and Forty four (44) Block Fifty eight (58) Subdivision University Heights, located at 4576 - 30th Street;

That I desire to convert an existing store building on the above described property into living quarters with no side yard and only two (2) feet between buildings and have applied for a zone variance under Petition No. 1947, dated September 20, 1943;

That I, in consideration of approval granted by the City of San Diego to use the store building as living quarters under Resolution No. 414 of the Zoning Committee, dated September 30, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will comply with the requirements of the Building Department and six months after hostilities in the present war between the United States of America and any country cease, I 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.

FLORENCE FLOORE
4576 - 30th St.

GEORGE A. FLOORE
4576 - 30 St.

On this 30th day of September 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 George A. Floore and Florence Floore 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 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 March 16, 1947

RECORDED OCT 1 1943 11 min. past 2 P.M. in Book 1574 at page 75 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. M. EVANS

Copyist 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 George A. and Florence Floore for converting store into living quarters; being Document No. 345299.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to 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, CAPITAL COMPANY, Agent for Bank of America National Trust and Savings Association, is the owner of Lots 1 and 2, Block 174, of Middletown, in the City of San Diego, County of San Diego, State of California, according to partition map thereof made by J. E. Jackson, on file in the office of the County Clerk of said San Diego County.

NOW, THEREFORE, This AGREEMENT, signed and executed this Twenty-second day of September, 1943, by Capital Company, Agent for Bank of America N.T. & S.A., that we will, for and in consideration of the permission granted to remove 20' 0" feet of curbing on Andrews St., and 20' 0" on California Street, as per attached blue print and as shown on plot plan layout, adjacent to the above described property, bind ourselves to, and----- hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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.

CAPITAL COMPANY, Agent for Bank of
America National Trust and
Savings Association
RAYMOND R. SHAW

Assistant Secretary
649 South Olive Street, Los Angeles,
Calif.

I HEREBY approve the form of the foregoing agreement this first day of October, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

STATE OF CALIFORNIA,

County of Los Angeles.

} ss

On this 22d day of September, A.D., 1943, before me, the undersigned a Notary Public in and for the said County and State, personally appeared Raymond R. Shaw, known to me to be the Asst. Secretary of Capital Company the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

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

BERTHA KNIGHT

(SEAL)

Notary Public in and for said County and State

My Commission expires February 5, 1947.

RECORDED OCT 1 1943 11 min. past 2 P.M. in Book 1574 at page 74 of Official Records,
San Diego Co., Cal. Recorded at request of _____.

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

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

O. M. EVANS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of curb removal agreement from Capital Company; being Document No. 345309.

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, Pentecostal Full Gospel Tabernacle is the owner of Lot I Block 229 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 30 day of September, by Pentecostal Full Gospel Tabernacle that we will, for and in consideration of the permission granted us to remove 20 feet of curbing on 6th adjacent to the above described property, bind Pentecostal Full Gospel Tabernacle to, and we hereby by these presents agree to, remove any driveway 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.

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

PENTECOSTAL FULL GOSPEL TABERNACLE
By ERNEST S. LEWIS Secretary
590 Fir

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 30th day of September, A.D. Nineteen Hundred and 43, before me, W. A. Widenbeck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ernest S. Lewis, Secretary known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. WIDENBECK
Notary Public in and for the County of San Diego,
State of California

I HEREBY APPROVE the form of the foregoing Agreement this 1st day of October, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED OCT 6 1943 25 min. past 3 P.M. in Book 1570 at page 204 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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb removal agreement from Pentecostal Full Gospel Tabernacle; being Document No. 345315.
FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy

PROJECT AGREEMENT - 1944 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, 1944, and allocated under the provisions of Section 194 and Section 195 of the Streets and Highways Code upon Streets of Major importance, was executed by the City August 31, 1943, and by the Department September 15, 1943, providing for the work described therein as Project 11; and

WHEREAS, the City now desires that said agreement be amended and has submitted to the Department a supplemental budget to provide for the work hereinafter described as Project 12;

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	Description	Amount
11	30th Street at Nutmeg Street	Engineering Investigation of Bridge	\$ 300.00
12	Adams Avenue at Texas Street and at Ward Road	Engineering Investigations of Bridges	500.00
Total			\$ 800.00

ARTICLE II. ENGINEERING INVESTIGATION

The department will make the engineering investigation designated in Projects 11 and 12.

ARTICLE III. FUNDS

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

Accrued and unbudgeted to June 30, 1943	\$ 118,436.10
Estimated to accrue during the fiscal year ending June 30, 1944	117,740.00
Total	\$ 236,176.10

The amount of \$800.00 is budgeted to defray the cost of the work described in Article I.

The annual revenue and the amounts provided for the projects listed in Article I are estimated amounts. In the event that the actual revenue or the actual cost of the projects differs from estimated amounts, the approved budget may be amended only by supplemental agreement.

The department will pay the cost of the work described in Projects 11 and 12 from the funds provided herein.

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 each item of the budget described in Projects 11 and 12, the department shall 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 21st day of September, 1943, and the Department on the 5th day of October, 1943.

Approval recommended:

E. E. WALLACE

District Engineer

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 J. N. STANDLEY

Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of First Supplemental Memorandum of Agreement for expenditure of 1/4 cent gas tax for streets of major importance; being Document No. 345395.

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, M. B. Fowler is the owner of Lot 1 in Blk 131, Block 131, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 11 day of September, by M. B. Fowler that I will, for and in consideration of the permission granted to remove 25 feet of curbing on Sassafras between Kettner and California, 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 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. B. FOWLER

3356 - 1st Ave.

STATE OF CALIFORNIA,

) ss

County of San Diego,

On this 11th day of September, A.D. Nineteen Hundred and 43, before me, R. S. Ruffin, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared B. M. Fowler known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

R. S. RUFFIN

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

(SEAL)

My Commission expires May 17, 1947

I HEREBY approve the form of the foregoing agreement this 4th day of October, 1943.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 6 1943 25 min. past 3 P.M. in Book 1556 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.

VIRGINIA WEBER

Copyist County Recorder's Office, 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. B. Fowler; being Document No. 345334.

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 a real estate tract office.

STATE OF CALIFORNIA

County of San Diego

City of San Diego

) ss.

Harold J. Muir and Charlotte J. Muir, after being first duly sworn, each for themselves deposes and says;

That we are the owners of the hereinafter described real property; Lot One (1) Block Twenty one (21) Subdivision Muirlands, located at Muirlands Drive and El Camino del Teatro;

That we desire to erect and operate a real estate tract office on the above described property and have applied for a zone variance under Petition No. 1950, dated September 7, 1943;

That we, in consideration of approval granted by the City of San Diego to erect and operate a real estate tract office on the above described property under Zoning Committee Resolution No. 415, dated September 30, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that two (2) years from the date of the Resolution, we will then cause said building 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.

HAROLD J. MUIR

CHARLOTTE J. MUIR
P.O. BOX 936
La Jolla, Calif.

On this 4th day of October A.D. Nineteen Hundred and forty-three, before me, Mildred C.B. Wells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold J. Muir and Charlotte J. Muir 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) MILDRED C. B. WELLS
Notary Public in and for the County of San Diego,
My Commission expires March 20, 1945 State of California

RECORDED OCT 6 1943 25 min. past 3 P.M. in Book 1563 at Page 307 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

HELEN NASI

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Harold J. and Charlotte J. Muir for construction of real estate tract Office; being Document No. 345352.

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

CONTRACT NO. HA(CAL-4092)
mph-107; Supp.#1

THIS AGREEMENT, entered into this 18th day of May, 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, pursuant to authority contained in the Lanham Act, Public 849, 76th Congress, approved October 14, 1940, as amended; and

WHEREAS, said Authority, in order more adequately to protect said housing projects from fire hazards, desires the City to provide fully qualified personnel, as shown on the supplemental list attached, marked "Exhibit A," and made a part of this agreement, to operate a fire station with the necessary equipment that has been provided for the Linda Vista development, together with the necessary maintenance and incidental expense, as shown on Exhibit A; 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 fully qualified personnel, as listed, or as many of them as can be obtained, who shall be on duty for the operation of the fire station located in the Linda Vista housing project operated and managed by the Authority within The City of San Diego, upon condition that the authority will pay the salaries of personnel actually assigned to the station, together with the necessary maintenance and incidental expense connected with such operation.

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 a sum not to exceed one-twelfth of the total amount shown on said Exhibit A for the reimbursement to the City of the actual expense incurred by the City involved in the operation of said station for the preceding month.

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, and in no event shall continue longer than June 30, 1944, unless it shall be so continued by written agreement executed by both parties.

No member of or delegate to the Congress or resident commissioner or employee of the Government shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

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. 78073 of the Council authorizing such execution, and the United States of America has caused this instrument to be executed by Langdon W. Post, acting for the Federal Public Housing Commissioner, the day and year in this agreement first above written.

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

UNITED STATES OF AMERICA
By (s) James W. Routh
For the Federal Public
Housing Commissioner

I hereby approve the form and legality of the foregoing Agreement this 5th day of May, 1943.

J. F. DuPAUL City Attorney.
By (s) H. B. DANIEL
Assistant City Attorney

EXHIBIT A

1 Captain at \$275.00	\$ 3,300.00
1 Lieutenant at \$250.00	3,000.00
2 Engineers at \$234.00	5,616.00
5 Firemen at \$215.00	12,900.00
	<u>\$24,816.00</u>
4% for pensions	992.64
\$2.57 per \$100. for Comp. Ins.	<u>637.77</u>
	\$ 26,446.41

Stationery & Reports.....	13.00
Janitor Supplies.....	60.00
Medical Supplies.....	8.00
Chemicals.....	10.00
Fire Fighting Equipment Upkeep.....	30.00
Plant Supplies: Sheets, Slips, etc.....	36.00
Laundry.....	36.00
Gasoline & Oils.....	75.00
App. Upkeep: Rags, Waste, Polish, etc.....	100.00
Building Upkeep.....	10.00
Gas & Electricity.....	100.00
Water.....	36.00
	<u>\$ 514.00</u>
	<u>\$26,960.41</u>

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Federal Public Housing Authority for operation of fire station at Linda Vista; being Document No. 345410.

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 use of a portion of storage building as living quarters

STATE OF CALIFORNIA
County of San Diego
City of San Diego

} ss

W. C. Wilde, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; Lot Two (2) (South-erly one-half (1/2) Block One hundred seventy eight (178) Subdivision University Heights, located at 4031 Centre Street;

That I desire to convert a portion of a storage building on the above described property into living quarters and have applied for a zone variance under Petition No. 1968, dated September 16, 1943;

That I, in consideration of approval granted by the City of San Diego to use the storage building as living quarters by Zoning Committee Resolution No. 421, dated October 7, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will comply with the Building Departments regulations and six months after hostilities in the present war between the United States of America and any country cease, 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 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.

W. C. WILDE
4034 Park Blvd.
San Diego, Calif.

On this 11th day of October A.D. Nineteen Hundred and 43, before me, Delia A. Barker a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. C. Wilde known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) DELIA A. BARKER
Notary Public in and for the County of San Diego,
State of California
My Commission expires July 31, 1945
RECORDED OCT 15 1943 21 min. past 2 P.M. in Book 1574 at page 243 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. M. EVANS

Copyist 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 W. C. Wilde for use of storage building as living quarters; being Document No. 345411.

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 use of a building in connection with the non-conforming laundry adjoining

STATE OF CALIFORNIA
County of San Diego
City of San Diego

} ss.

Alva S. Davis and Violet Davis, after being first duly sworn, each for themselves deposes and says;

That we are the owners of the hereinafter described real property; Lots Five (5) and Six (6) Block One hundred twenty (120) Subdivision University Heights, located at 2877 El Cajon Boulevard;

That we desire to use a building on the above described property in connection with the non-conforming laundry adjoining and to repair recent fire damage and have applied for a zone variance under Petition No. 1798, dated June 3, 1943;

That we, in consideration of approval granted by the City of San Diego to use the building in connection with the non-conforming laundry under Resolution No. 416, dated October 4, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will not operate the plant before 7:00 A.M. or after 7:00 P.M.; loading and unloading will be confined within the building and six months after the termination of hostilities in the present war between the United States of America and any country, we will thencause said building to be converted into a permitted use in a C zone;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7 day of Oct. 1943, by Chas. M. Karner that I will, for and in consideration of the permission granted to remove 10 feet of curbing on Bancroft between Ash and Beech, 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 Chas. M. Karner, 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.

CHAS. M. KARNER
1528 - 33rd St.

STATE OF CALIFORNIA,

County of San Diego,

On this 7th day of October, A.D. Nineteen Hundred and Forty-three, before me, Charles Stubben, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles M. Karner known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 January 29, 1946
Serial No. 0-1755

CHARLES STUBBEN
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 October, 1943.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

RECORDED OCT 15 1943 21 min. past 2 P.M. in Book 1562 at Page 478 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy B. 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 Chas. M. Karner; being Document No. 345417.

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 1st day of Oct, 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 EDWIN J. SNORE, 4239 Arizona 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 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 Twelve Hundred Dollars (\$1200.00) per month, to-wit:

Collection Day District or Area of Collection

Monday On both side of 4th Avenue, from the north side of Beech Street to the north side of Market Street.

(Non-combustibles) Commencing at the intersection of the west line of Midway Drive and the south line of Rosecrans Street; thence northwest along the southwest line of Midway Drive to the south line of Mission Bay; northeast along the shore of Mission Bay to the point opposite the south line of Gilette Street in Morena Subdivision; thence along the south line of Gilette Street to the east line of Illion Street; south along the east line of Illion Street to the north line of Gardena Avenue; southeast along the north line of Gardena Avenue to the northwest line of Pueblo Lot 267; southeast along the northwest line of Pueblo Lot 267 to the southeast corner of Pueblo Lot 267; southeast along the southwest line of Pueblo Lot 267 to the most southerly corner of Pueblo Lot 267; thence southwest along the southeast line of Overlook Heights to the east corner of Pueblo Lot 286; thence along the southwest line of Pueblo Lot 286 to the south corner of Pueblo Lot 286; northeast along the southeast line of Pueblo Lots 286, 287 and 288 to the north corner of Pueblo Lot 295; southeast along the northeast line of Pueblo Lot 295 to Benecia Street; south along the east line of Benecia Street to the north line of Ruby Street; northeast along the north line of Ruby Street to Josephine Street; northeast along the north line of Josephine Street to the east line of Brunner Street; south along the east line of Brunner Street to the north line of Ruby Street; northeast along the north line of Ruby Street to the east line of Goshen Street; south along the east line of Goshen Street to the north line of Mildred Street; northeast along the north line of Mildred Street to the east line of Haneneme Street; south along the east line of Haneneme to the center line of the San Diego River; west along the center line of the San Diego River to the south line of Taylor Street; southwest along the south line of Taylor Street to the south line of Rosecrans Street; thence along the south line of Rosecrans Street to the point of beginning.

(Non-combustibles) - From the west line of Rosecrans Street to the east lines of Wing Street and Meadow Grove Drive, and from the north line of Lytton Street to the north line of Meadow Grove Drive; starting at the intersection of Gearing Drive and Barnett Avenue, south on Barnett Avenue to Lytton Street, west on Lytton Street to the intersection of Lytton Street and Rosecrans Street.

Tuesday....Both sides of Fourth Avenue, from the south side of Beech Street to the north side of Market Street; from the east side of Herman Avenue to the east side of Boundary Street; from the north side of Palm Street to the south side of Upas Street; from the east side of Boundary Street to the rim of the Wabash Canyon; from the north side of Palm Street to the south side of Thorn Street.

Wednesday...Both sides of 4th Avenue, from the south side of Beech Street to the north side of Market Street; from the west side of Park Boulevard to the rim of the Sixth Avenue canyon; from the north side of Monroe Avenue to the rim of Mission Valley.

Thursday...Both sides of Fourth Avenue, from the south side of Beech Street to the north side of Market Street; from the north side of Laurel Street to the south side of Redwood Street; from the west side of Sixth Avenue to the rim of the canyons on the west.

Friday.....Both sides of Fourth Avenue, from the south side of Beech Street to the north side of Market Street; from the south side of Imperial Avenue to the San Diego Bay; from the east side of 28th Street to the west side of 32nd Street; from the south side of Imperial Avenue to the north side of Ocean View Boulevard; from the east side of 25th Street to the west side of 28th Street; from the east side of Sampson Street to the west side of 28th Street; from the south side of Ocean View Boulevard to the San Diego Bay.

Saturday...From the north side of Beech Street to the south side of Elm Street; from the west side of Sixth Avenue to the San Diego Bay.

The period of this contract shall extend three (3) months from Oct 1, 1943, to and including Dec 31, 1943.

The contractor agrees to deliver said non-combustible refuse to the reduction works owned by Charles M. Davis at National City, Calif.

(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, 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 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 Twelve Hundred Dollars (\$1200.00) 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. 78712 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

EDWIN J. SNORE, Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 13th day of October, 1943.

J. F. DuPAUL, 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 \$3,600.00
Dated Oct 1st 1943

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California

To be paid out of General (GC) 272
Memo E.J. Snore, Rubbish contract. Extension of contract No. 198

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edwin J. Snore for collection and removal of City refuse; being Document No. 345465.

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

By Francis T. Tatten 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 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 FIFTY-SEVEN (\$57.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of October, 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 VOLTAIRE STREET, between Clove Street and Plum Street; WHITTIER STREET, between Clove Street and Locust Street; XENOPHON STREET, between Clove Street and Willow Street; YONGE STREET, between Clove Street and Willow Street; EDITH LANE, for its entire length; PLUM STREET, between Voltaire Street and Yonge Street; and WILLOW STREET, between Voltaire Street and Whittier Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

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

(SEAL)
ATTEST: J. A. CANNON, Secretary
SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY, Vice-President in Charge of Sales
Principal

(SEAL)
ATTEST
THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT Attorney-in-Fact
Surety

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

On this 11th day of October, A.D., 1943, before me, FRANCES S. BOWERS, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL)
My Commission expires Aug. 16, 1946.
FRANCES S. BOWERS
Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 15th day of October, 1943.

J. F. DuPAUL, 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. 73698 passed and adopted on the 5th day of October, 1943, require and fix the sum of \$57.00 as the penal sum of the foregoing Undertaking.

(SEAL)
FRED W. SICK
City Clerk of The City of San Diego
By AUGUST M. WADSTROM, Deputy

CONTRACT FOR STREET LIGHTING
Roseville Lighting District No. 1

THIS AGREEMENT, made and entered into this 25th day of October, 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:

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, 1943, to-wit, to and including October 14, 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 Roseville Lighting District No. 1", filed July 20, 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 Two Hundred Twenty-four and 40/100 Dollars (\$224.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Roseville Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Two Hundred Twenty-four and 40/100 Dollars (\$224.40) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Hundred Twenty-four and 40/100 Dollars (\$224.40).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

ATTEST: J. A. CANNON
(SEAL) Secretary

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

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
ERNEST J. BOUD
FRED W. SIMPSON
PAUL J. HARTLEY
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

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

I hereby approve the form of the foregoing Contract, this 15th day of October, 1943.

J. F. DuPAUL, 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 Roseville Lighting District No. 1; being Document No. 345475.

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

By Francis T. Tolan Deputy

AGREEMENT FOR PERSONAL SERVICE

THIS AGREEMENT, Made and entered into this 7th day of September, 1943, by and between The City of San Diego, a municipal corporation, first party, and Kenneth Beam, second party, WITNESSETH:

WHEREAS, by reason of the abnormal conditions prevailing in the city of San Diego, resulting from the present war, many new and difficult problems have arisen vitally affecting the general social welfare of the inhabitants of the city; and

WHEREAS, the City Council and the Department of Social Welfare of said City in their efforts to cope with these problems and in whole or in part devise solutions for the same, require the experience and advice of an outstanding and recognized expert in the field of social welfare work; and second party is such a qualified expert, NOW, THEREFORE,

In consideration of the premises and the matters and things hereinafter recited, The City of San Diego does hereby retain the services of said second party to act when required as consultant and advisor to the City Council and the Department of Social Welfare of said City, and from time to time to make recommendations regarding the best ways and means of dealing with problems affecting the general social welfare of the inhabitants of the city of San Diego.

This agreement shall be for a period of one year from the date hereof; providing however, that either party hereto may terminate the same by giving to the other party thirty (30) days written notice.

Compensation payable to second party hereunder shall be the sum of One Hundred Dollars (\$100.00) per month during the continuance of this agreement; said compensation being payable at the end of each month during the continuance of this contract.

Second party does hereby accept the employment in accordance with the terms hereof and agrees to render the services contemplated herein to the best of his ability.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager pursuant to the authority of Resolution No. 78410, and second party has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager
KENNETH S. BEAM
Second party

I hereby approve the form and legality of the foregoing agreement.
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 Agreement for personal services of Kenneth Beam, consultant for Social Welfare; being Document No. 345487.

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

AGREEMENT AMENDING LEASE

THIS AGREEMENT, made and entered into this 1st day of November, 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 thereof, hereinafter designated as the City, and O. V. SEXSON, hereinafter called the Lessee, WITNESSETH:

WHEREAS, said City and said Lessee heretofore, to-wit, on the 27th day of December, 1941, entered into a lease of certain Pueblo Lands of the City, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 335136; and

WHEREAS, the parties hereto desire to amend said lease by excluding from the premises described therein an area containing 10.18 acres, more or less;

NOW, THEREFORE, in consideration of the premises, the parties hereto agree together as follows:

That the description of the premises described in said lease is hereby amended to read as follows:

All of Pueblo Lot 1294; East Half of Pueblo Lot 1295; all that portion of Pueblo Lot 1293 lying north of the right of way of The Atchison, Topeka & Santa Fe Railway Company (excepting those portions of the ten-acre tracts shown as Canada San Buenaventura on the Pascoe Map lying within Pueblo-Lot 1293); all as shown on Map of the Pueblo Lands of San Diego made by James Pascoe and filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California; EXCEPTING and excluding therefrom the following described land:

All those portions of said Pueblo Lots 1293 and 1294 lying within the hereinafter described limits and on each side of a direct line drawn from a point in the east line of said Lot 1293 distant 710.68 feet southerly along said east line from the northeast corner of said Lot 1293 and making a northwest angle of 116° 46' 30" with said east line to a point in the line between Pueblo Lots 1294 and 1292 distant southerly along said line 921.50 feet from the northeast corner of said Lot 1292, and making a northeasterly angle of 78° 04' with said line between Lots 1294 and 1292; said direct line being the center line of location for the northerly track of The Atchison, Topeka and Santa Fe Railway Company's proposed double track railway, said land being all those portions of said lots lying between above described direct line and a line 100 feet northwesterly at right angles and parallel therewith and extending across said lots; also the portion of said lots lying on the southeasterly side of said direct line and between said direct line and the following described lines: between the east line of said Lot 1293 and a line at right angles to said direct line at a point 800 feet from the beginning thereof and a line 100 feet southeasterly from and parallel to said direct line; between lines at right angles to said direct line at points 800 and 2000 feet from the beginning thereof and a line 50 feet southeasterly from and parallel to said direct line; between lines at right angles to said direct line at points 2000 and 3000 feet from the beginning thereof and a line 100 feet southeasterly from and parallel to said direct line; and between a line at right angles to said direct line at a point 3000 feet from the beginning thereof, and the west line of said Lot 1294 and a line 75 feet southeasterly from and parallel to said direct line; containing an area of 10.18 acres, more or less.

That in all other respects said lease and the terms and conditions thereof shall continue in full force and effect.

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. 2722 (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
By WALTER W. COOPER
City Manager
O. V. SEXSON
Lessee

I hereby approve the form of the foregoing Agreement amending Lease this 15th day of October, 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 Agreement amending lease with O. V. Sexson of certain Pueblo lands; being Document No. 345521.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten 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 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 ONE HUNDRED TWENTY-TWO DOLLARS (\$122.00), lawful money

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

Signed by us and dated this 23rd day of October, 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 MIDWAY DRIVE, between a line parallel to and distant 120.00 feet southeasterly from the northwesterly lines of Pueblo Lots 238 and 316, and the northwesterly line of Pueblo Lot 240 and its southwesterly prolongation 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.

ATTEST: J. A. CANNON
Secretary (SEAL)
SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres
Principal

ATTEST: _____
(SEAL)
THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT Attorney-in-Fact
Surety

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 23rd day of October, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said County and State
I hereby approve the form of the foregoing Undertaking this 1st day of November, 1943.

J. F. DuPAUL, 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. 78727 passed and adopted on the 13th day of October, 1943, require and fix the sum of \$122.00 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 2nd day of November, 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 MIDWAY DRIVE, between a line parallel to and distant 120.00 feet southeasterly from the northwesterly lines of Pueblo Lots 238 and 316, and the northwesterly line of Pueblo Lot 240 and its southwesterly prolongation 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, 1943, to-wit: to and including September 30, 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 Midway Drive Lighting District No. 1", filed July 26, 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 Four Hundred Eighty-six and 60/100 Dollars (\$486.60) 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 "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 Eighty-six and 60/100 Dollars (\$486.60) 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 Eighty-six and 60/100 Dollars (\$486.60)

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 Pres.

THE CITY OF SAN DIEGO

By FRED W. SIMPSON

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

ERNEST J. BOUD

CHARLES C. DAIL

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK
City Clerk

(SEAL)

By AUGUST M. WADSTROM

I hereby approve the form of the foregoing Contract, this 1st day of November, 1943.

J. F. DuPAUL, 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 with San Diego Gas & Electric Company for Midway Drive Lighting District No. 1; being Document No. 345609.

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 16th day of October, 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 Council, hereinafter sometimes designated as the City, and GOGO & RADOS, a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the contractor by the City, in manner and form as hereinafter in attached specifications provided, the contractor hereby covenants and agrees to and with the City, to furnish all materials, 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 Trunk Sewer No. 10, from Valencia Park to Treatment Plant in the City of San Diego, State of California, being and as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 3rd day of September, 1943, marked "Document No. 344942" and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Trunk Sewer No. 10, from Valencia Park to Treatment Plant," said plans consisting of 15 sheets and said specifications consisting of 37 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 City Engineer of said City.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman, or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Sections 1810 to 1816, both inclusive, of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Sections of the Labor Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Article 4 of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen, and mechanics employed by the Contractor, or any subcontractor, in the performance of the work

contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor:

	Per 8 hour day
Asphalt raker	\$ 9.00
Asphalt spreader	7.00
Auto mechanic	8.00
Blacksmith	11.00
Blademan	11.00
Bricklayer	12.00
Bricklayer tender	9.00
Bulldozer operator	12.00
Bulldozer operator, over 50 H.P.	13.00
Carpenter	10.80
Caulker, using tools	9.00
Cement finisher	12.00
Clerk	8.00
Compressor operator	10.00
Concrete mixerman	11.00
Concrete spreader	7.00
Concrete tamper	7.00
Crane operator	12.00
Driller	9.80
Drill sharpener	7.00
Electrician	12.00
Engineer, hoisting	11.00
Engineer, asphalt plant	12.00
Form setter	9.00
Jackhammerman	7.00
Kettleman, asphalt or lead, Tegul	8.00
Laborer, common	7.00
Laborer, underground	8.00
Laborer, tunnel	9.80
Materialman	7.00
Sewer pipelayer	10.00
Plumber	12.00
Powderman	9.80
Pumpman	10.00
Reinforcing steel worker	11.00
Road grader operator	11.00
Roller operator	11.00
Shovel operator	13.00
Shovel fireman and watchman	9.00
Shovel oiler	9.00
Teamster	7.40
Tractor operator, with attachments	12.00
Timekeeper	7.00
Trenching machine operator	12.00
Truck driver, 12000# and under	7.60
Truck driver, 6 to 15 tons	8.00
Watchman	7.00
Welder	14.00
Skilled laborer, not above listed	8.00

Legal holidays, including Sundays and Saturdays where crafts work a five day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half. 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.

ARTICLE IX. "FEDERAL HINDRANCE"- In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- If lawfully within its power, remove the cause which prevents performance; or
- Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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 herein-
above written.

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK
City Clerk (SEAL)

GOGO & RADOS
By TOM GOGO
Contractor

ATTEST: M. L. TAYLOR

(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 15th day of October, 1943.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

KNOW ALL MEN BY THESE PRESENTS, That GOGO & RADOS, a co-partnership composed of Tom Gogo and Steve P. Rados, 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 Seventy-four thousand four hundred eighty-eight dollars (\$74,418.00) (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 14th day of October, 1943.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, labor, tools, appliances, equipment, and other expenses necessary or incidental to the construction, completion and installation of Trunk Sewer No. 10, from Valencia Park to Treatment Plant for the City 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 3rd day of September, 1943, marked "Document No. 344942" and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" - Raunk Sewer No. 10, from
(Trunk)

Valencia Park to Treatment Plant," said plans consisting of 15 sheets, and said specifications consisting of 37 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 14th day of October, 1943, 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: M. L. TAYLOR

GOGO & RADOS
By TOM GOGO
Principal
NATIONAL SURETY CORPORATION
By T. W. WISDOM Attorney-in-fact
Surety (SEAL)

WITNESS W. B. GRIARD
COUNTERSIGNED:- NATIONAL SURETY CORPORATION

By CARR BEEBE Atty in fact San Diego, Calif.

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

STATE OF CALIFORNIA,)
County of Los Angeles) ss

On this 14th day of October, in the year one thousand nine hundred and 43, before me, Norma S. Steinhauser, 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.

(SEAL) NORMA S. STEINHAUSER
Notary Public in and for said County and State.
My Commission expires July 8, 1946.

I hereby approve the form of the within Bond this 15th day of October, 1943.

J. F. DuPAUL, City Attorney of the
City of San Diego.
By H. B. DANIEL, Assistant
Council of The City of San Diego,

Approved by a majority of the members of the Council of The City of San Diego, this 16th day of October, 1943.

ATTEST: FRED W. SICK (SEAL)

HARLEY E. KNOX
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That GOGO & RADOS, a co-partnership composed of Tom Gogo and Steve P. Rados 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 THIRTY-SEVEN THOUSAND TWO HUNDRED NINE DOLLARS (\$37,209.00), (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 14th day of October, 1943.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, appliances, equipment and other expenses necessary or incidental to the construction, completion and installation of Trunk Sewer No. 10, from Valencia Park to Treatment Plant, in The City 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 3rd day of September, 1943, marked "Document No. 344942" and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" - Trunk Sewer No. 10, from Valencia Park to Treatment Plant," said plans consisting of 15 sheets and said specifications consisting of 37 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-seven thousand two hundred nine Dollars (\$37,209.00), 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 14th day of October, 1943, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST: M. L. TAYLOR

WITNESS W. B. GRIARD

GOGO & RADOS
By TOM GOGO
Principal
NATIONAL SURETY CORPORATION (SEAL)
By T. W. WISDOM Attorney-in-fact
Surety
Countersigned NATIONAL SURETY CORP.,
By CARR BEEBE Atty-in-fact
San Diego, Calif.

STATE OF CALIFORNIA,)
County of Los Angeles) ss

On this 14th day of October, in the year one thousand nine hundred and 43, before me Norma S. Steinhauser 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.

(SEAL) NORMA S. STEINHAUSER
Notary Public in and for said County and State.
My Commission expires July 8, 1946

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 15th day of October, 1943.

J. F. DuPAUL City Attorney of the
City of San Diego, California
By H. B. DANIEL, Assistant

Approved by a majority of the members of the Council of The City of San Diego this 16th day of October, 1943.

ATTEST: FRED W. SICK
City Clerk (SEAL)

HARLEY E. KNOX
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Gogo & Rados for construction of Trunk Sewer No. 10 from Valencia Park to Treatment Plant; being Document No. 345485.

FRED W. SICK
City Clerk of the City of San Diego, California
By *[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 1st day of Oct., 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 ERNEST PYLANT, 3204 Imperial Avenue, 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 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:

Collection Day	District or Area of Collection
Monday.....	From the west line of Mt. View Drive to the west line of Ward Road; from the north line of Adams Avenue to the canyon rims on the north.
Tuesday.....	From the east line of Felton St. to the west line of 40th Street; from the north line of El Cajon Blvd. to the south line of Adams Ave.
Wednesday.....	From the east line of Park Boulevard to the west line of Hamilton Street; from the north line of University Avenue to the south line of El Cajon Boulevard.
Thursday.....	Starting at the intersection of Front and Dickinson Streets, south on the west side of Front Street to the north side of Washington Street; west along the north side of Washington Street to the east line of Hawk Street; north on the east line of Hawk Street to the north line of Montecito Way; west on the north line of Montecito Way to Canyon Street; north and west along the canyon rims to Goldfinch Street; south along the canyon rims to the intersection of Hawk Street and Montecito Way.
Friday.....	From the west line of 21st Street to the west line of 24th Street; from the north line of Russ Street to the north line of Imperial Avenue.

The period of this contract shall extend from Oct. 1st, 1943, to and including March 31st, 1944.

The contractor agrees to deliver said non-combustible refuse 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, 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, 15000 lbs or under.....	5.60
Truck drivers, over 15000 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. 78687 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

EARNEST PYLANT
E PYLANT
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 15th day of October, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasurer, 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 \$6,300.00

Dated OCT 1st 1943

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California
THEO M. FIDELER,
Deputy

To be paid out of GENERAL GC 272

Memo ERNEST PYLANT Rubbish collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Ernest Pylant for collection and removal of City refuse; being Document No. 345476.

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

By Francis T. Tamm Deputy

Modification No. 1
Contract No. W-509-Eng.-3954

SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this 1st day of September, 1943, by and between the UNITED STATES OF AMERICA, hereinafter called the Government, represented by the contracting officer executing this agreement, and City of San Diego, California, Water Department, of the city of San Diego, in the State of California, hereinafter called the contractor, WITNESSETH THAT:

WHEREAS, On the 24th day of November, 1942, the parties hereto entered into contract No. W-509-Eng.-3954, for water service at the U. S. Engineer Office, 2500 Chatsworth Boulevard and 2435 Poinsettia Drive, San Diego, California, and

WHEREAS, It is found advantageous and in the best interests of the United States to modify the said contract for the following reasons: Because of a change in location of the above-named offices to 1407 Columbia Street, San Diego, California.

Statutory Authority * * * Title II of the First War Powers Act, 1941, Act of December 18, 1941 (Public Law 354 - 77th Cong.), and Executive Order No. 9001, dated December 27, 1941.

NOW, THEREFORE, The said contract is hereby modified in the following particulars, but in no others:

All reference in the subject contract to the addresses "2500 Chatsworth Boulevard" and "2435 Poinsettia Drive" has been changed to 1407 Columbia Street.

Paragraph 5, Anti-Discrimination, of GENERAL CONDITIONS, has been deleted from the subject contract and the following substituted therefor:

"5. ANTI-DISCRIMINATION... (a) The Contractor in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provisions of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract."

The following changes have been made in the SPECIAL CONDITIONS of the subject contract:

The commencement date contained in paragraph 1, Term of Service, has been changed to 1 September 1943, covering service at 1407 Columbia Street. Termination of service at locations on original contract shall be 7 September 1943.

The information contained in paragraph 4, Point of Delivery, has been changed to "15' North of North line of Ash on Columbia East side of street".

Paragraph 6, Supply, has been deleted and the following substituted therefor:

"6. SUPPLY---The contractor shall furnish the required amount of water through 3/4" service supplied through 8" main, located at 1407 Columbia Street, and the water shall

be measured by 5/8" meters of standard manufacture."

Paragraph 7. Ownership and Maintenance of Meters, has been deleted and the following substituted therefor:

"7. OWNERSHIP AND MAINTENANCE OF METERS... The meters which are provided for measuring the water furnished under this contract and which are located at 1407 Columbia Street are the property of The City of San Diego and will be calibrated and maintained by The City of San Diego Water Department."

In the fourth line of paragraph 11, Repair of Meters, the word "Nothing" has been changed to \$2.00.

Paragraph 15. Rates, has been deleted at the termination of service at locations on the original contract and Ordinance No. 2530, attached hereto, has been substituted therefor, covering service at 1407 Columbia Street.

In the last line of paragraph 16, Meter Service Charge, the word "None" has been changed to \$1.10 minimum.

It is understood and agreed that all other terms and conditions of the subject contract shall be and remain the same.

The provision for approval by the Chief of Engineers was deleted prior to signature of this Supplemental Agreement.

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

THE UNITED STATES OF AMERICA,
By F. MEINECKE, JR., Engineer,
Contracting Officer
CITY OF SAN DIEGO, CALIFORNIA
WATER DEPARTMENT
By WALTER W. COOPER
Title: City Manager
San Diego, California

Approved as to form J. F. DuPAUL, City Attorney

By H. B. DANIEL, Asst. City Attorney

ORDINANCE NO. 2530 (New Series)

AN ORDINANCE AMENDING SECTION 1 of ORDINANCE NO. 1482 (NEW SERIES) (WATER RATES) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, ADOPTED NOVEMBER 29, 1938, AND REPEALING ORDINANCE NO. 2346 (NEW SERIES), ADOPTED JANUARY 6, 1942, AND ORDINANCE NO. 2464 (NEW SERIES), ADOPTED JUNE 1, 1942.

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

Section 1. That Section 1 of Ordinance No. 1482 (New Series) of the ordinances of The City of San Diego, entitled, "An Ordinance establishing water rates for service and water furnished by The City of San Diego, providing a penalty for the violation hereof, and repealing Ordinance No. 8210, signed December 22, 1920, and Ordinance No. 861 (New Series), adopted March 17, 1936, of the ordinances of The City of San Diego," adopted November 29, 1938, be, and the same is hereby amended to read as follows:

"Section 1. WATER RATES.

A. That the following rates are hereby established and shall be collected by the Water Department for water furnished by The City of San Diego.

(1) For water furnished within the limits of The City of San Diego to golf courses consisting of not less than thirty-five (35) acres of improved course upon which the public is permitted to play upon compliance with the rules and regulations established by the club or organization maintaining such courses; or for combined domestic and irrigation use upon tracts or parcels of land within the limits of The City of San Diego under single occupancy, aggregating not less than one-half acre, used for commercial, agricultural, horticultural or viticultural purposes, and where said ground so irrigated is planted to crops, shrubs or trees grown for commercial purposes, the rate shall be as follows:

- (a) For the first 500 cubic feet per meter per month, twenty-two (22) cents per 100 cubic feet;
- (b) For the next 500 cubic feet per meter per month, twenty and nine-tenths (20.9) cents per 100 cubic feet;
- (c) For all water consumed over 1000 cubic feet per meter per month, eleven (11) cents per 100 cubic feet.

Provided, however, that the minimum rate for water furnished through a meter, irrespective of the size of such meter, for the purposes above set forth and at the rates above set forth, shall be Fifty-five Dollars (\$55.00) per year, payable at the rate of at least Four Dollars and Fifty-eight cents (\$4.58) per month until a total of Fifty-five Dollars (\$55.00) has been paid. Thereafter, for the balance of the twelve-month period, the consumer shall be required to pay at the rates specified above for the amount of water actually used.

(2) CONSTRUCTION WORK.

For water furnished for construction work where meters are not installed or used, the rate to be charged shall be as follows:

- (a) For mixing and wetting concrete used in street paving, \$1.65 per 1000 square feet of paving laid; for preparing subgrade and mixing concrete which will be patent process cured, fifty-five (55) cents per 1000 square feet of paving laid.
- (b) For sidewalk and curbing, \$1.65 per 1000 square feet of concrete laid.
- (c) For mixing concrete for any other construction not herein provided for, the rate shall be eleven (11) cents per cubic yard of concrete laid.
- (d) For wetting granite paving or top dressing used in street grading, twenty-seven and one-half (27.5) cents per 1000 square feet of paving laid.
- (e) For settling earth and ditches, eight and one-quarter (8.25) mills per cubic yard for trench or excavation.

(f) For water supplied for street grading or any construction work not otherwise specified in this ordinance, when not used through a meter, the amount of water used and charges for same shall be fixed by the City Manager.

(g) Contractors, or any person desiring to use water in construction work, where connections must be made with city hydrants or stand pipes, shall in each and every instance obtain a written permit from the City Manager before connecting with any such hydrant or standpipe, or using water therefrom, and such permit shall be exhibited upon the work for which issued.

(h) In each and every instance enumerated in sub-paragraphs a, b, c, d, e, f and g of paragraph A(2), Section 1, the amount of the charge shall be estimated by the City Manager.

(3) For water furnished for any use or purpose whatever within the corporate limits of The City of San Diego, where rates therefor are not otherwise provided for in this ordinance, the rates shall be as follows:

- 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.

(4) For water furnished the United States for use of the War and Navy Departments within or contiguous to The City of San Diego, the rates, conditions, terms and provisions shall be the same as those in effect within the limits of The City of San Diego.

(5) For water furnished for any use or purpose whatever outside the corporate limits of The City of San Diego, where rates therefor are not otherwise provided for in this ordinance, the rate shall be twenty-seven and one-half (27.5) cents per 100 cubic feet, provided, however, that nothing in this ordinance contained shall be construed to change or modify any existing legal contract or obligation between The City of San Diego and any person, firm or corporation as to the rate or rates for water, or other obligations in connection therewith or therein contained.

(6) FIRE HYDRANTS.

For each fire hydrant furnished or used for any purpose or use within the corporate limits of The City of San Diego, the rental rate of each such fire hydrant shall be the sum of \$1.50 per month per hydrant.

For each fire hydrant furnished or used for any purpose or use outside the corporate limits of The City of San Diego, the rental rate of such hydrant shall be the sum of \$2.50 per month per hydrant.

(7) MONTHLY MINIMUM.

The minimum monthly rate for all water furnished through a meter within the corporate limits of The City of San Diego, save and except water furnished for the uses and purposes and at the rates set forth in sub-paragraph A (1), Section 1 hereof, shall be as follows:

- (a) For 5/8-inch and 3/4-inch meters, \$1.10 per month;
- (b) For 1-inch and 1 1/2-inch meters, \$1.65 per month;
- (c) For 2-inch meters, \$2.20 per month;
- (d) For 3-inch meters, \$3.30 per month;
- (e) For 4-inch meters, \$4.40 per month;
- (f) For 6-inch meters and larger, \$5.50 per month;
- (g) For all fire service not connected or used for ordinary daily usage, \$1.10 per month.

(8) That the minimum monthly rate for all water furnished through a meter outside the corporate limits of The City of San Diego shall be as follows:

- (a) For 5/8-inch and 3/4-inch meters, \$1.65 per month;
- (b) For 1-inch and 1 1/2-inch meters, \$2.20 per month;
- (c) For 2-inch meters, \$2.75 per month;
- (d) For 3-inch meters, \$4.40 per month;
- (e) For 4-inch meters, \$5.50 per month;
- (f) For 6-inch meters and larger, \$6.60 per month;
- (g) For all fire services not connected or used for ordinary daily usage, \$2.20 per month.

Provided, however, that nothing in this ordinance contained shall be construed to change or modify any existing legal contract or obligation between The City of San Diego and any person, firm or corporation as to the rate or rates for water, or other obligations in connection therewith or therein contained.

B. MUNICIPAL CONSUMERS.

All water furnished to the various departments of The City of San Diego shall be measured by meter, when so ordered by the City Manager, and all water so used shall be charged to their respective budget accounts and paid for monthly from such funds into the funds provided by Charter for receipts from the sale of water."

Section 2. That Ordinance No. 2346 (New Series) of the ordinances of The City of San Diego, adopted January 6, 1942, and Ordinance No. 2464 (New Series) of the ordinances of said City, adopted June 1, 1942, be, and the same are hereby repealed.

Section 3. This ordinance shall take effect and be in force on the thirty-first day from and after its passage.

Passed and adopted by the Council of The City of San Diego, California, this 8th day of September, 1942, by the following vote, to-wit:

YEAS - Councilmen: Simpson, Austin, Hartley, Boud, Knox, Flowers.

NAYS - Councilmen: None

ABSENT-Mayor Benbough

ATTEST: FRED W. SIMPSON,

Vice Mayor of The City of San Diego, California

FRED W. SICK

City Clerk of The City of San Diego, California

By AUGUST M. WADSTROM, Deputy

(SEAL)

I HEREBY CERTIFY that, as to the foregoing ordinance, the provisions of Section 16 of the Charter of The City of San Diego requiring the reading of ordinances on two separate calendar days prior to passage, was, by a vote of not less than five members of the Council, dispensed with; and that said ordinance was by a vote of not less than five members of the Council put on its final passage at its first reading this 8th day of September, 1942.

I FURTHER CERTIFY that, prior to the final reading of such ordinance, a written or printed copy thereof was furnished to each member of the Council.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego, California

By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement for water service to United States at 1407 Columbia Street; being Document No. 345483.

FRED W. SICK

City Clerk of The City of San Diego, California

By Francis T. Tatum Deputy

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION COMPANY, as Principal and

a corporation organized and existing under and by virtue of the laws of the State of _____ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED TWO Dollars (\$902.00); lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds

itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of November, 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: 1510 linear feet of 24" 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 AND CONSTRUCTION COMPANY (SEAL)

ATTEST: G. CRAWFORD

Assistant Secretary

By W. A. JOHNSON-Pres.

President

Principal

Surety

ATTEST:

By

I hereby approve the form of the within Bond, this 1st day of November, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 1st day of November 1943.

WALTER W. COOPER

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California this 1st day of November, 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 AMERICAN PIPE AND CONSTRUCTION COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESS-ETH:

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

1510 linear feet of 24" centrifugally spun reinforced concrete pipe to Main Street and Ingraham Street, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 345154.

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

1510 linear feet 24" centrifugally spun	
reinforced concrete pipe @ \$2.33 per ft.....	\$ 3518.30
Plus California State Sales Tax.....	87.96
	<u>\$ 3606.26</u>

Said contractor agrees to complete delivery of said material within three (3) 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: Three Thousand Six Hundred Six and 26/100 Dollars (\$3606.26), 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- If lawfully within its power, remove the cause which prevents performance; or
- Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or
- With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

- Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78731, 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

B. J. PRIMMER, Dist. Mgr.

Contractor

ATTEST: HENRY W. WOODS

I hereby approve the form and legality of the foregoing contract this 1st day of November, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL,

Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, (except execution of bond) true and correct copy of Contract with American Pipe and Construction Company for furnishing 24" reinforced concrete pipe; being Document No. 345658.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum 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 COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED TWENTY-SIX Dollars (\$126.00), 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 25th day of October, 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, deliver and mount: 1 - horizontal single stage centrifugal pump, with cast iron bed plate, 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.

PAUL B. RAYBURN.

Co-partners, dba INDUSTRIES SUPPLY COMPANY

Principal

COLUMBIA CASUALTY COMPANY

By A. H. ANDERSON Attorney-in-fact

Surety.

ATTEST: MABELLE C. SETTER

Notary Public

(SEAL)

ATTEST: OLIVE WENDORFF

(SEAL)

STATE OF CALIFORNIA,

) ss

County of San Diego

On this 29th day of October, in the year 1943, before me, Benjamin Polak, 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.

BENJAMIN POLAK

(SEAL)

Notary Public in and for said County and State

My commission expires Jan. 12, 1946

I hereby approve the form of the within Bond, this 2d day of November, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 3rd day of November, 1943.

WALTER W. COOPER, City Manager

By GLENN A. RICK

Asst.

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 25th day of October, 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 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: 1 - 5" type 11B Weinman, horizontal, split, case, bronze fitted, double suction, centrifugal pump, mounted on a common case iron base, complete with coupling, ready to receive City's 75 hp., 3 phase, 60 cycle, 1750 rpm, 400 volt, GE motor, and the mounting of said City's motor, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 345160.

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

1 - centrifugal pump.....\$ 481.69
 Plus California State Sales Tax..... 12.04
 \$ 493.73
 Plus charge for mounting pump on motor..... 10.00
 \$ 503.73

Said contractor agrees to complete said delivery on or before the 28th day of December, 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: Five Hundred Three and 73/100 Dollars (\$503.73), 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may-

(a) If lawfully within its power, remove the cause which prevents performance; or
 (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78732 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
 By GLENN A. RICK Asst.
 PAUL B. RAYBURN JR.
 PAUL B. RAYBURN

ATTEST: MABELLE A. SETTER
 (SEAL) Notary Public

Co-partners dba INDUSTRIES SUPPLY COMPANY

Contractor

I hereby approve the form and legality of the foregoing contract this 2d day of November 1943.

J. F. DuPAUL, 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 Company for one horizontal single stage centrifugal pump; being Document No. 345661.

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 a duplex

STATE OF CALIFORNIA
County of San Diego
City of San Diego

ss

Thomas H. Major, after being first duly sworn, for himself deposes and says;
That I am the owner of the hereinafter described real property; Lot Villa Lot
Twenty One (21) Subdivision Mission Hills, located at Sierra Vista near Valle Vista;
That I desire to construct a duplex on the above described property and have ap-
plied for a zone variance under Petition No. 1899, dated July 8, 1943;
That I, in consideration of approval granted by the City of San Diego to con-
struct a duplex under Resolution of the Zoning Committee No. 363, dated August 5, 1943; do
hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that
six months after hostilities in the present war between the United States of America and
any country cease, I will then remove one kitchen and use the structure as a single family
residence;
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. MAJOR
4290 Sierra Vista

On this 11th day of August A.D. Nineteen Hundred and Forty Three, before me,
M. Blanche DeVere a Notary Public in and for said County, residing therein, duly commis-
sioned and sworn, personally appeared Thomas H. Major known to me to be the person de-
scribed in and whose name is subscribed to the within instrument, and acknowledged to me
that he executed the same.

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

(SEAL) M. BLANCHE DE VERE
Notary Public in and for the County of San Diego,
State of California
My Commission expires May 25, 1947
RECORDED AUG 13 1943 4 min. past 9 A.M. in Book 1546 at page 75 of Official Re-
cords, 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
Agreement from Thomas H. Major relative to duplex on Villa Lot 21 Mission Hills; being
Document No. 344666.

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

By Francis T. Patterson Deputy

KNOW ALL MEN BY THESE PRESENTS, That GREAT WESTERN DIVISION, THE DOW CHEMICAL
COMPANY, as Principal and FIREMAN'S FUND INDEMNITY COMPANY, a body corporate, duly incor-
porated 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 San
Francisco, State of California, as Surety, are held and firmly bound unto THE CITY OF SAN
DIEGO, a municipal corporation in the County of San Diego, State of California, in the
sum of THREE HUNDRED SIXTY DOLLARS (\$360.00), lawful money of the United States of America,
to be paid to said The City of San Diego, for the payment of which, well and truly to be
made, the said Principal hereby binds itself, its successors and assigns, and the said
Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by
these presents

Signed by us and dated this 4th day of November, 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 furn-
ish and deliver, from time to time as ordered or required by the City: Liquid ferric chlor-
ide in aqueous solution, in tank car loads of 8000 gallons each, during the period be-
ginning November 1, 1943 and ending October 31, 1944, the minimum total requirements being
six (6) tank cars, 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.

GREAT WESTERN DIVISION, THE DOW CHEMICAL COMPANY,
J. F. SMITH

ATTEST: _____

Principal
FIREMAN'S FUND INDEMNITY COMPANY (SEAL)
F. J. CRISP Attorney-in-fact
Surety

ATTEST: _____

STATE OF CALIFORNIA
City and County of
San Francisco

ss

On this 4th day of November, 1943, before me, Dorothy H. McLennan, a Notary Pub-
lic in and for said City and County, State aforesaid, residing therein, duly commissioned
and sworn, personally appeared F. J. Crisp known to me to be the person whose name is sub-
scribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Com-
pany and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company
thereto as principal and his own as attorney in fact.

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

(SEAL) DOROTHY H. MC LENNAN
Notary Public in and for the City and County of
San Francisco, State of California:
My Commission expires December 21, 1946

I hereby approve the form of the within Bond, this 6th day of November, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 6th day of November, 1943.
WALTER W. COOPER City Manager
By GLENN RICK

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 4 day of November, 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 Great Western Division THE DOW CHEMICAL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESS-ETH:

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

Liquid ferric chloride, 37/45% ferric chloride in aqueous solution containing not over .5% ferrous chloride, and not over .5% sulphur trioxide, to be technical grade for sewage treatment purposes, f.o.b. cars Pittsburg, California, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 345157, during the period beginning November 1, 1943 and ending October 31, 1944.

Said liquid ferric chloride shall be delivered in tank cars of 8000 gallons each. The City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of said liquid ferric chloride, and that the minimum total requirements during the period from November 1, 1943 to October 31, 1944 will be six (6) tank cars, it being expressly understood and agreed, however, that the City shall be entitled to purchase any amount in excess of said total minimum that it may desire.

Said contractor hereby agrees to furnish and deliver said liquid ferric chloride at and for the following price, to-wit:

f.o.b. cars Pittsburg, California, freight allowed at 33¢ per cwt. gross, plus 3% tax to San Diego, California, per 100# anhydrous ferric chloride.....\$3.00

Said price does not include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said Contractor herein undertaken and agreed upon, will pay said contractor as follows:

In the event that Seller's tank car is not available at any time, Buyer shall have the option of taking delivery of Liquid Ferric Chloride in Seller's tank trailer of approximately 1,000 gallons capacity, from Seller's storage tanks at 4151 Bandini Boulevard, Los Angeles. The price on such deliveries shall be \$2.85 per 100 pounds, basis Anhydrous Ferric Chloride (FeCl₃), f.o.b. tank trailer at Seller's plant.

Payments will be made monthly for ferric chloride purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the ferric chloride to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the ferric chloride 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 hereinafter 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may-

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78730 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 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
By GLENN RICK

Great Western Division,
THE DOW CHEMICAL COMPANY,
J. F. SMITH

ATTEST:

Contractor

I hereby approve the form and legality of the foregoing contract this 6th day of Nov., 1943.

J. F. DuPAUL 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 Dow Chemical Company for furnishing liquid ferric chloride; being Document No. 345681.

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 3rd day of Nov., 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 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 Ten Hundred Fifty Dollars (\$1050.00), to-wit:

Collection Day

District or Area of Collection

Monday...Norma Drive to Dawson Street, including both sides of the street; from the north (combustibles) side of Monroe Avenue 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 (Combustibles) north side of El Cajon 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 Mission Valley.

Wednesday From the south side of Lincoln Avenue to Mission Valley; from the west side of (Non-Combustibles) Park Boulevard to the canyons on the west.

Thursday..From the north side of Hawthorn Street to the south side of Laurel Street; from (Non-Combustibles) the south side of 6th Avenue to San Diego Bay; from the north side of Laurel Street to the south side of Redwood Street; from the west side of 6th Avenue to the canyons on the west.

Friday....From the west side of 13th Street to the west side of 17th Street; from the (Combustibles) north side of Russ Boulevard to the south side of Imperial Boulevard; 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, California.

The period of this contract shall extend two (2) months from the 3rd day of November, 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 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 covenants 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, 15000 lbs or under.....	5.60
Truck drivers, over 15000 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 Ten Hundred 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. 78802 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 9th day of November, 1943.

J. F. DuPAUL, 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 \$6,300.00

Dated NOV 1st 1943

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL FUND 100 (GC 272)

Memo JESSE JONES JR. Refuse collection and disposal

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Jesse Jones, Jr., for collection and removal of City refuse; being Document No. 345723.

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 29th day of October, 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 ELGIN SWEEPER 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 - Elgin motor driven pickup street sweeper, complete with standard equipment, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 345163.

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

1 - Elgin street sweeper.....\$ 7,605.60
Plus California State Sales Tax.....190.14
\$ 7,795.74

Said contractor agrees subject to W.P.B. approval, to complete said delivery on or before the 1st day of May, 1944.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Seven Thousand Seven Hundred Ninety-five and 74/100 Dollars (\$7,795.74), 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may-

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78734 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

ELGIN SWEEPER COMPANY

By GEO. C. DODGE, Pres.

Contractor

ATTEST: C. A. KRIEN Sec.

(SEAL)

I hereby approve the form and legality of the foregoing contract this 10th day of November, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

#827895-K

KNOW ALL MEN BY THESE PRESENTS, That ELGIN SWEEPER COMPANY, 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 ONE THOUSAND NINE HUNDRED FORTY-NINE Dollars (\$1949.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of October, 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, 1 - Elgin motor driven pickup street sweeper, complete with standard equipment, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: C. A. KRIEN Sec. (SEAL)

ELGIN SWEEPER COMPANY

By GEO. C. DODGE, Pres.

Principal

ATTEST: G. HOFFMAN Res. Asst. Secy.
(SEAL)

AMERICAN SURETY COMPANY OF NEW YORK
By B. H. DAVENPORT Res. Vice Pres.
Countersigned at: Los Angeles, Cal.
By H. PARK JR.

I hereby approve the form of the within Bond, this 10th day of November, 1943.
Surety
J. F. DuPAUL City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 10th day of November, 1943.
WALTER W. COOPER
City Manager

STATE OF ILLINOIS, }
County of Cook. } ss

I, I. C. Lesch, a Notary Public of Cook County in the State of Illinois, do hereby certify that B.H.Davenport Resident Vice-President and G. Hoffman Resident Assistant Secretary of the American Surety Company of New York, personally known to me to be the same persons whose names are subscribed to the foregoing instrument and personally known to me to be the Resident Vice-President and Resident Assistant Secretary, respectively, of said American Surety Company of New York, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act as such Resident Vice-President and Resident Assistant Secretary respectively, and as the free and voluntary act of said American Surety Company of New York, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago, on this 29th day of October A.D. 1943.

(SEAL) I. C. LESCH
Notary Public

AUTHORITY OF SIGNERS FOR SURETY

Transcript from the Record Book of the Board of Trustees American Surety Company of New York

"A meeting of the Board of Trustees of American Surety Company of New York was held at the office of the Company, No. 100 Broadway, New York City, on Tuesday, January 19, 1943, at twelve o'clock noon. * * * * "Upon motion duly made, seconded and unanimously carried, the following Resident Officers were elected, to hold office until their respective successors shall have been duly chosen and shall qualify, or until they shall resign or be removed as provided in the By-Laws:

PLACE Chicago, Ill. RESIDENT VICE-PRESIDENTS George W. Blossom B.H. Davenport, Walter C. Gielow, D.E. Harris, J.L. Maehle, F.W. Morrasy, D.M. Spencer, L.D. Stitt. RESIDENT ASSISTANT SECRETARIES M. Berg, B.H. Davenport, B. Goodstein, D.E. Harris, G. Hoffman, M. Hoffman, I.C. Lesch, J.L. Maehle, M. Monaghan, F.W. Morrasy, D.M. Spencer * * * *

"The following resolution was duly adopted:

"RESOLVED, That the President, the Vice-Presidents and the Resident Vice-Presidents be, and they hereby are, and each of them is hereby authorized and empowered to execute and deliver any and all surety bonds and undertakings for or on behalf of the Company, in its business and in accordance with its Charter; such bonds and undertakings to have in every instance, however, the seal of the Company affixed thereto, and to be attested by the signature of the Secretary, an Assistant Secretary, or a Resident Assistant Secretary of this Company." * * * *

STATE OF NEW YORK, }
County of New York, } ss

I, E.H. Larson Assistant Secretary of American Surety Company of New York, do hereby certify that the foregoing transcripts from the Record Book of the Board of Trustees of American Surety Company of New York are correct transcripts from said Record Book; I further certify that the foregoing transcript of resolution is a just, true, correct and complete copy of the original thereof.

Given under my hand and the seal of the Company, at New York, N.Y., this 29th day of October, 1943.

(SEAL) E. H. LARSON
Assistant Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Elgin Sweeper Company for furnishing motor driven pickup street sweeper; being Document No. 345734.

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

By Francis T. [Signature] Deputy

REVOCABLE PERMIT

WHEREAS, the City of San Diego, California, has made application for permission to install, operate and maintain a 21 inch sewer pipe line under and across the United States Navy Destroyer Base and Defense Housing Project No. 1, at San Diego, California, for the purpose of furnishing sewage facilities to said areas; and

WHEREAS, the United States is agreeable to the installation, operation and maintenance of said sewer pipe line by the City of San Diego, California, for the purposes aforesaid;

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 Permitter, hereby grants to the City of San Diego, California, hereinafter referred to as the Permittee, permission, revocable at will, to install, operate and maintain a 21 inch sewer pipe line under and across the United States Navy Destroyer Base and Defense Housing Project No. 1, at San Diego, California, at the locations shown in red on the blueprints of drawings attached hereto and made a part hereof, said blueprints bearing the respective legends, "City of San Diego, Engineering Department, Plat Showing Alignment of Proposed 21 inch Public Sewer Main Across the United States Navy Defense Housing Project, No. 1, Drawing Number 2559-B, revised July 2, 1942 and June 23, 1943"; and "City of San Diego, Engineering Department, Plat Showing Alignment of Proposed 21 inch Public Sewer Main Across the United States Naval Destroyer Base, Drawing Number 2742-B dated June 22, 1943," the center lines of the aforesaid locations being more particularly described as follows:

Commencing at the point of intersection of the southeasterly prolongation of the northeasterly line of Block 162 of Silver Gate Park as shown on the Map thereof No. 967, on file in the office of the County Recorder of San Diego County, California, with a line parallel to and distant 25.00 feet southeasterly from the southeasterly line of said Block 162, said southeasterly line being also the northwesterly line of Vesta Street as shown on said map; thence southwesterly along said parallel line a distance of 150.00 feet to an angle point; thence southwesterly along a line making an angle at 4° 18' 30" to the right

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from said parallel line a distance of 10.03 feet to a point on the northeasterly boundary line of the United States Navy Defense Housing Project No. 1, distant therealong 24.25 feet southeasterly from the southeasterly line of said Block 162, said last described point being the TRUE POINT OF BEGINNING and being also on the southwesterly boundary line of United States Naval Destroyer Base; thence continuing southwesterly along the last described course a distance of 127.74 feet to an angle point; thence southwesterly along a line making an angle of 4° 18' 30" to the left from the last described course a distance of 433.93 feet to an angle point; thence southwesterly along a line making an angle of 4° 30' 00" to the right from the last described course a distance of 97.50 feet to a point on the southwesterly boundary line of the United States Navy Defense Housing project No. 1 distant therealong 7.00 feet southeasterly from the southeasterly line of Block 114 as shown on the Partition Map of Pueblo Lot 1168, said map being Map No. 160 on file in the office of said County Recorder, said southeasterly line being the northwesterly line of Vesta Street as shown on said Map of Pueblo Lot 1168.

Commencing at the point of intersection of the southwesterly line of Main Street with a line parallel to and distant 25.00 feet southeasterly from the northwesterly line of Woden Street, as said Woden Street is shown on the Map of Hoel's Subdivision, being Map thereof No. 457 on file in the office of the County Recorder of San Diego County, California, said point of commencement being also on the northeasterly line of said United States Destroyer Base; thence southwesterly along said parallel line a distance of 340.30 feet to an intersection with the center line of Filbert Street, shown as J Avenue on said Map of Hoel's Subdivision; thence northwesterly along the center line of said Filbert Street a distance of 660.10 feet to an intersection with a line parallel to and distant 25.00 feet southeasterly from the northwesterly line of Vesta Street, as said Vesta Street is shown on the Map of said Hoel's Subdivision and on the Map of Silver Gate Park, being Map thereof No. 967 on file in the office of said County Recorder; thence southwesterly along the last described parallel line a distance of 574.13 feet to an angle point on the southeasterly prolongation of the center line of the alley in Block 162 of said Silver Gate Park; thence southwesterly along a line making an angle of 4° 18' 30" to the right from the last described parallel line a distance of 10.03 feet to a point on the southeasterly prolongation of the southwesterly line of the alley in said Block 162, distant therealong 24.25 feet southeasterly from the southeasterly line of said Block 162, said last described point being also on the northeasterly line of the United States Navy Defense Housing Project No. 1.

THIS PERMIT is granted subject to the following terms and conditions:

1. This permit shall not be assignable or transferrable except upon the written consent of the Permittor, or its duly authorized representative.
2. The Permittee is not to be considered as acquiring hereunder any permanent interest of whatever nature in the land of the Permittor.
3. The Permittee shall bear all costs and expenses in connection with the installation, maintenance and repair of the facilities authorized hereunder and the Permittee shall retain title to such facilities.
4. 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 Permittor, or by its duly authorized representative, and the Permittee undertakes that no work shall be done hereunder without complying with all the laws of the United States of America and the State of California.
5. 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.
6. 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.
7. 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.

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. The provisions of this permit shall supersede and take the place of the provisions contained in permit executed on April 2, 1942, executed by the Judge Advocate General of the Navy, on behalf of the United States of America, in favor of the City of San Diego, California, which permit is filed as City Clerk's Document No. 337524, San Diego, California, and upon execution of this instrument by the Permittor, and its acceptance by the Permittor, the aforesaid permit dated April 2, 1942, shall terminate and become null and void.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Navy Department this 21st day of October, 1943.

(SEAL)

UNITED STATES OF AMERICA

By ANDREW J. MURPHY JR.

By direction of the Chief of the Bureau of Yards and Docks, acting under 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 United States of America for sewer pipe line across Navy Destroyer Base and Defense Housing Project No. 1; being Document No. 345743 (Drawings 2742-B and 2559-B attached to original Document).

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

WWC

WWC

L E A S E

THIS AGREEMENT, made and entered into this 13th day of November, 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 W. J. KUHNER, of the City of Lakeside, County of San Diego, State of California, (Route 1, Box 111), 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 Lots 61, 63, 64 and 65, in El Cajon Valley Company's Lands, in the County of San Diego, State of California, according to the Map thereof No. 289, filed in the office of the County Recorder of said County of San Diego, together with the closed portions of Morena Avenue adjoining said lots, particularly described as follows, to-wit:

Commencing at the northwesterly corner of said Lot 65; thence easterly along the northerly line of said Lots 65 and 64, 1091.7 feet, more or less, to the westerly line of the San Diego, Cuyamaca & Eastern Railway Company's right of way (now San Diego & Arizona Eastern Railway Company's right of way), said westerly line being 25.00 feet west of the center line of the track as said center line is shown on Map No. 647; thence southerly along said westerly railway right of way line, 802.42 feet to a point; thence westerly on a direct line parallel with the northerly line of said Lots 64 and 65, 1322.40 feet, more or less, to an intersection with the westerly line of said Lot 61; thence northerly along the westerly line of said Lots 61 and 65, 802.24 feet, more or less, to the point of commencement; containing 20 acres of land, more or less; and for a term of five (5) years, beginning on the 15th day of November, 1943, and ending on the 14th day of November, 1948, at the following rentals: Twenty Dollars (\$20.00) payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing, and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

Tenth. That the City reserves the right to install the proposed San Vicente water pipeline across said land, and to remove any fences enclosing said land and keep the same removed during construction of the pipeline. Lessee agrees to replace such fence or fences and construct such other fencing as his needs may require, at his own expense, and at the termination of this lease such fences shall become the unencumbered property of the lessor.

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. 78801 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

W. J. KUHNER Lessee

I HEREBY APPROVE the form and legality of the foregoing Agreement this 15th day of November, 1943.

J. F. DuPAUL, 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. J. Kuhner for portions El Cajon Valley Company's Lands for stock grazing purposes; being Document No. 345770.

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

By Francis T. Tolan Deputy

LESSOR

No. W 04-193 ENG 2121

LAND LEASE BETWEEN CITY OF SAN DIEGO, A MUNICIPAL CORPORATION AND THE UNITED STATES OF AMERICA

Negotiated Lease

1. THIS LEASE, made and entered into this 4th day of September, in the year one thousand nine hundred and Forty-three by and between City of San Diego, A Municipal Corporation, whose address is Civic Center, San Diego, California and whose interest in the property hereinafter described is that of fee owner for itself, 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 unimproved parcel of real property containing 80 acres located east of La Jolla Mesa Drive and north of Cass Street in the City of San Diego, County of San Diego, State of California and more particularly described as: West half of Pueblo Lot 1781 of the Pueblo Lands of the City of San Diego according to map thereof made by James Pascoe, 1870 and filed February 4, 1876 in the Office of the City Engineer.

The supplies and services to be obtained by this Instrument are authorized by, are for the purpose set forth in, and are chargeable to procurement authority 8 30068 P330 05 A 0905-24 the available balance of which is sufficient to cover cost of same. to be used for the following purpose: Tactical and other Military Purposes.

CONFIDENTIAL

3. TO HAVE AND TO HOLD the said premises for the term beginning September 4, 1943 through June 30, 1944 provided that, unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of the termination of the unlimited National Emergency as declared by the President of the United States on May 27, 1941 (Proclamation 2487)

4. The Government shall pay the Lessor rent at the following rate: One and no/100 (\$1.00) dollars per annum, or pro rata amount for fractional period of use thereof. Payment shall be made at the end of each fiscal year by the Finance Officer, United States Army, 450 Mission Street, San Francisco, California.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Civic Center, San Diego, California and if given by the Lessor shall be addressed to U.S. Division Engineer, Real Estate Division, Los Angeles Sub-Office, 621 South Hope Street, Los Angeles, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial selling agencies maintained by the Lessor for the purpose of securing business.

9. 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.

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10. A joint survey and inspection of the condition of the premises has been made and is attached hereto and by this reference is made a part hereof.

11. It is understood by the Government that the City of San Diego, in permitting the use for military purposes of the premises herein described, for the merely nominal consideration of One and no/100 (\$1.00) dollars per annum, is doing so as a contribution or gift to the Government in aid of the war effort.

This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the lessor for the acquisition of any estate, right, or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration or have any bearing or effect whatsoever in determining the just compensation payable to the lessor by the Government for any such taking.

Paragraphs 10 and 11 added prior to execution hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:
FRANK E. CAVANAGH
406 Commonwealth Bldg.
San Diego, California

Frank E. Cavanagh
406 Commonwealth Bldg. San Diego, California

CITY OF SAN DIEGO, A MUNICIPAL CORPORATION
By WALTER W. COOPER
Walter W. Cooper City Manager
Lessor

THE UNITED STATES OF AMERICA
By THOMAS F. CROGHAN
Thomas F. Croghan, Chief,
Los Angeles Sub-Office
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)
Fred W. Sick

CONFIDENTIAL

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS
City of San Diego, a Municipal Corporation San Diego, California
(Resident, Owner or Agent) (Location)
Frank E. Cavanagh U.S.E.D. Negotiator September 4 1943
(Negotiator) (Date)

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: W. 1/2 P.L. 1781, 80 acres E. of La Jolla Mesa Drive and North of Cass Street, San Diego, California.
2. OWNER: City of San Diego, a Municipal Corporation
3. TOTAL AREA CONTRACTED FOR
LAND 80 acres BUILDINGS None
4. CROPS: (Including orchards) None
5. BUILDINGS (Condition) None
6. CONTENTS OF BUILDINGS (Condition) Use reverse side None
7. FENCING (Condition, amount, and type) None
8. OTHER IMPROVEMENTS (Condition of) None
9. REMARKS: Very rough, hilly, brush covered mesa, no trees, crops or unusual features.

CITY OF SAN DIEGO, A MUNICIPAL CORPORATION	FRANK E. CAVANAGH
By WALTER W. COOPER (Owner or Agent)	(Negotiator)
Walter W. Cooper, City Manager	Frank E. Cavanagh,
Civic Center, San Diego, Calif.	406 Commonwealth Bldg.
(Address)	(RANK AND ORGANIZATION)
	San Diego, California.

Article 1, Section 1, Charter of the
City of San Diego, California
CORPORATE POWERS

Section 1. INCORPORATION AND CORPORATE POWERS. The municipal corporation now existing and known as "The City of San Diego" shall continue to be a municipal corporation under the same name, with the boundaries as now established or as may hereafter be legally established. Such municipal corporation shall have perpetual succession, may use a corporate seal; may sue and defend in all courts and places, and in all matters and proceedings whatever; may own and acquire property within or without its boundaries for either governmental or proprietary, or any municipal purpose, either by succession, annexation, purchase, devise, lease, gift or condemnation, and may sell, lease, convey, exchange, manage and dispose of the same as the interests of said City may require; receive bequests, donations and gifts of all kinds of property within and without The City of San Diego in fee simple or in trust for charitable or other purposes, and do all acts necessary to carry out the purposes of such gifts, bequests and donations; may own and operate public utility systems, including the joint or sole operation and ownership of utilities for the purchase, development, and supply of water and electrical power for the use of the City and its inhabitants and others; and generally shall have all municipal powers, functions, rights, privileges and immunities of every name and nature, whatsoever now or hereafter authorized to be granted to municipal corporations by the Constitution and laws of the State of California.

(SEAL)

ORDINANCE NO. 2701 (New Series)
AN ORDINANCE AUTHORIZING THE EXECUTION OF A LEASE OF CERTAIN
PUEBLO LANDS OWNED BY THE CITY OF SAN DIEGO WITH THE UNITED
STATES OF AMERICA.

WHEREAS, The United States of America is desirous of leasing certain Pueblo Lands owned by The City of San Diego, hereinafter described, to be used for tactical and other military purposes, for the term ending June 30, 1944; and subject to yearly extensions, at the option of the Government; provided that no renewal thereof shall extend the period of occupancy beyond six months after the date of the termination of the unlimited National Emergency as declared by the President of the United States on May 27, 1941 (Proclamation 2487); and

WHEREAS, the lands proposed to be leased are described as follows:

All that certain unimproved parcel of real property containing 80 acres located East of La Jolla Mesa Drive and North of Cass Street, in the City of San Diego, County of San Diego, State of California, and more particularly described as West Half of Pueblo Lot 1781 of the Pueblo Lands of the City of San Diego, according to map thereof made by James Pascoe in 1870 and filed February 4, 1876 in the Office of the City Engineer; and

WHEREAS, said lands are not at present being put to any productive use by the City; NOW, THEREFORE,

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

Section 1. That the City Manager of The City of San Diego be, and he is hereby authorized and empowered to execute for and on behalf of The City of San Diego, a lease with The United States of America, for the following described lands:

All that certain unimproved parcel of real property containing 80 acres located East of La Jolla Mesa Drive and North of Cass Street, in the City of San Diego, County of San Diego, State of California, and more particularly described as West Half of Pueblo Lot 1781 of the Pueblo Lands of the City of San Diego, according to map thereof made by James Pascoe in 1870, and filed February 4, 1876, in the Office of the City Engineer.

Said lease shall be for the term ending June 30, 1944, at a rental of One and no/100 dollar (\$1.00) per annum, and subject to yearly extensions, at the option of the Government; provided that no renewal thereof shall extend the period of occupancy beyond six months after the date of the termination of the unlimited National Emergency as declared by the President of the United States on May 27, 1941 (Proclamation 2487).

Section 2. This ordinance shall take effect and be in force on the thirty-first day from and after its passage.

Approved as to form by J. F. DuPAUL City Attorney

Passed and adopted by the Council of the City of San Diego, California, this 3d day of August, 1943, by the following vote, to-wit:

YEAS - Councilmen: Simpson, H.D. Austin, Hartley, Boud, Dail and Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: W.W. Austin

(SEAL)

ATTEST: HARLEY E. KNOX
Mayor of The City of San Diego, California
FRED W. SICK
City Clerk of The City of San Diego, California
By HELEN M. WILLIG, Deputy

I HEREBY CERTIFY that, as to the foregoing ordinance, the provisions of Section 16 of the Charter of the City of San Diego requiring the reading of ordinances on two separate calendar days prior to passage, was, by a vote of not less than five members of the Council, dispensed with; and that said ordinance was by a vote of not less than five members of the Council put on its final passage at its first reading this 3d day of August, 1943.

I FURTHER CERTIFY that the final reading of such ordinance was in full.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego, California
By HELEN M. WILLIG, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Ordinance No. 2701, of the ordinances of the City of San Diego, California, as adopted by the Council of said City AUG 3 1943.

(SEAL)

FRED W. SICK
City Clerk of the City of San Diego, California
By HELEN M. WILLIG, Deputy
Helen M. Willig

RELEASE

The undersigned hereby releases, now and forever, the U. S. Government from any and all claims for rental that may have accrued or may accrue, and any and all other claims it may have or claim to have arising out of or incidental to the use and/or occupancy of the following described property:

All that certain unimproved parcel of real property containing 80 acres located East of La Jolla Mesa Drive and North of Cass Street in the City of San Diego, County of San Diego, State of California, and more particularly described as:

West half of Pueblo Lot 1731 of the Pueblo Lands of the City of San Diego according to map thereof made by James Pascoe, in 1870 and filed February 4, 1876 in the Office of the City Engineer.

From the 1st day of October 1942, to the 3rd day of September, 1943, both dates inclusive.

CITY OF SAN DIEGO,
A Municipal Corporation
By WALTER W. COOPER
Walter W. Cooper City Manager

WITNESS: FRED W. SICK City Clerk

(SEAL)

Fred W. Sick, City Clerk

CONFIDENTIAL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States for unimproved land east of La Jolla Mesa Drive and North of Cass Street; being Document No. 345740.

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

War Department(Engineers Form No. 429)
Approved as to form by Hqrs. S.O.S. as
Revised November 9, 1942

Contract No. W-04-353-Eng.-72

CONTRACT FOR PROCUREMENT OF WATER (Proposal & Acceptance) (No Connection Charge)

U.S.Engineer Office, Consolidated Aircraft,
4092 Pacific Highway, San Diego, San Diego, California
(Station or Premises to be Served) (City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 212/40905 ESA 1942-44, 8-32155 P 220-05

Payment will be made by Finance Officer at 824 South Western Avenue, Los Angeles, California.

Estimated Daily Maximum Demand 70 cu.ft.

Estimated Annual Consumption 25,200 cu. ft.

Estimated Annual Cost \$53.28

Date 27 October 1943

At the request of the United States The City of San Diego offers and agrees to furnish water for the use of the United States at the location shown above in accordance with the terms set forth in General Conditions numbered 1 to 9, inclusive, and Special Conditions numbered 1 to 19, inclusive, both attached hereto and made a part hereof.

Contractor The City of San Diego, Address San Diego, California

Water Department,

By WALTER W. COOPER Title City Manager

(Date) 27 October 1943

ACCEPTANCE BY THE GOVERNMENT

Name F. MEINECKE, JR. Contracting Title Engineer

Statutory Authority * * * Title II of the First War Powers Act, 1941, Act of 18 December 1941 (Public Law 354 - 77th Cong.), and Executive Order No. 9001, dated 27 December 1941.

GENERAL CONDITIONS

1. OFFICIALS NOT TO BENEFIT No Member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

3. CONVICT LABOR The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, State or territorial prison or prison industry, provided such articles, materials or supplies are not produced pursuant to any contract or other arrangement under which prison labor is hired by or employed or used by any private person, firm or corporation.

4. COVENANT AGAINST CONTINGENT FEES The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

5. ANTI-DISCRIMINATION (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin:

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual partnership,

association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

6. DEFINITIONS Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

7. ASSIGNMENT OF RIGHTS HEREUNDER (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following:

- (i) General Accounting Office;
- (ii) the Contracting Officer;
- (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract;
- (iv) the officer designated in this contract to make payments thereunder.

(c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

(e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the contractor.

8. ALTERATIONS.- The following changes were made in this contract before it was signed by the parties hereto:

Paragraph 2, Disputes, has been deleted from GENERAL CONDITIONS.

Paragraph 5, Pressure, has been deleted from SPECIAL CONDITIONS.

SPECIAL CONDITIONS

(Procurement of Water - No Connection Charge)

1. TERM OF SERVICE.- Water will be furnished commencing 15 September 1943, and shall continue until further notice. Notice of intention to terminate this contract shall be at the option of the United States and shall be given in writing by the Contracting Officer to the contractor not less than thirty (30) days in advance of the effective date of termination.

2. PROVISION FOR ENLARGED RESERVATION.- The service to be furnished under this contract shall be used only in connection with activities within the boundaries of the project as presently located or as such boundaries may be extended in the future.

3. QUALITY OF WATER.- The water must be clear, potable and safe for human consumption in accordance with standards adopted by the Treasury Department, June 20, 1925, for drinking and culinary water supplied by common carriers in Interstate Commerce and such revisions as may be made therein from time to time.

4. POINT OF DELIVERY.- 30' S of S Line of Couts on Pacific Highway W.

5. SUPPLY.- The contractor shall furnish the required amount of water through one (1) cast iron main twelve (12) inches in diameter, located at 4092 Pacific Highway and the water shall be measured by one (1) - 5/8 inch meter of standard manufacture.

7. OWNERSHIP AND MAINTENANCE OF METERS.- The meters which are provided for measuring the water furnished under this contract and which are located at 4092 Pacific Highway are the property of The City of San Diego and will be calibrated and maintained by The City of San Diego.

8. METERING AND BILLING.- Meters will be read monthly on the last day of each month jointly by a representative of the contractor and the Contracting Officer or his representative. The contractor shall render monthly bills or accounts to the Contracting Officer which shall contain statements of the readings of the meters at the beginning of the month, meter constants, monthly consumption, rates and allowances, if any, in detail. Bills shall be rendered on the basis of monthly consumption, the readings of the meters to be billed separately. In case of error in meter readings, it is mutually agreed that the percentage of error shall apply only to the water used since the date of the meter reading of preceding month.

9. FAILURE OF METERS TO REGISTER.- If the meters fail to register, a daily average will be obtained from the readings taken the previous month when the meter was known to be operating correctly, and this figure used as a basis of payment for the period while the meters are out of order and until repaired.

10. TESTING OF METERS.- The meters will be tested at least once each year to the satisfaction of the contractor and the Contracting Officer, and will be considered correct if within 2 percent plus or minus. If an error of more than 2 percent is found, the readings and bill for the month previous and the bill for that part of the current month immediately preceding the test shall be corrected by the percentage of error found to exist.

11. REPAIR OF METERS.- The contractor shall test, adjust, install, or change water meters when requested in writing in advance by the Contracting Officer, at the actual cost of labor and material plus a fixed charge of \$2.00 provided that all the actual and necessary maintenance and repairs on the meters and pipe lines which are the property of the contractor shall be done by the contractor at his expense.

12. DEDUCTIONS.- It is intended that continuous service will be given under this contract. Where it is necessary for the contractor to interrupt service, arrangements shall be made with the proper military authorities in order that such interruption will least interfere with the service to the United States. If such arrangements are not made, deductions shall be imposed in such amounts as will compensate the United States for securing service from other sources during the time of the interruption.

13. OPTION TO REDUCE MINIMUM CHARGES.- In the event of a partial or total shut-down or abandonment of the project, and, as a result thereof, water consumption is curtailed to less than twenty five percent (25%) of the average consumption for the ninety (90) day period immediately preceding such curtailment then the Government shall have the option to give the contractor ninety (90) days notice after which time the minimum charge indicated

in the rate schedule shall not apply, and the minimum to be charged shall be in accordance with the rate for the class of service required.

The minimum charge provided in the rate schedule shall apply only to the period beginning immediately after date of this contract.

14. UNIT OF MEASURE.- The unit of measure shall be 100 cubic feet.

15. RATES.- The United States shall pay the contractor monthly the following rates for water furnished: In accordance with Ordinance No. 2530, attached hereto and made a part hereof.

16. METER SERVICE CHARGE.- The United States shall pay to the contractor a monthly service charge for each meter installed by him and in serviceable condition as follows: \$1.10 per month.

W.W.C.
FN 17. CHANGE OF RATES.- If during the life of this contract the City shall establish uniform rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the contractor hereby agrees to continue to furnish water as stipulated in this contract, and the United States hereby agrees to pay for such water at the higher or lower rates from and after the date when such rates are made effective.

18. PAYMENTS.- For and in consideration of the faithful performance of the stipulation of this contract, the contractor shall be paid by the designated disbursing officer for water herein contracted for, at the rates and under the terms and conditions herein set forth; and the contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service. Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for water delivered shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the contractor.

ORDINANCE NO. 2530 (New Series)

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 1482 (NEW SERIES) (WATER RATES) OF THE ORDINANCES OF THE CITY OF SAN DIEGO, ADOPTED NOVEMBER 29, 1938, AND REPEALING ORDINANCE NO. 2346 (NEW SERIES), ADOPTED JANUARY 6, 1942, AND ORDINANCE NO. 2464 (NEW SERIES), ADOPTED JUNE 1, 1942.

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

Section 1. That Section 1 of Ordinance No. 1482 (New Series) of the ordinances of The City of San Diego, entitled, "An Ordinance establishing water rates for service and water furnished by The City of San Diego, providing a penalty for the violation hereof, and repealing Ordinance No. 8210, signed December 22, 1920, and Ordinance No. 861 (New Series), adopted March 17, 1936, of the ordinances of The City of San Diego," adopted November 29, 1938, be, and the same is hereby amended to read as follows:

"Section 1. WATER RATES.

A. That the following rates are hereby established and shall be collected by the Water Department for water furnished by The City of San Diego.

(1) For water furnished within the limits of The City of San Diego to golf courses consisting of not less than thirty-five (35) acres of improved course upon which the public is permitted to play upon compliance with the rules and regulations established by the club or organization maintaining such courses; or for combined domestic and irrigation use upon tracts or parcels of land within the limits of The City of San Diego under single occupancy, aggregating not less than one-half acre, used for commercial, agricultural, horticultural or viticultural purposes, and where said ground so irrigated is planted to crops, shrubs or trees grown for commercial purposes, the rate shall be as follows:

(a) For the first 500 cubic feet per meter per month, twenty-two (22) cents per 100 cubic feet;

(b) For the next 500 cubic feet per meter per month, twenty and nine-tenths (20.9) cents per 100 cubic feet;

(c) For all water consumed over 1000 cubic feet per meter per month, eleven (11) cents per 100 cubic feet.

Provided, however, that the minimum rate for water furnished through a meter, irrespective of the size of such meter, for the purposes above set forth and at the rates above set forth, shall be Fifty-five Dollars (\$55.00) per year, payable at the rate of at least Four Dollars and Fifty-eight cents (\$4.58) per month until a total of Fifty-five Dollars (\$55.00) has been paid. Thereafter, for the balance of the twelve-month period, the consumer shall be required to pay at the rates specified above for the amount of water actually used.

(2) CONSTRUCTION WORK.

For water furnished for construction work where meters are not installed or used the rate to be charged shall be as follows:

(a) For mixing and wetting concrete used in street paving, \$1.65 per 1000 square feet of paving laid; for preparing subgrade and mixing concrete which will be patent process cured, fifty-five (55) cents per 1000 square feet of paving laid.

(b) For sidewalk and curbing, \$1.65 per 1000 square feet of concrete laid.

(c) For mixing concrete for any other construction not herein provided for, the rate shall be eleven (11) cents per cubic yard of concrete laid.

(d) For wetting granite paving or top dressing used in street grading, twenty-seven and one-half (27.5) cents per 1000 square feet of paving laid.

(e) For settling earth and ditches, eight and one-quarter (8.25) mills per cubic yard for trench or excavation.

(f) For water supplied for street grading or any construction work not otherwise specified in this ordinance, when not used through a meter, the amount of water used and charges for same shall be fixed by the City Manager.

(g) Contractors, or any person desiring to use water in construction work, where connections must be made with city hydrants or stand pipes, shall in each and every instance obtain a written permit from the City Manager before connecting with any such hydrant or standpipe, or using water therefrom, and such permit shall be exhibited upon the work for which issued.

(h) In each and every instance enumerated in sub-paragraphs a, b, c, d, e, f and g of paragraph A (2), Section 1, the amount of the charge shall be estimated by the City Manager.

(3) For water furnished for any use or purpose whatever within the corporate limits of The City of San Diego, where rates therefor are not otherwise provided for in this ordinance, the rates shall be as follows:

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'.

(4) For water furnished the United States for use of the War and Navy Departments within or contiguous to The City of San Diego, the rates, conditions, terms and provisions shall be the same as those in effect within the limits of The City of San Diego.

(5) For water furnished for any use or purpose whatever outside the corporate limits of The City of San Diego, where rates therefor are not otherwise provided for in this ordinance, the rate shall be twenty-seven and one-half (27.5) cents per 100 cubic feet; provided, however, that nothing in this ordinance contained shall be construed to change or modify any existing legal contract or obligation between The City of San Diego and any person, firm or corporation as to the rate or rates for water, or other obligations in connection therewith or therein contained.

(6) FIRE HYDRANTS

For each fire hydrant furnished or used for any purpose or use within the corporate limits of The City of San Diego, the rental rate of each such fire hydrant shall be the sum of \$1.50 per month per hydrant.

For each fire hydrant furnished or used for any purpose or use outside the corporate limits of The City of San Diego, the rental rate of such hydrant shall be the sum of \$2.50 per month per hydrant.

(7) MONTHLY MINIMUM

The minimum monthly rate for all water furnished through a meter within the corporate limits of The City of San Diego, save and except water furnished for the uses and purposes and at the rates set forth in sub-paragraph A (1), Section 1 hereof, shall be as follows:

- (a) For 5/8-inch and 3/4-inch meters, \$1.10 per month;
- (b) For 1-inch and 1 1/2-inch meters, \$1.65 per month;
- (c) For 2-inch meters, \$2.20 per month;
- (d) For 3-inch meters, \$3.30 per month;
- (e) For 4-inch meters, \$4.40 per month;
- (f) For 6-inch meters and larger, \$5.50 per month;
- (g) For all fire services not connected or used for ordinary daily usage, \$1.10 per month.

(8) That the minimum monthly rate for all water furnished through a meter outside the corporate limits of The City of San Diego shall be as follows:

- (a) For 5/8-inch and 3/4-inch meters, \$1.65 per month;
- (b) For 1-inch and 1 1/2-inch meters, \$2.20 per month;
- (c) For 2-inch meters, \$2.75 per month;
- (d) For 3-inch meters, \$4.40 per month;
- (e) For 4-inch meters, \$5.50 per month;
- (f) For 6-inch meters and larger, \$6.60 per month;
- (g) For all fire services not connected or used for ordinary daily usage, \$2.20 per month;

Provided, however, that nothing in this ordinance contained shall be construed to change or modify any existing legal contract or obligation between The City of San Diego and any person, firm or corporation as to the rate or rates for water, or other obligations in connection therewith or therein contained.

B. MUNICIPAL CONSUMERS.

All water furnished to the various departments of The City of San Diego shall be measured by meter, when so ordered by the City Manager, and all water so used shall be charged to their respective budget accounts and paid for monthly from such funds into the funds provided by Charter for receipts from the sale of water."

Section 2. That Ordinance No. 2346 (New Series) of the ordinances of The City of San Diego, adopted January 6, 1942, and Ordinance No. 2464 (New Series) of the ordinances of said City, adopted June 1, 1942, be, and the same are hereby repealed.

Section 3. This ordinance shall take effect and be in force on the thirty-first day from and after its passage.

Passed and adopted by the Council of The City of San Diego, California, this 8th day of September, 1942, by the following vote, to-wit:

YEAS - Councilmen: Simpson, Austin, Hartley, Boud, Knox, Flowers.

NAYS - Councilmen: None

ABSENT-Mayor Benbough

ATTEST: FRED W. SIMPSON

Vice Mayor of The City of San Diego, California

FRED W. SICK

City Clerk of The City of San Diego, California

By AUGUST M. WADSTROM, Deputy

(SEAL)

I HEREBY CERTIFY that, as to the foregoing ordinance, the provisions of Section 16 of the Charter of The City of San Diego requiring the reading of ordinances on two separate calendar days prior to passage, was, by a vote of not less than five members of the Council, dispensed with; and that said ordinance was by a vote of not less than five members of the Council put on its final passage at its first reading this 8th day of September, 1942.

I FURTHER CERTIFY that, prior to the final reading of such ordinance, a written or printed copy thereof was furnished to each member of the Council.

FRED W. SICK

City Clerk of The City of San Diego, California

By AUGUST M. WADSTROM, Deputy

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract for furnishing water to United States Engineer office, 4092 Pacific Highway; being Document No. 345803.

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.

Regarding use of auxiliary building as living quarters.

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

Frank J. Henschel and Matilda A. Henschel, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; East fifty (50) ft of the West two hundred (200) ft of the North one hundred twenty (120) ft of Block three (3) and Lots Seven (7) and twelve (12), inclusive Block Four (4) Subdivision First Street Addition, located at 115 Dickinson Street;

That we desire to convert an auxiliary building on the above described property into living quarters with no side yard and make an addition thereto, addition to maintain the required three (3) ft side yard and have applied for a zone variance by application No. 1951, dated September 7, 1943 and Supplementary letter dated October 27, 1943;

That we, in consideration of approval granted by the City of San Diego to use the auxiliary building as living quarters with no side yard and make an addition thereto, under Resolution of the Zoning Committee No. 399, dated September 16, 1943 and amended Resolution No. 425, dated October 28, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war between the United States of America and any country cease, we will then cause said existing auxiliary building to be vacated and no longer used as living quarters or that the building be remodeled to comply with ordinances of the City.

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.

FRANK J. HENSCHEL MATILDA A. HENSCHEL
115 Dickinson St. Same

On this 2nd day of November 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 Frank J. Henschel and Matilda A. Henschel 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) CLARK M. FOOTE JR.
My Commission expires March 16, 1947 Notary Public in and for the County of San Diego,
State of California
RECORDED NOV 3 1943 20 min. past 2 P.M. in Book 1586 at page 161 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
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 Agreement with Frank J. and Matilda A. Henschel relative to living quarters at 115 Dickinson Street; being Document No. 345632.

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

By Francisco T. Patten Deputy

A G R E E M E N T

Regarding construction of stable 12' x 20'

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

Parke M. Ewing and Edna L. Ewing, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; North one-third (1/3) of Southwest one-fourth (1/4) of the Lot Southwest one-fourth (1/4) of Sec. 34 T16S R2W located at 2500 Block on 54th Street;

That we desire to erect a 12' x 20' stable for four (4) horses and cows on the above described property and have applied for a zone variance under Application No. 1997, dated October 19, 1943;

That we, in consideration of approval granted by the City of San Diego to erect a stable 12' x 20' by Zoning Committee Resolution No. 432, dated November 4, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that said stable will not be used commercially; and that six months after hostilities in the present war between the United States of America and any country cease, the stable will then be removed; or a residence constructed and the stable used as an auxiliary building;

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.

PARKE M. EWING EDNA L. EWING
3859 - 44th St. 3859 - 44th St.

On this 9 day of November 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 Parke M. Ewing & Edna L. Ewing 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) J. GUNSALLUS
My Commission expires June 13, 1944 Notary Public in and for the County of San Diego,
State of California
RECORDED NOV 12 1943 56 min. past 9 A.M. in Book 1580 at page 373 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Agreement with Parke M. and Edna L. Ewing relative to stable at 2500 block on 54th Street; being Document No. 345724.

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

By Francisco T. Patten Deputy

War Department
(Engineers Form No. 429)
Approved as to form by
Hqrs. S.O.S. as Revised November 9, 1942.

CONTRACT FOR PROCUREMENT OF WATER Contract No. W-04-353-
(Proposal & Acceptance) (No Connection Charge) Eng.-71

U.S. Engineer Office, 1422 Columbia Street, San Diego, San Diego, California
(Station or Premises to be Served) (City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 212/40905 ESA 1942-44, 8-32155 P220-05.

Payment will be made by Finance Officer at 824 South Western Avenue, Los Angeles, California.

Estimated Daily Maximum Demand 70 cu.ft. Estimated Annual Consumption 25,200 cu.ft.

Estimated Annual Cost \$53.28

Statutory Authority * * * Title II of the First War Powers Act, 1941, Act of 18 December 1941 (Public Law 354 - 77th Cong.), and Executive Order No. 9001, dated 27 December 1941.

Date 27 October 1943

At the request of the United States The City of San Diego offers and agrees to furnish water for the use of the United States at the location shown above in accordance with the terms set forth in General Conditions numbered 1 to 9, inclusive, and Special Conditions numbered 1 to 19, inclusive, both attached hereto and made a part hereof.

Contractor The City of San Diego
Water Department,

Address San Diego, California

By WALTER W. COOPER

Title City Manager

ACCEPTANCE BY THE GOVERNMENT

27 October 1943

Name F. MEINECKE, JR.

Title Engineer

Contracting Officer

GENERAL CONDITIONS

1. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

3. CONVICT LABOR. The contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, State or territorial prison or prison industry, provided such articles, materials or supplies are not produced pursuant to any contract or other arrangement under which prison labor is hired by or employed or used by any private person, firm or corporation.

4. COVENANT AGAINST CONTINGENT FEES. The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

5. ANTI-DISCRIMINATION. (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

6. DEFINITIONS. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

7. ASSIGNMENT OF RIGHTS HEREUNDER. (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following:

- (i) General Accounting Office;
- (ii) the Contracting Officer;
- (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract;
- (iv) the officer designated in this contract to make payments thereunder.

(c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

(e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the contractor.

8. ALTERATIONS. The following changes were made in this contract before it was signed by the parties hereto: Paragraph 2, Disputes, has been deleted from GENERAL CONDITIONS. Paragraph 5, Pressure, has been deleted from SPECIAL CONDITIONS.

SPECIAL CONDITIONS

(Procurement of Water - No Connection Charge)

1. TERM OF SERVICE. Water will be furnished commencing 16 September 1943, and shall continue until further notice. Notice of intention to terminate this contract shall be at the option of the United States and shall be given in writing by the Contracting Officer to the contractor not less than thirty (30) days in advance of the effective date of termination.

2. PROVISION FOR ENLARGED RESERVATION. The service to be furnished under this contract shall be used only in connection with activities within the boundaries of the project as presently located or as such boundaries may be extended in the future.

3. QUALITY OF WATER. The water must be clear, potable and safe for human consumption in accordance with standards adopted by the Treasury Department, June 20, 1925, for drinking and culinary water supplied by common carriers in Interstate Commerce and such revisions as may be made therein from time to time.

4. POINT OF DELIVERY. 125' N of N Line Ash Street on Columbia Street W.

6. SUPPLY. The contractor shall furnish the required amount of water through one (1) cast-iron main eight (8) inches in diameter, located at 1422 Columbia Street and the water shall be measured by one (1) - 5/8 inch meter of standard manufacture.

7. OWNERSHIP AND MAINTENANCE OF METERS. The meters which are provided for measuring the water furnished under this contract and which are located at 1422 Columbia Street are the property of The City of San Diego and will be calibrated and maintained by The City of San Diego.

8. METERING AND BILLING. Meters will be read monthly on the last day of each month jointly by a representative of the contractor and the Contracting Officer or his representative. The contractor shall render monthly bills or accounts to the Contracting Officer which shall contain statements of the readings of the meters at the beginning of the month, meter constants, monthly consumption, rates and allowances, if any, in detail. Bills shall be rendered on the basis of monthly consumption, the readings of the meters to be billed separately. In case of error in meter readings, it is mutually agreed that the percentage of error shall apply only to the water used since the date of the meter reading of preceding month.

9. FAILURE OF METERS TO REGISTER. If the meters fail to register, a daily average will be obtained from the readings taken the previous month when the meter was known to be operating correctly, and this figure used as a basis of payment for the period while the meters are out of order and until repaired.

10. TESTING OF METERS. The meters will be tested at least once each year to the satisfaction of the contractor and the Contracting Officer, and will be considered correct if within 2 percent plus or minus. If an error of more than 2 percent is found, the readings and bill for the month previous and the bill for that part of the current month immediately preceding the test shall be corrected by the percentage of error found to exist.

11. REPAIR OF METERS. The contractor shall test, adjust, install, or change water meters when requested in writing in advance by the Contracting Officer, at the actual cost of labor and material plus a fixed charge of \$2.00 provided that all the actual and necessary maintenance and repairs on the meters and pipe lines which are the property of the contractor shall be done by the contractor at his expense.

12. DEDUCTIONS. It is intended that continuous service will be given under this contract. Where it is necessary for the contractor to interrupt service, arrangements shall be made with the proper military authorities in order that such interruption will least interfere with the service to the United States. If such arrangements are not made, deductions shall be imposed in such amounts as will compensate the United States for securing service from other sources during the time of the interruption.

13. OPTION TO REDUCE MINIMUM CHARGES. In the event of a partial or total shutdown or abandonment of the project, and, as a result thereof, water consumption is curtailed to less than twenty five percent (25%) of the average consumption for the ninety (90) day period immediately preceding such curtailment then the Government shall have the option to give the contractor ninety (90) days notice after which time the minimum charge indicated in the rate schedule shall not apply, and the minimum to be charged shall be in accordance with the rate for the class of service required.

The minimum charge provided in the rate schedule shall apply only to the period beginning immediately after date of this contract.

14. UNIT OF MEASURE. The unit of measure shall be 100 cubic feet.

15. RATES. The United States shall pay the contractor monthly the following rates for water furnished: In accordance with Ordinance No. 2530, attached hereto and made a part hereof.

16. METER SERVICE CHARGE. The United States shall pay to the contractor a monthly service charge for each meter installed by him and in serviceable condition as follows: \$1.10 per month.

17. CHANGE OF RATES. If during the life of this contract the City shall establish uniform rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the contractor hereby agrees to continue to furnish water as stipulated in this contract, and the United States hereby agrees to pay for such water at the higher or lower rates from and after the date when such rates are made effective.

18. PAYMENTS. For and in consideration of the faithful performance of the stipulation of this contract, the contractor shall be paid by the designated disbursing officer for water herein contracted for, at the rates and under the terms and conditions herein set forth; and the contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service. Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for water delivered shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the contractor.

ORDINANCE NO. 2530 (New Series) An ordinance amending Section 1 of Ordinance No. 1482 (New Series) (Water Rates) of the ordinances of The City of San Diego, adopted November 29, 1938, and repealing Ordinance No. 2346 (New Series), adopted January 6, 1942, and Ordinance No. 2464 (New Series), adopted June 1, 1942.

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

Section 1. That Section 1 of Ordinance No. 1482 (New Series) of the ordinances of The City of San Diego, entitled, "An Ordinance establishing water rates for service and water furnished by The City of San Diego, providing a penalty for the violation hereof, and repealing Ordinance No. 8210, signed December 22, 1920, and Ordinance No. 861 (New Series), adopted March 17, 1936, of the ordinances of The City of San Diego," adopted November 29, 1938, be, and the same is hereby amended to read as follows:

"Section 1. WATER RATES.

A. That the following rates are hereby established and shall be collected by the Water Department for water furnished by The City of San Diego.

(1) For water furnished within the limits of The City of San Diego to golf courses consisting of not less than thirty-five (35) acres of improved course upon which the public

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is permitted to play upon compliance with the rules and regulations established by the club or organization maintaining such courses; or for combined domestic and irrigation use upon tracts or parcels of land within the limits of The City of San Diego under single occupancy, aggregating not less than one-half acre, used for commercial, agricultural, horticultural or viticultural purposes, and where said ground so irrigated is planted to crops, shrubs or trees grown for commercial purposes, the rate shall be as follows:

- (a) For the first 500 cubic feet per meter per month, twenty-two (22) cents per 100 cubic feet;
- (b) For the next 500 cubic feet per meter per month, twenty and nine-tenths (20.9) cents per 100 cubic feet;
- (c) For all water consumed over 1000 cubic feet per meter per month, eleven (11) cents per 100 cubic feet.

Provided, however, that the minimum rate for water furnished through a meter, irrespective of the size of such meter, for the purposes above set forth and at the rates above set forth, shall be Fifty-five Dollars (\$55.00) per year, payable at the rate of at least Four Dollars and Fifty-eight cents (\$4.58) per month until a total of Fifty-five Dollars (\$55.00) has been paid. Thereafter, for the balance of the twelve-month period, the consumer shall be required to pay at the rates specified above for the amount of water actually used.

(2) CONSTRUCTION WORK.

For water furnished for construction work where meters are not installed or used, the rate to be charged shall be as follows:

- (a) For mixing and wetting concrete used in street paving, \$1.65 per 1000 square feet of paving laid; for preparing subgrade and mixing concrete which will be patent process cured, fifty-five (55) cents per 1000 square feet of paving laid.
- (b) For sidewalk and curbing, \$1.65 per 1000 square feet of concrete laid.
- (c) For mixing concrete for any other construction not herein provided for, the rate shall be eleven (11) cents per cubic yard of concrete laid.
- (d) For wetting granite paving or top dressing used in street grading, twenty-seven and one-half (27.5) cents per 1000 square feet of paving laid.
- (e) For settling earth and ditches, eight and one-quarter (8.25) mills per cubic yard for trench or excavation.
- (f) For water supplied for street grading or any construction work not otherwise specified in this ordinance, when not used through a meter, the amount of water used and charges for same shall be fixed by the City Manager.

(g) Contractors, or any person desiring to use water in construction work, where connections must be made with city hydrants or stand pipes, shall in each and every instance obtain a written permit from the City Manager before connecting with any such hydrant or standpipe, or using water therefrom, and such permit shall be exhibited upon the work for which issued.

(h) In each and every instance enumerated in sub-paragraphs a, b, c, d, e, f and g of paragraph A (2), Section 1, the amount of the charge shall be estimated by the City Manager.

(3) For water furnished for any use or purpose whatever within the corporate limits of The City of San Diego, where rates therefor are not otherwise provided for in this ordinance, the rates shall be as follows:

- 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.

(4) For water furnished the United States for use of the War and Navy Departments within or contiguous to The City of San Diego, the rates, conditions, terms and provisions shall be the same as those in effect within the limits of The City of San Diego.

(5) For water furnished for any use or purpose whatever outside the corporate limits of The City of San Diego, where rates therefor are not otherwise provided for in this ordinance, the rate shall be twenty-seven and one-half (27.5) cents per 100 cubic feet; provided, however, that nothing in this ordinance contained shall be construed to change or modify any existing legal contract or obligation between The City of San Diego and any person, firm or corporation as to the rate or rates for water, or other obligations in connection therewith or therein contained.

(6) FIRE HYDRANTS.

For each fire hydrant furnished or used for any purpose or use within the corporate limits of The City of San Diego, the rental rate of each such fire hydrant shall be the sum of \$1.50 per month per hydrant.

For each fire hydrant furnished or used for any purpose or use outside the corporate limits of The City of San Diego, the rental rate of such hydrant shall be the sum of \$2.50 per month per hydrant.

(7) MONTHLY MINIMUM.

The minimum monthly rate for all water furnished through a meter within the corporate limits of The City of San Diego, save and except water furnished for the uses and purposes and at the rates set forth in sub-paragraph A (1), Section 1 hereof, shall be as follows:

- (a) For 5/8-inch and 3/4-inch meters, \$1.10 per month;
- (b) For 1-inch and 1 1/2-inch meters, \$1.65 per month;
- (c) For 2-inch meters, \$2.20 per month;
- (d) For 3-inch meters, \$3.30 per month;
- (e) For 4-inch meters, \$4.40 per month;
- (f) For 6-inch meters and larger, \$5.50 per month;
- (g) For all fire services not connected or used for ordinary daily usage, \$1.10 per month.

(8) That the minimum monthly rate for all water furnished through a meter outside the corporate limits of The City of San Diego shall be as follows:

- (a) For 5/8-inch and 3/4-inch meters, \$1.65 per month;
- (b) For 1-inch and 1 1/2-inch meters, \$2.20 per month;
- (c) For 2-inch meters, \$2.75 per month;
- (d) For 3-inch meters, \$4.40 per month;
- (e) For 4-inch meters, \$5.50 per month;
- (f) For 6-inch meters and larger, \$6.60 per month;
- (g) For all fire services not connected or used for ordinary daily usage, \$2.20 per month.

Provided, however, that nothing in this ordinance contained shall be construed to change or modify any existing legal contract or obligation between The City of San Diego and any person, firm or corporation as to the rate or rates for water, or other obligations in connection therewith or therein contained.

B. MUNICIPAL CONSUMERS.

All water furnished to the various departments of The City of San Diego shall be measured by meter, when so ordered by the City Manager, and all water so used shall be charged to their respective budget accounts and paid for monthly from such funds into the funds provided by Charter for receipts from the sale of water."

Section 2. That Ordinance No. 2346 (New Series) of the ordinances of The City of San Diego, adopted January 6, 1942, and Ordinance No. 2464 (New Series) of the ordinances of said City, adopted June 1, 1942, be, and the same are hereby repealed.

Section 3. This ordinance shall take effect and be in force on the thirty-first day from and after its passage.

Passed and adopted by the Council of The City of San Diego, California, this 8th day of September, 1942, by the following vote, to-wit:

YEAS - Councilmen: Simpson, Austin, Hartley, Boud, Knox, Flowers. NAYS-Councilmen: None
ABSENT-Mayor Benbough.

ATTEST: FRED W. SIMPSON,

Vice Mayor of The City of San Diego, California

FRED W. SICK

City Clerk of The City of San Diego, California

By AUGUST M. WADSTROM, Deputy

(SEAL)

I HEREBY CERTIFY that, as to the foregoing ordinance, the provisions of Section 16 of the Charter of The City of San Diego requiring the reading of ordinances on two separate calendar days prior to passage, was, by a vote of not less than five members of the Council, dispensed with; and that said ordinance was by a vote of not less than five members of the Council put on its final passage at its first reading this 8th day of September, 1942.

I FURTHER CERTIFY that, prior to the final reading of such ordinance, a written or printed copy thereof was furnished to each member of the Council.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego, California

By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Ordinance No. 2530 (New Series) of the City of San Diego, California, passed and adopted by the Council of said City 9-8-42.

FRED W. SICK (SEAL)

City Clerk By Francis T. Patten, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for furnishing water to United States Engineer office, 1422 Columbia Street; being Document No. 345809.

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 November, 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, 823 West 17th Street, National City, 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 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 Ten Hundred Fifty Dollars (\$1050.00), to-wit:

Collection Day

District or Area of Collection

Monday..... East side of 40th Street to the west side of Fairmount Avenue; all south of (Combustibles) University - Lexington Park.

Tuesday..... Mission Beach, south of El Carmel
(Non-combustibles and combustibles)

Wednesday.... Mission Beach, north of El Carmel
(Non-combustibles and combustibles)

Thursday..... South side of Washington Street to dead ends of Falcon, Hawk and Goldfinch (Combustibles) Streets; 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 contractor shall deliver all non-combustible rubbish to the reduction works owned by Charles M. Davis at National City, California.

The period of this contract shall extend two (2) months, from the 19th day of November, 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 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, 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, 15000 lbs or under.....	5.60
Truck drivers, over 15000 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 Ten Hundred 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. 78836 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
EMYL A. CUMMINGS
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 23d day of November, 1943.

J. F. DuPAUL, 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 \$2,100.00
Dated NOV 19 1943.

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272
Memo. E. A. CUMMINGS Rubbish collection

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. 345841.

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

By Francis T. Patton Deputy

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$5,000.00 City Portion

Dated Oct 13 1943

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of General Unappropriated Balance Ord 2610

Memo Associated Architects Plans for Civic Center

CONTRACT

THIS CONTRACT, entered into this 23d day of November, 1943, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through its City Council, and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, acting by and through its Board of Supervisors, parties of the first part, hereinafter called the "Owners", and ASSOCIATED ARCHITECTS, a co-partnership consisting of Louis J. Gill, Wm. Templeton Johnson and Sam W. Hamill, parties of the second part, hereinafter called the "Architects", witnesseth that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF ARCHITECTS. The Owners hereby employ the Architects to perform the necessary professional services including but not limited to those hereinafter set forth in connection with

(a) The construction of two additional buildings, designated as the North and South Wings, respectively, to be added on the westerly side of the existing City and County Administration Building on the Civic Center site on the Tidelands, between Ash Street and Grape Street, in the City of San Diego, California.

Article 2. THE ARCHITECTS' SERVICES. The Architects hereby accept said employment and agree to perform all of the necessary professional services to the satisfaction of the Owners, including but not limited to the following:

(a) Participation in all conferences with the representatives of the Owners, necessary for the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law.

(b) The preparation of preliminary plans and studies.

(c) The preparation of such complete working plans, studies, drawings, specifications and cost estimates satisfactory to the Owners as are necessary for obtaining bids and for the efficient execution of the work, which said work shall include the structural work of the entire buildings, each building to be two stories in height with basement, and each to be an identical extension in size and architectural design to the present existing east wings of the main building, the complete finishing of the exteriors, and interior work including but not limited to roughed in plumbing and drainage, roughed in heating and ventilating and roughed in electrical work; provided, however, that interior partitions shall not be included.

(d) The preparation and supplying, subject to the approval of the City Attorney and the District Attorney and County Counsel, of forms of all contract documents necessary for obtaining bids and award and execution of contract, including but not limited to advertisement for bids, information for bidders, bid forms, general conditions, special conditions and agreement.

No supervision of the work executed from the drawings and specifications is to be required under this contract.

Article 3. CONFORMITY TO LEGAL REQUIREMENTS. The Architects shall cause all drawings and specifications to conform to all applicable requirements of law, local and state, and to all requirements of all bodies formed under local or state law whose approval of the drawings and specifications must be obtained and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.

Article 4. ASSOCIATED ARCHITECTS. The Architects shall have the option, with the written consent of the Owners, to associate with them and at their expense other architects or structural engineers to render services in connection with the planning of the buildings, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this agreement.

Article 5. THE ARCHITECTS' FEE. The Owners shall pay to the Architects for the performance of all services required herein a fixed fee of Ten Thousand and no/100 Dollars (\$10,000.00), which shall constitute complete compensation for the Architects' services under this contract.

Article 6. PAYMENTS. Payments to the Architects on account of their fee shall be made as follows:

Upon completion of the preliminary plans and studies, and their approval and acceptance by the Owners, a sum equal to twenty-five percent (25%) or \$2,500.00; upon the completion of the working plans, studies, drawings, specifications and cost estimates, together with the necessary forms of contract documents, all as specified in Article 2, sub. (c) and (d), and their approval and acceptance by the Owners, a further payment of \$6,500.00; and when a release of all claims against the Owners under or by virtue of this contract shall have been executed by the Architects, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, under the provisions of Title IV, Part 3 of the Code of Civil Procedure of the State of California, final payment of the balance due under this contract, to-wit: the sum of \$1,000.00, shall be due and payable.

Article 7. OWNERS' OBLIGATION TO PAY JOINT, NOT SEVERAL. It is mutually understood and agreed that the obligation of the Owners to make payment of any moneys that shall become due and payable under this contract is joint but not several, that is to say, The City of San Diego is obligated to pay one-half thereof and no more, and the County of San Diego is obligated to pay one-half and no more; and the default of either said City or said County with regard to any moneys coming due hereunder shall never be construed as giving the Architects any claim or right of action by reason of such default against the other.

Article 8. ABANDONMENT OR INDEFINITE DEFERMENT OF WORK. If the Owners shall deem it expedient or it shall become necessary on behalf of the City and County to abandon or indefinitely defer the work under this contract before completion of the services to be rendered thereunder, the Architects shall be entitled to such just compensation in lieu of the fee hereinbefore stipulated as may be agreed upon in writing at the time; provided, that in case of the inability of the parties hereto to reach such an agreement, the Owners shall fix the value of the services so to be specifically compensated and their decision shall be binding and conclusive on the parties hereto; and provided, further, that the payment by the Owners of such compensation shall be in full and final settlement for all work theretofore performed by the Architects and all said work shall upon said payment

become the property of the Owners. The payment of the compensation provided for in this Article shall operate to terminate this contract and to extinguish any and all rights and obligations of the parties hereunder.

Article 9. TERMINATION. If the Architects violate any of the terms or conditions of this contract, or if, in the opinion of the Owners the conduct of the Architects is such that the interests of the City and the County are thereby likely to be placed in jeopardy, the Owners may by written notice to the Architects terminate this contract, in which event all work theretofore performed by the Architects shall become the property of the City and the County; provided, however, that the Architects shall receive equitable compensation for such services, as shall in the opinion of the Owners, have been satisfactorily performed up to said date of termination; such compensation to be fixed by the Owners, whose decision shall be binding and conclusive upon the parties hereto.

Article 10. OWNERSHIP OF DOCUMENTS. All working plans, studies, drawings, specifications, cost estimates and contract documents supplied as herein required are the property of the Owners, whether the work for which they are made be executed or not. The Architects shall furnish to the Owners such preliminary copies of all drawings and specifications as are necessary for the study of the Owners and their representatives; shall supply the copies of said drawings and specifications which may be required by State or Federal agencies, and shall supply twelve (12) additional copies to the Owners. Such other copies of the drawings and specifications as may be necessary for obtaining bids and for the proper conduct of the work shall be supplied to the Owners by the Architects at the cost of reproduction.

Article 11. SURVEYS, BORINGS AND TESTS. The Owners upon request and without cost to the Architects shall furnish such surveys, borings, test pits and tests as may be necessary to reveal conditions of the site which must be shown for the proper development of the required drawings and specifications.

Article 12. SUCCESSORS AND ASSIGNS. All the terms, conditions and provisions hereof shall inure to and shall bind the parties hereto, their, and each of their respective heirs, executors, administrators, successors and assigns.

The Architects shall have the right to join with them in the performance of this contract any qualified person or persons, acceptable to the Owners, with whom they may in good faith enter partnership or similar relation.

Except as above, the Architects shall not sublet, assign or transfer their interest in this contract without the written consent of the Owners.

Article 13. TIME FOR COMPLETION. Time is of the essence of this contract. The Architects shall deliver to the Owners the aforesaid plans, studies, drawings, specifications, cost estimates and contract documents on or before the expiration of one hundred eighty (180) calendar days from the date of receipt of "Notice to Proceed," unless such time shall be extended in writing by the Owners.

All of the plans, studies, drawings, specifications, cost estimates, and contract documents required to be submitted to the Owners shall become the property of the Owners.

IN WITNESS WHEREOF, The City of San Diego has caused this contract to be signed by a majority of the members of the City Council, thereunto duly authorized by Resolution No. 78657, and The County of San Diego has caused this contract to be signed by a majority of the Board of Supervisors, thereunto duly authorized by Resolution of said Board passed and adopted October 4, 1943, as Owners, and the Architects have hereunto subscribed their names the day and year first hereinabove written.

This contract is so executed in three (3) counterparts, each of which shall be deemed to be an original.

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

THE CITY OF SAN DIEGO,
By HARLEY E. KNOX
H. DEGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council of The City of San Diego

ATTEST: J. B. MC LEES
County Clerk and ex officio Clerk
of the Board of Supervisors (SEAL)
By M. NASLAND
Deputy

COUNTY OF SAN DIEGO,
By WALTER BELLON
DAVID W. BIRD
JOHN F. FADDIS
HARRY C. WARNER
DEAN E. HOWELL
Members of the Board of Supervisors of the
County of San Diego
Owners

ASSOCIATED ARCHITECTS,
By LOUIS F. GILL
WM. TEMPLETON JOHNSON
SAM W. HAMILL
Architects

I HEREBY APPROVE the form and legality of the foregoing Contract this 13th day of October, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

I HEREBY APPROVE the form of the foregoing Contract this 22 day of November, 1943.

THOMAS WHELAN, District Attorney in
and for the County of San Diego, State of California
By CARROLL H. SMITH
Deputy District Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Associated Architects for architectural services in connection with plans for Civic Center buildings; being Document No. 345859.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tacon 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 November, 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 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 all materials, 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 Trunk Sewer No. 9 from Encanto to Dalbergia & Siva Streets in the City of San Diego, State of California, being and as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 11th day of October, 1943, marked "Document No. 345394" and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Trunk Sewer No. 9 from Encanto to Dalbergia & Siva Streets said plans consisting of 18 sheets and said specifications consisting of 62 sheets; true copies of the Notice to Contractors, Proposal of Contractor, and Plans and Specifications are hereunto annexed, by reference thereto incorporated herein, and made a part hereof as though in this paragraph fully set forth.

ARTICLE II. In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the City Engineer of said City.

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:

	Per 8 hour day
Asphalt raker	\$ 9.00
Asphalt spreader	7.00
Auto mechanic	8.00
Blacksmith	11.00
Blademan	11.00
Bricklayer	12.00
Bricklayer tender	9.00
Bulldozer operator	12.00
Bulldozer operator, over 50 H.P.	13.00
Carpenter	10.80
Caulker, using tools	9.00
Cement finisher	12.00
Clerk	8.00
Compressor operator	10.00
Concrete mixerman	11.00
Concrete spreader	7.00
Concrete tamper	7.00
Crane operator	12.00
Driller	9.80
Drill sharpener	7.00
Electrician	12.00
Engineer, hoisting	11.00
Engineer, asphalt plant	12.00
Form setter	9.00
Jackhammerman	7.00
Kettleman, asphalt or lead, Tegul	8.00
Laborer, common	7.00
Laborer, underground	8.00
Laborer, tunnel	9.80
Materialman	7.00
Sewer Pipelayer	10.00

Plumber	12.00
Powderman	9.80
Pumpman	10.00
Reinforcing steel worker	11.00
Road grader operator	11.00
Roller operator	11.00
Shovel operator	13.00
Shovel fireman and watchman	9.00
Shovel oiler	9.00
Teamster	7.40
Tractor operator, with attachments	12.00
Timekeeper	7.00
Trenching machine operator	12.00
Truck driver, 12,000# and under	7.60
Truck driver, 6 to 15 tons	8.00
Watchman	7.00
Welder	14.00
Skilled laborer, not above listed	8.00

Legal holidays, including Sundays and Saturdays where crafts work a five day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half.

Any draft 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.

ARTICLE IX. "FEDERAL HINDRANCE"- In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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.

ATTEST: FRED W. SICK City Clerk

(SEAL)

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
H. DEGRAFF AUSTIN
Members of the Council

ATTEST: CHAS. C. ESTES

J. S. BARRETT
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 22d day of November, 1943.

J. F. DuPAUL
City Attorney of the City of San Diego
By H. B. DANIEL
Assistant

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That J. 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 twenty-four thousand two dollars and seventy-four cents (\$124,002.74) (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 19th day of November, 1943.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, labor, tools, appliances, equipment, and other expenses necessary or incidental to the construction, completion and installation of Trunk Sewer No. 9 from Encanto to Dalbergia & Silva Streets for the City 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

11th day of October, 1943, marked "Document No. 345394 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Trunk Sewer No. 9 from Encanto to Dalbergia & Siva Streets said plans consisting of 18 sheets, and said specifications consisting of 62 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, 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 19th day of November 1943, 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: CHAS. C. ESTES

J. S. BARRETT Principal
By J. S. BARRETT

HARTFORD ACCIDENT AND INDEMNITY
COMPANY (SEAL)
By GEO. H. MURCH, Attorney in Fact
Surety

ATTEST: M. SHANNON

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 19th day of November, before me, Marston Burnham, in the year one thousand nine hundred and forty-three, 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, 1946

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

I hereby approve the form of the within Bond this 22d day of November, 1943.

J. F. DuPAUL,
City Attorney of the City of San Diego
By H. B. DANIEL

Assistant

Approved by a majority of the members of the Council of The City of San Diego, this 22d day of November, 1943.

HARLEY E. KNOX
FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
H. DE GRAFF AUSTIN
Members of the Council

ATTEST: FRED W. SICK

(SEAL)

FORM OF 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 Sixty two thousand one and 37/100 Dollars (\$62,001.37), (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 19th day of November, 1943.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, appliances, equipment and other expenses necessary or incidental to the construction, completion and installation of Trunk Sewer No. 9 from Encanto to Dalbergia & Siva Streets in The City 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 11th day of October, 1943, marked "Document No. 345394" and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Trunk Sewer No. 9 from Encanto to Dalbergia & Siva Streets said plans consisting of 18 sheets and said specifications consisting of 62 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Sixty two thousand one and 37/100 Dollars (\$62,001.37), 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 19th day of November, 1943, the name and corporate seal of each corporate party being hereto affixed and their presents duly signed by its undersigned representatives pursuant to authority of its governing body.

ATTEST: CHAS. C. ESTES

ATTEST: M. SHANNON

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 19th day of November, before me, Marston Burnham, in the year one thousand nine hundred and forty-three, 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, 1946

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

I hereby approve the form of the within Bond this 22d day of November, 1943.

J. F. DuPAUL
City Attorney of the City of San Diego, California
By H. B. DANIEL

Assistant

Approved by a majority of the members of the Council of The City of San Diego this 22d day of November, 1943.

ATTEST: FRED W. SICK
City Clerk

(SEAL)

HARLEY E. KNOX
FRED W. SIMPSON
PAUL J. HARTLEY
ERNEST J. BOUD
H. DE GRAFF AUSTIN
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. S. Barrett for constructing Trunk Sewer No. 9 from Encanto to Dalbergia and Siva Streets; being Document No. 345838.

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

By Francis T. Tatten 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 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 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 16th day of November, 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 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.

ATTEST: P. A. BAILEY

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY

Principal

THE CENTURY INDEMNITY COMPANY (SEAL)
By PAUL WOLCOTT Attorney-in-Fact
Surety

ATTEST:

I hereby approve the form of the foregoing Undertaking this 24 day of November, 1943.

J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego

) ss

On this 16th day of November, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

(SEAL)

Notary Public in and for said County and State

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 78815 passed and adopted on the 9th day of November, 1943, require and fix the sum of \$85.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

By AUGUST M. WADSTROM,

Deputy

CONTRACT FOR STREET LIGHTING.

Logan Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 30th day of November, 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:

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, 1943, to-wit, to and including November 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 Logan Avenue Lighting District No. 1", filed August 11, 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 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: P. A. BAILEY

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice President in Charge of Sales

THE CITY OF SAN DIEGO

By HARLEY E. KNOX

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

FRED W. SIMPSON

ERNEST J. BOUD

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 24 day of November, 1943.

J. F. DuPAUL, 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 Logan Avenue Lighting District No. 1; being Document No. 345863.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances S. Bowers Deputy

L E A S E

THIS AGREEMENT, made and entered into this 23rd day of November, 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 JULIA S. G. PORTER, hereinafter called the Lessee, WITNESSETH:

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

Beginning at the intersection of the northerly line of the M. Barnett Tract of the Rancho San Bernardo, in said County of San Diego, according to the Map thereof in Book 2, page 462 of Patents, filed in the office of the County Recorder of said County of San Diego, with the center line of the County Road known as County Highway Mission Road No. 1-A; thence South 6° 42' East along the center line of Mission Road No. 1-A, a distance of 808.73 feet; thence leaving the center line of Mission Road No. 1-A and running South 84° 05' East 473.85 feet; thence North 05° 55' East, a distance of 425.20 feet; thence North 84° 05' West 80.00 feet; thence North 5° 55' East a distance of 364 feet to a point on the north line of said M. Barnett Tract; thence North 84° 05' West along the north line of said M. Barnett Tract a distance of 571.6 feet to the point of beginning; excepting all public highways, and subject to all liens and encumbrances whatsoever; containing 3 acres of land, more or less.

For a term of three (3) years, beginning on the 1st day of November, 1943, and ending on the 31st day of October, 1946, at the following rentals: Twenty Dollars (\$20.00) per year payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 78835 of the Council, authorizing such execution, and said lessee has hereunto subscribed her name, the day and year first hereinabove written.

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

JULIA S. G. PORTER
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 24th day of November, 1943.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Julia S. G. Porter for land in Rancho San Bernardo; being Document No. 345886.

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

By Francisco 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 26th day of November, 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, 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 (Combustibles) All of Fifth Avenue from Beech to Market Streets.
(Non-combustibles) Kenmore Terrace to 40th Street; from the north side of Adams Avenue to Mission Valley.

Tuesday (Combustibles) All of Fifth Avenue from "A" to Market Sts.
(Non-combustibles) North side of Palm Street to south side of Myrtle Avenue; from
28th Street to canyons.

Wednesday (Combustibles) All of Fifth Avenue from Beech to Market Streets.
(Non-combustibles) East side of Sixth Avenue to west side of Park Blvd.; from Upas Street to the south side of Lincoln Avenue.

Thursday (Combustibles) All of Fifth Avenue from "A" to Market Sts;
(Non-combustibles) Front Street to Union and Wellborn Streets; from the south side
of Washington Street to the intersection of Curlew and Goldfinch;
And dead ends of Falcon, Goldfinch and Hawk Streets.

Friday (Combustibles) All of Fifth Avenue from Beech to Market Sts.
(Non-combustibles) 12th Avenue to 25th St., Crosby and Sampson Streets from the south side of Imperial Ave. to the Bay; 13th and 14th Streets from Russ Boulevard to Imperial Avenue.

The period of this contract shall extend two (2) months from November 26, 1943, to and including January 26, 1944.

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, 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. 78852 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 30th day of November, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of 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 \$2,100.00
Dated Nov. 27, 1943

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 to YANCY, C.H. for collection of refuse

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 City refuse; being Document No. 345907.

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

By _____ 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 26th day of November 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 ARTHUR R. MERICKLE, 2840 E. 7th Street, National City, 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 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:

Collection Day	District or Area of Collection
Monday (Combustibles)	Seventh Avenue, from A Street to Market St.
(Non-combustibles)	East side of Fairmount Avenue to west side of University Avenue, to south side of El Cajon Boulevard; each side of 40th Street to west side of Euclid Avenue; from the north side of El Cajon Boulevard to the south side of Monroe Avenue.
Tuesday (Combustibles)	Seventh Avenue, from A Street to Market St.
(Non-combustibles)	North side of Beech Street to the south side of Hawthorne Street; from 28th Street to canyons.
Wednesday	Mission Beach. (Combustibles and non-combustibles)
Thursday (Combustibles)	Sixth Avenue to Front Street; from Redwood Street to Walnut Street; Front Street through Reynard Hills, from Laurel to Walnut Streets; First Avenue to Reynard Way, from Walnut Street to University Avenue.
Friday (Combustibles)	Seventh Avenue, from A Street to Market St.
(Non-combustibles)	26th Street to 32nd Street and dead ends, from Beech Street to Imperial Avenue.

The period of this contract shall extend two (2) months from November 26, 1943, to and including January 26, 1944.

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 re-move 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, 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 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. 78851 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
ARTHUR R. MERICKLE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 2nd day of December, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney.

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without 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 \$2,100.00
Dated NOV 26 1943 J. S. BARBER
Auditor and Comptroller of the City of San Diego, California
To be paid out of GENERAL GC 272
Memo ARTHUR R. MERICKLE rubbish disposal

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Arthur H. Merickle for refuse collection; being Document No. 345942.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

UNDERTAKING FOR STREET LIGHTING

Pacific Highway Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE 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 SIX HUNDRED EIGHTY-SIX DOLLARS (\$686.00), 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 November, 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 PACIFIC HIGHWAY, between the northerly line of Broadway and the southwesterly prolongation of the southeasterly line of Witherby 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

By A. E. HOLLOWAY Vice Pres.

Principal

THE CENTURY INDEMNITY COMPANY

By PAUL WOLCOTT Attorney-in-Fact

Surety

ATTEST: J. A. CANNON

Secretary

(SEAL)

ATTEST: _____

(SEAL)

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 30th day of November, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

Notary Public in and for said County and State

(SEAL)

I hereby approve the form of the foregoing Undertaking this 4 day of December, 1943.

J. F. DuPAUL, 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. 78845 passed and adopted on the 23rd day of November, 1943, require and fix the sum of \$686.00 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 7th day of December, 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:

PACIFIC HIGHWAY, between the northerly line of Broadway and the southwesterly prolongation of the southeasterly line of Witherby Street.

Such furnishing of electric current shall be for a period of one year from and including November 5, 1943, to-wit, to and including November 4, 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 Pacific Highway Lighting District No. 1", filed September 3, 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 Two Thousand Seven Hundred Forty-three and 20/100 Dollars (\$2,743.20) 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 "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 Seven Hundred Forty-three and 20/100 Dollars (\$2,743.20) 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 Seven Hundred Forty-three and 20/100 Dollars (\$2,743.20).

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.

ATTEST: J. A. CANNON
Secretary

(SEAL)

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

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK
City Clerk

By AUGUST M. WADSTROM
Deputy

(SEAL)

I hereby approve the form of the foregoing Contract, this 4 day of December, 1943.

J. F. DuPAUL, 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 Pacific Highway Lighting District No. 1; being Document No. 345966.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. [Signature] Deputy

AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND THE STATE OF CALIFORNIA

DA-NI 53

This Agreement made and executed this 9th day of November, 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, hereinafter referred to as the "Department".

Recitals.

(a) Under the provisions of the "Defense Highway Act of 1941" the Secretary of the Navy has certified that the construction of a naval industrial access road, to-wit: Over existing and proposed rights of way from U. S. Highway 101 at Harasthy Street to Douglass Street near Hawk Street, including a connection to Washington Street, designated by the Public Roads Administration as Project DA-NI 53, access road serving aircraft industries in the City, said road being approximately 1 mile in length; is important to national defense and that said road is eligible for allocation of funds from said "Defense Highway Act of 1941."

(b) It is anticipated that Federal funds will be made available for the cost of constructing said road.

(c) The City desires to cooperate in the performance of the required engineering services and in the financing of the project.

(d) The Department has been designated as the agency to construct said road with Federal funds. 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 herein contained the parties agree as follows:

1. The City will perform such engineering services required in connection with this project as are agreed upon.

2. The City will contribute the sum of One Hundred Forty Thousand Dollars (\$140,000) toward the cost of said project, said sum to be deposited with the treasurer of the State of California to the credit of the Department within 30 days after execution of this agreement.

3. The Department will reimburse the City from Federal funds approved therefor for the actual direct costs involved in the performance of the engineering services provided for hereunder, including the use of City-owned automobiles at the rate of four cents per mile, provided, however, that the City will not be reimbursed for general overhead expenses or other charges ruled ineligible by the Public Roads Administration for reimbursement from Federal funds.

4. The Department will acquire the needed rights of way in the name of the City. In the event it becomes necessary to acquire any portion of the needed rights of way through condemnation proceedings, the Department will convey said portion to the City at such time as the Department receives final judgment in condemnation and can legally do so.

5. When the availability of Federal funds for said project is assured, the Department will provide for the construction of said road without expense to the City except as herein provided.

6. After completion of said project, and upon notice of such completion, the City will maintain said road at its own expense 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

STATE OF CALIFORNIA, DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS

By G. T. McCOY

State Highway Engineer

Approved as to
form and procedure
ROBERT E. REED
Attorney for the State

Recommended for approval

FRED GRUMM

Asst. 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 access road from Highway 101 to connect with Washington Street; being Document No. 345973.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

No. W 04-193 ENG 1352

LEASE BETWEEN THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION AND THE UNITED STATES OF AMERICA.

1. This lease, made and entered into this 1st day of February, in the year one thousand nine hundred and forty-two by and between The City of San Diego, a Municipal Corporation whose address is Civic Center, San Diego, California, and whose interest in the property hereinafter described is that of fee owner for itself, its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and The United States of America, hereinafter called the Government:

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

2. The Lessor hereby leases to the Government the following described premises, viz: All that certain 2-story building containing a total of approximately 14,512 sq. ft. located on land containing approximately 5 1/2 acres situated 100 ft. West of Azusa St. and north of the north line of Gaines St. and southeast of Riley St., known as the Isolation Hospital in the City of San Diego, County of San Diego, State of California, more particularly described as:

The Southwest Quarter of Pueblo Lot 1100 of the Pueblo Lands of San Diego, 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, EXCEPT that portion thereof lying within Addition to Silver Terrace, according to the Map thereof No. 430, filed in the Office of said County Recorder; ALSO, Lots 20, 21, 22 and 23, in Block N, of Addition to Silver Terrace, according to said Map No. 430; ALSO, that portion of Pueblo Lot 356 of the Pueblo Lands of San Diego, according to the Map thereof by Chas. H. Poole, filed as Miscellaneous Map No. 35, in the Office of said County Recorder, (said Pueblo Lot 356 being also known as Block 356 of Old San Diego,) conveyed by description in deed from P. C. Remondino to the City of San Diego, dated July 31, 1913, recorded October 16, 1913, in Deed Book 624, at page 436, in the Office of said County Recorder; Subject to all encumbrances or adverse claims of title; Excepting from above described lands and from this lease all public streets, alleys, avenues and highways.

to be used for the following purpose: Tactical and other military purposes.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning February 1, 1942, through June 30, 1942, provided that, unless and until the Government shall give notice of termination in accordance with provision 12 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the unlimited national emergency as declared by the President of the United States in Proclamation No. 2487, dated May 27, 1941.

4. The Government shall pay the Lessor rent at the following rate: One and no/100 (\$1.00) dollar for the term, receipt of which is hereby acknowledged.

5. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to desirable tenants.

6. The Lessor shall furnish to the Government, as part of the rental consideration, the following: Nothing

7. 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, which fixtures, additions, or structures so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The Government shall surrender possession of the premises upon the expiration or termination of this lease.

11. As of the commencement date of this lease, a joint inventory and condition report of all personal property of the Lessor included in this lease, and also a joint physical survey and inspection report of the demised premises shall be made, said reports to reflect the then present condition, and to be signed on behalf of the parties hereto.

12. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

13. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Civic Center, San Diego, California, and if given by the Lessor shall be addressed to The Division Engineer, Real Estate Division, Los Angeles Sub-Office, 621 South Hope Street, Los Angeles, California.

14. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

15. 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.

16. A joint survey and inspection of the condition of the premises has been made and is attached hereto and by this reference is made a part hereof.

17. It is understood by the Government that the City of San Diego, in permitting the use for military purposes of the premises herein described, for the merely nominal consideration of one and no/100 dollars (\$1.00) for the term hereof, receipt of which is hereby acknowledged, is doing so as a contribution or gift to the Government in aid of the war effort.

WWC

This lease is therefore granted and accepted upon the express condition and agree-
ment that if at any time hereafter the Government shall institute condemnation proceedings
against the lessor for the acquisition of any estate, right, or interest in the premises
hereby leased, neither the granting of this lease nor the nominal rental reserved herein
shall be taken into consideration or have any bearing or effect whatsoever in determining
the just compensation payable to the lessor by the Government for any such taking.
Paragraphs 16 and 17 added, paragraph 7 altered, and paragraphs 8, 9, and 10
deleted prior to execution hereof.
IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of
the date first above written.

In presence of:
D. W. FERRALL
(Address) D.W.Ferrall
3636 - 33rd Street
(Address) 3636-33rd Street
San Diego, Calif.
D.W.Ferrall
3636-33rd St.
San Diego, California

THE CITY OF SAN DIEGO,
A MUNICIPAL CORPORATION (SEAL)
By WALTER W. COOPER
Walter W. Cooper Lessor.

THE UNITED STATES OF AMERICA,
By FRED H. JOHNSTON
Contracting Officer
Fred H. Johnston
Chief, Los Angeles Sub-Office

(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 (CORPORATE SEAL)
Fred W. Sick

Approved as to form
J. F. DuPAUL, City Attorney
By H. B. DANIEL Asst. City Attorney
H. B. Daniel

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS
The City of San Diego, A Municipal Corporation
(Resident, Owner or Agent)

D. W. Ferrall
(Name of Negotiator)

Negotiator

San Diego, California
(Location)
February 2, 1942
(Date)

This record is to be appended to and made a part of an agreement entered into be-
tween the United States and the above-named party.

1. IDENTITY OF PROPERTY: Commonly known as Isolation Hospital situated 100 ft. west of
Azusa Street and north of north line of Gaines Street and southeast of Riley Street,
San Diego, California.
2. OWNER: The City of San Diego, A Municipal Corporation
3. TOTAL AREA CONTRACTED FOR
LAND 5 1/2 Acres Approx. BUILDINGS 14,512 sq. ft.
4. CROPS: (Including orchards) None
5. BUILDINGS: (Condition) Very poor
FLOORS: Good WALLS: Poor CEILINGS: Poor ROOF: Poor
PLUMBING: None DRAINAGE: Poor
6. CONTENTS OF BUILDINGS (Condition) None
7. FENCING (Condition, amount, and type) None
8. OTHER IMPROVEMENTS (Condition of) 8 Pine trees, 3 Eucalyptus, 4 Pepper trees
9. REMARKS: Subject building was at one time Isolation Hospital of City of San Diego. For
some years has been abandoned for such use and greatly deteriorated. All windows and
doors are missing; plumbing useless; walls knocked full of holes and roof leaks badly.
It would have some salvage value for anyone who could put it to some use. Concrete
floor on 1st floor laid on dirt; second floor concrete in good condition. Building is
also surrounded by a concrete porch on north, south and west of 2nd floor 8 to 11 feet
wide.

THE CITY OF SAN DIEGO,
A MUNICIPAL CORPORATION
By WALTER W. COOPER
Walter W. Cooper (Agent)
Civic Center, San Diego, California
(Address)

D. W. FERRALL
D. W. Ferrall (Negotiator)
406 Commonwealth Bldg., San Diego,
Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Lease with United States of America covering 5 1/2 acres of land and the Isolation Hospital
building; being Document No. 345974.

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

By Francis T. Patton Deputy

SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF SAN DIEGO, ACTING BY AND
THROUGH ITS HARBOR COMMISSION AND THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY COVERING FURTHER MODIFICATION OF TIDELAND LEASE
THE CITY OF SAN DIEGO OFFICIAL DOCUMENT NO. 127750, AT&SF CONTRACT
SECRETARY'S No. 18019. Dated August 11th, 1943.

SUPPLEMENTAL AGREEMENT, Made this 11th day of August, 1943, between THE CITY OF
SAN DIEGO, a municipal corporation, acting by and through its Harbor Commission, herein-
after called "City", first party, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a
Kansas corporation, hereinafter called "Railway Company," second party.

R E C I T A L S:

By an instrument in writing dated November 12, 1919, pursuant to authorization con-
tained in Ordinance No. 7847 of the ordinances of the City passed and adopted on September
25, 1919, the City leased to the Railway Company certain tidelands therein more fully de-
scribed. Said lease, which bears Official Document No. 127750 and is recorded in Book 3,
page 356, et seq., Records of the City Clerk, is designated in the records of the Railway
Company as Contract Secretary's No. 18019, and for convenience is hereinafter referred to
as "Original Lease."

Subsequently, by instruments in writing dated May 27, 1941, December 31, 1941, and September 2, 1942, designated in the records of the Railway Company as Contract Secretary's Nos. 18019-A, 18019-B, and 18019-C, respectively, the Original Lease was modified and/or amended in the particulars therein set forth.

It is now the desire of the parties to further modify and/or amend the Original Lease as hereinafter stated.

A G R E E M E N T:

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

That the Original Lease is hereby further modified and/or amended in the following respects, to-wit:

That there is eliminated from the leased premises the following described parcel of land:

Beginning at a point on the Northeasterly line of Harbor Drive as dedicated for a public street by Resolution No. 227 of the Harbor Commission, adopted May 14, 1942, a copy of which is on file in the Office of the City Clerk of the City of San Diego, which point is referred to in said Resolution No. 227 as "distant north 37° 53' 27" east, 60 feet from Engineer's Station 200+90.60 of said survey", and which said point is situate on the Southwesterly line of the right of way, 100 feet wide, as described in the above mentioned Lease and bears S. 48° 21' 14" W., 50 feet from Engineer's Station 246+34.35 of said Railway Company; thence, following the said Southwesterly line, from a tangent which bears N. 41° 38' 46" W.; along a curve to the left with a radius of 2814.93 feet, through an angle of 1° 48' 04" a distance of 88.49 feet; thence, S. 53° 57' 23" E., 71.50 feet; thence, along a curve to the right with a radius of 52 feet, through an angle of 57° 15' 48" a distance of 51.97 feet to the said Southwesterly line of the Railway right of way; thence, following the said Southwesterly line, from a tangent which bears N. 41° 03' 06" W., along a curve to the left with a radius of 2814.93 feet, through an angle of 0° 35' 40" a distance of 29.20 feet to the point of beginning.

Containing 960 square feet.

It is further understood and agreed that all of the terms and conditions of the Original Lease, except as heretofore and hereinabove specifically modified and/or amended, shall continue in full force and effect.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names, as and for the act of said City, and said The Atchison, Topeka and Santa Fe Railway Company has caused this agreement to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, as of 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
of The City of San Diego

THE ATCHISON, TOPEKA AND SANTA FE
RAILWAY COMPANY
By E. J. ENGEL
Its President

ATTEST: C. W. JONES

Its Assistant Secretary (SEAL)

I hereby approve the form of the foregoing agreement this 22d day of October, 1943.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant

STATE OF CALIFORNIA }
County of San Diego } ss

On this 18th day of November, A.D. 1943, before me, Zola E. Gartner, a Notary Public in and for said County, personally appeared R. H. Van Deman, Emil Klicka, and Wm. E. Harper, known to me to be the members of the Harbor Commission of The City of San Diego, known to me to be the persons who executed the within instrument on behalf of The City of San Diego, the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL)
My Commission expires July 2-1947

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

STATE OF ILLINOIS }
County of Cook } ss

On this 2nd day of October in the year one thousand nine hundred and forty-three, before me George L. Garver, a Notary Public in and for the County of Cook, State of Illinois, personally appeared E. J. Engel, known to me to be the President of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

(SEAL) GEORGE L. GARVER
Notary Public in and for said County of Cook
State of Illinois

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 15th day of October in the year one thousand nine hundred and forty-three, before me, S. A. Forrester, a Notary Public in and for said County of Los Angeles, State of California, personally appeared C. W. Jones, known to me to be the Assistant Secretary of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed the said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

(SEAL) S. A. FORRESTER
Notary Public in and for said County of Los Angeles
State of California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement covering modification of tideland lease with Santa Fe Railway Company; being Document No. 346031.

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
BETWEEN THE UNITED STATES OF AMERICA AND THE Contract No. HA-
CITY OF SAN DIEGO FOR SEWER MAIN EXTENSION. (CAL-4674)mph-102
THIS CONTRACT, made and entered into this 17 day of August, 1943, between the UNITED STATES OF AMERICA, acting by and through the Federal Public Housing Authority, hereinafter called the "Government," and 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," WITNESSETH:

WHEREAS, The Government is engaged in the development of a certain war housing project in the City of San Diego, designated as Project CAL-4679, which will require, as soon as can be constructed, a 15" sewer main from the terminus of the on-site sewer mains near the southeast corner of Project CAL-4679, and extending approximately 550 feet south-east along Kurtz Street to the end of an existing 36" sewer main on the west side of the State Highway and Kurtz Street, in San Diego, which first mentioned main is hereinafter referred to as the 15" main; and

WHEREAS, the City has plans for extending its 36" main in the future from its present terminus on the West side of the State Highway along Kurtz Street to Greenwood Street, as per specifications and map drawing No. 6298-L, on file with the City, a copy of which said map is attached hereto and made a part hereof, which main is hereinafter referred to as the 36" main; and

WHEREAS, the City desires that the Government undertake the construction of the 36" line and is willing to pay the Government the difference between the cost of the 15" main and the 36" main, which difference in cost is Fourteen Thousand Two Dollars and Twenty-five cents (\$14,002.25), and will permit the project sewage to be discharged therein and will maintain said main;

NOW, THEREFORE, in consideration of the payment by the City herein provided, the Government agrees to construct the 36" main in accordance with said specifications and attached drawing No. 6298-L; and

The City agrees to pay the Government forthwith upon completion of the main the sum of Fourteen Thousand Two Dollars and Twenty-five cents (\$14,002.25).

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.

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 ARTHUR P. BARRIS (?)
For the Federal Public Housing Commissioner

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

I hereby approve the form of the foregoing Contract this 14th day of August, 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 United States for sewer main extension along Kurtz Street to Greenwood Street; being Document No. 345990.

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, Sanitary Laundry Company is the owner of Lot 1 Block 20, of Sherman's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of November, by Sanitary Laundry Co. Herman Jacobson, that I will, for and in consideration of the permission granted to remove 12 feet of curbing on Island Ave. between 15th & 16th Sts., 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 the owner, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SANITARY LAUNDRY CO.
HERMAN JACOBSON
472 - 16 St.

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

On this 13th day of November, 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 Herman Jacobson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 16, 1947. 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 13th day of November, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 24 1943 25 min. past 9 A.M. in Book 1592 at page 402 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

I certify that I have correctly transcribed this Document in above mentioned book.
NOLA N. PFAHLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Sanitary Laundry Company; being Document No. 345763.
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, Peter Ferrantelli is the owner of Lots A and B, Block 67, of Hortons;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of Nov. 16 1943, by Peter Ferrantelli that I will, for and in consideration of the permission granted to remove 20 feet of curbing on 2d Ave. between F and G, 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.

PETER FERRANTELLI
3630 Indiana St.

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

On this 16th day of November, A.D. Nineteen Hundred and forty-three, before me, Mariana E. Pierce, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Peter Ferrantelli known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)
My Commission expires Feb. 28, 1944

I HEREBY approve the form of the foregoing agreement this 18th day of November, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 24 1943 25 min. past 9 A.M. in Book 1592 at page 404 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Peter Ferrantelli; being Document No. 345812.
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 storage shed at 3735 32nd Street

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

William P. Schmidt, after being first duly sworn, deposes and says;

That I am the owner of the hereinafter described real property; Lots 15 and 16 Block 45 Subdivision Park Villas, located at 3735 32nd Street;

That I desire to build a storage shed addition to a garage;

That I, in consideration of approval granted by the City of San Diego to build a storage shed addition to a garage do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the storage shed and garage will not be used in violation of the R-4 zone, which applies to this property, under Ordinance No. 12820; that I do not claim any non-conforming right insofar as the garage and storage shed is concerned; that the storage shed and garage will be used for the storage of personal property, but that no business will be conducted here in violation of 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.

W. P. SCHMIDT
3735 32 St.

On this 29th day of November A.D. Nineteen Hundred and 43, before me, William J. Dowd, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. P. Schmidt known to me to be the person described in and whose name

is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) WILLIAM J. DOWD
Notary Public in and for the County of San Diego,
State of California
RECORDED DEC 2 1943 25 min. past 10 A.M. in Book 1595 at page 347 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.
O. M. EVANS

Copyist 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 William P. Schmidt relative to storage shed at 3735 - 32d Street; being
Document No. 345902.

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 use of garage as sleeping quarters at 5680 Trinidad Way.

STATE OF CALIFORNIA
County of San Diego
City of San Diego

ss

D. T. Westmoreland, and Eleanor Mary Westmoreland, after being first duly sworn,
each for himself deposes and says;
That they are the owners of the hereinafter described real property: Lots 28 and
29 Block 3 Subdivision Valencia Park, Unit #1, located at 5680 Trinidad Way;
That they desire to install partitions in an existing garage, and use a room in
the garage as sleeping quarters;
That they, in consideration of approval granted by the City of San Diego to in-
stall partitions in said garage, and use it for sleeping quarters hereby covenant and agree
to and with said City of San Diego, a Municipal Corporation, that no portion of said
garage will be used in violation of the zoning ordinance, and that no kitchen or cooking
facilities will be installed in said garage.
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.

ELEANOR M. WESTMORELAND DOLPHIN T. WESTMORELAND
5680 Trinidad Way

On this 19th day of November A.D. Nineteen Hundred and Forty-three, before me,
Mabel E. Werner, a Notary Public in and for said County, residing therein, duly commis-
sioned and sworn, personally appeared Eleanor M. Westmoreland & Dolphin T. Westmoreland,
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) MABEL E. WERNER
Notary Public in and for the County of San Diego
State of California
My Commission expires July 22, 1946
RECORDED DEC 2 1943 25 min. past 10 A.M. in Book 1595 at page 351 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.
O. M. EVANS

Copyist 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 D. F. and Eleanor M. Westmoreland regarding use of garage as sleeping
quarters at 5680 Trinidad Way; being Document No. 345903.

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 altering of an office building to a single family residence

STATE OF CALIFORNIA
County of San Diego
City of San Diego

ss

Agnes M. Allen and The Griffith Company, after being first duly sworn, each for
himself deposes and says;
That we are the owners of the hereinafter described real property; Lot four (4)
in Pueblo Lot 1174, located at Murray Canyon Road;
That we desire to move in and alter an office building to a single-family resi-
dence on the above described property and have applied for a zone variance under Petition
No. 2032, dated November 1, 1943;
That we, in consideration of approval granted by the City of San Diego to move in
and alter said building to a single-family residence by Zoning Committee Resolution No.
448, dated November 12, 1943; do hereby covenant and agree to and with said City of San
Diego, a Municipal Corporation, that we will comply with the requirements of the Building
Department and six months after hostilities in the present war between the United States
of America and any country cease, we will then cause said building 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.

AGNES M. ALLEN
Route 2, Box 174

GRIFFITH COMPANY by R. A. PRESTON
Box G Hillcrest Sta. San Diego

On this 24 day of November A.D. Nineteen Hundred and Forty Three, before me, W. W. Culver a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Adnes M. Allen & R. A. Preston 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 County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Oct. 2, 1944

RECORDED DEC 2 1943 25 min. past 10 A.M. in Book 1602 at page 23 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

W. W. CULVER

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.
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 Agnes M. Allen and Griffith Company regarding altering an office building into a dwelling; being Document No. 345904.

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 use of rear portion of existing garage and store room
as living quarters

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

Leon R. Hubbard and Ruth M. Hubbard, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Fifteen (15) to Twenty two (22), inclusive Block Sixty three (63) Subdivision Seaman & Choates Addition, located at 2220 - 30th Street;

That we desire to convert the rear portion of an existing garage and store room on the above described property (apartment above) into living quarters with no rear yard; 3 ft. to adjacent dwelling on the south and no side yard on the north and have applied for a zone variance under petition No. 2001, dated October 23, 1943;

That we, in consideration of approval granted by the City of San Diego to convert the rear portion of the existing garage and store room into living quarters by the Zoning Committee Resolution No. 429, dated October 28, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will comply with all requirements of the Building Department; all future buildings will be constructed at least 6 feet from the existing garage and store room, and that six months after hostilities in the present war between the United States of America and any country cease, we will then cause the rear portion of the existing garage and store room 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.

RUTH M. HUBBARD
2150 "A" St.

LEON R. HUBBARD
2150 "A" St. San Diego Cal.

On this 30th day of November 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 Ruth M. Hubbard and Leon R. Hubbard 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)

My Commission expires March 16, 1947

RECORDED DEC 2 1943 25 min. past 10 A.M. in Book 1602 at page 20, of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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.
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 with Leon R. and Ruth M. Hubbard relative to living quarters at 2220 - 30th Street; being Document No. 345940.

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 tool shed for citrus grove

STATE OF CALIFORNIA
County of San Diego
City of San Diego

ss

Josephine Gianformaggio, after being first duly sworn, deposes and says;

That I am the owner of the hereinafter described real property; Five and Seventy-Two Hundredths (5.72 Ac.) acres in a portion of Lot 12, Rancho Ex-Mission, located at Dehesa Rd. and San Vicente St.

That I desire to erect a tool shed in connection with a citrus grove now on the property, and other farming activities,

That I, in consideration of approval granted by the City of San Diego to erect tool shed do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that said tool shed will not be used for living or sleeping purposes.

That this agreement shall run with the land and be part of a general pland 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.

JOSEPHINE GIANFORMAGGIO
4181^{1/2} Canterbury Drive

On this 26th day of Nov. A.D. Nineteen Hundred and Forty-three, before me, C.W. Gilbert a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Josephine Gianformaggio 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.

C. W. GILBERT

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires April 4, 1945 State of California

RECORDED DEC 10 1943 50 min. past 9 A.M. in Book 1584 at page 423 of Official
Records, San Diego Co., Cal. Recorded at request of City Clerk.

E DRUMMOND

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

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

E. DRUMMOND

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Hosephine Gianformaggio relative to tool shed on Lot 12, Rancho Ex-Mission; being Document No. 345943.

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 use of garage as living quarters

STATE OF CALIFORNIA
County of San Diego
City of San Diego

ss

Edna G. Bristol, after being first duly sworn, for herself deposes and says;

That I am the owner of the hereinafter described real property; Northerly forty nine and seven tenths feet (49.7) of Lot four (4) and the northerly forty nine and seven tenths feet (49.7) of westerly twenty one (21) feet, four (4) in. of Lot three (3) Block Three (3) Subdivision H.M.Higgins Addition, located at 2483-85 - "B" Street;

That I desire to alter a garage on the above described property into a sleeping room and bath, with a four (4) inch side yard on the east and only four (4) feet to the adjoining residence, and have applied for a zone variance under Petition No. 1996, dated October 21, 1943;

That I, in consideration of approval granted by the City of San Diego to alter the garage into a sleeping room and bath by Zoning Committee Resolution No. 445, dated November 12, 1943; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war between the United States of America and any country cease, I will then cause said garage to be vacated and no longer used as living quarters or I will move it to comply with the yard requirements;

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.

EDNA G. BRISTOL 1152 - 7th Ave.
E. G. G. BRADT City

On this 1st day of December A.D. Nineteen Hundred and Forty Three, before me, Louis L. Shears a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edna G. Bristol 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.

LOUIS L. SHEARS

(SEAL) Notary Public in and for the County of San Diego,
My Com exp. 4/6-1945 State of California

RECORDED DEC 10 1943 50 min. past 9 A.M. in Book 1584 at page 424 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 Agreement with Edna G. Bristol relative to sleeping room at 2483 B Street; being Document No. 345944.

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, Borgerding Investment Co. is the owner of Lots A and B, Block 51, of Hortons Additn;

NOW, THEREFORE, This AGREEMENT, signed and executed this third day of December 1943, by Borgerding Investment Co. that we will, for and in consideration of the permission granted to remove 16 feet of curbing on Broadway between 12th & 13th 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.

BORGERDING INVESTMENT CO.
By PAUL V. BORGERDING
3960 Center St.
San Diego Calif

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

On this 3rd day of Dec., A.D. Nineteen Hundred and 43, before me, Carl Whittenton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul Borgerding known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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) Notary Public in and for the County of San Diego
My Commission expires Jan. 2, 1945 State of California

I HEREBY approve the form of the foregoing agreement this 4th day of December, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 10 1943 50 min. past 9 A.M. in Book 1600 at page 142 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 Borgerding Investment Co.; being Document No. 345962.

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 Lot I Block 19 Mission 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 1st day of December 1943, by The Dennstedt Co., a corporation, that they will, for and in consideration of the permission granted to remove 18 feet of curbing on East side of Mission Blvd. 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.

The Dennstedt Co., a corporation further agrees that this agreement shall be binding on them, and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

THE DENNSTEDT CO.
By E. W. DENNSTEDT
4110 El Cajon, Blvd.,

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

On this 1st day of December, 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 E. W. Dennstedt, President 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 City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Nov. 11, 1947 State of California

I HEREBY approve the form of the within agreement this 9th day of December 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK Deputy

RECORDED DEC 10 1943 50 min. past 9 A.M. in Book 1584 at page 422 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 The Dennstedt Co.; being Document No. 346011.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Peden Deputy

West side of Mission bet.
Kennebeck & Jersey Courts

A G R E E M E N T

WHEREAS, THE DENNSTEDT CO., a corporation are the owners of Lot F Block 119
Mission Beach and,

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

THIS AGREEMENT, signed and executed this 6th day of December 1943, by E. W.
Dennstedt, President of The Dennstedt Co., that they will, for and in consideration of the
permission granted them to remove 20 feet of curbing on Mission Blvd. 3350 adjacent to the
above described property, bind The Dennstedt Co. 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 them or
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.
By E. W. DENNSTEDT Pres.
4110 El Cajon

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

On this 6th day of December, A.D. Nineteen Hundred and Forty-three, before me,
the undersigned, a Notary Public in and for said County, residing therein, duly commis-
sioned and sworn, personally appeared E. W. Dennstedt, President of The Dennstedt Co., a
corporation known to me to be the person described in and whose name is subscribed to the
within instrument, and acknowledged to 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
My Commission expires Nov. 11, 1947 Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the within agreement this 14th day of December, 1943.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK Deputy

RECORDED DEC 15 1943 55 min. past 10 A.M. in Book 1604 at page 117 of Official
Records, San Diego Co., Cal. Recorded at request of City of San Diego.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from The Dennstedt Co.; being Document No. 346043.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Peden 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 cor-
poration 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 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 7th day of December, 1943.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into con-
tract with said The City of San Diego, under and pursuant to the provisions of the "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 incorpor-
ated 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) SAN DIEGO GAS & ELECTRIC COMPANY
ATTEST: JEA. CANNON By A. E. HOLLOWAY Vice Pres.
Secretary Principal

ATTEST: _____

THE CENTURY INDEMNITY COMPANY (SEAL)
By PAUL WOLCOTT
Attorney-in-Fact
Surety

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 7th day of December, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said County and State
I hereby approve the form of the foregoing Undertaking this 15th day of December, 1943.

J. F. DuPAUL, 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. 78871 passed and adopted on the 30th day of November, 1943, 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 21st day of December, 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 EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue, in the City of San Diego, California. Such furnishing of electric current shall be for the period of one year from and including December 1, 1943, to-wit: to and including November 30, 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 El Cajon Boulevard Lighting District No. 1", filed September 13, 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 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: 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
PAUL J. HARTLEY
H. DeGRAFF AUSTIN
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council
J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

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

I hereby approve the form of the foregoing Contract, this 15 day of December, 1943.

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. 346066.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm 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 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 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 7th day of December, 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 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.

SAN DIEGO GAS & ELECTRIC COMPANY

(SEAL)

ATTEST: J. A. CANNON, Secretary

By A. E. HOLLOWAY Vice Pres. Principal

(SEAL)

ATTEST: _____

THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT Attorney-in-Fact Surety

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 7th day of December, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

(SEAL)

Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 15 day of December, 1943.

J. F. DuPAUL, 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. 78870 passed and adopted on the 30th day of November, 1943, require and fix the sum of \$198.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego

CONTRACT FOR STREET LIGHTING

Adams Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 21st day of December, 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 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 October 13, 1943, to-wit: to and including October 12, 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 Adams Avenue Lighting District No. 1", filed September 10, 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 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.

(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
PAUL J. HARTLEY
H. DE GRAFF AUSTIN
ERNEST J. BOUD
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 15 day of December, 1943
J. F. DuPAUL, 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 Adams Avenue Lighting District No. 1; being Document No. 346067.

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 additional kitchen
in a single family residence

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

Rebecca G. S. Rice, after being first duly sworn, for herself deposes and says;
That I am the owner of the hereinafter described real property; Lots Eight (8) to Eleven (11) inclusive, Block One (1) Subdivision Amalfi, located at 1650 Torrey Pines Road and Charlotte Street;

That I desire to construct a second kitchen in my single family dwelling on the above described property;

That I, in consideration of approval granted by the City of San Diego to construct the additional kitchen; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this residence, on the above described property will not be rented or used in any way in violation of the Zoning Ordinance of the City;

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.

REBECCA G. S. RICE

On this 30th day of November A.D. Nineteen Hundred and Forty-three, before me, Gordon Gray a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rebecca G. S. Rice 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)

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

RECORDED DEC 24 1943 20 min. past 3 P.M. in Book 1591 at page 369 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

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

O. HARBAUGH

Copyist 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 Rebecca G. S. Rice regarding construction of additional kitchen at 1650 Torrey Pines Road; being Document No. 346105.

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 remodelling garage into living quarters

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

J. G. and Sue H. Wilbur, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots 13, 14 and N 1 ft of 15 Block 33 (thirty-three) Subdivision Second Fortuna Park Addition, located at 3737 Promontory Street;

That we desire to remodel the existing garage in the rear of 3737 Promontory Street into living quarters and have applied for zone variance under Petition No. 2039, dated November 22, 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. 476, dated December 16, 1943 do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that so long as said garage is used as living quarters that the north one (1) foot of Lot 15 will always be in the same ownership as Lots 13 and 14 of said Block 33, Second Fortuna Park Addition.

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.

J. G. Wilbur

Sue H. Wilbur

3737 Promontory

3737 Promontory

On this 21st day of December 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 J. G. Wilbur and Sue H. Wilbur 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)

My Commission expires March 16, 1947

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

RECORDED DEC 24 1943 20 min. past 3 P.M. in Book 1608 at page 212, of Official
 Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

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

NOLA N. PFAHLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with J. G. and Sue H. Wilbur for remodeling garage into living quarters; being Document No. 346117.

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 SUPPLYING OF WATER

HA(CAL-4680)mph-102

THIS CONTRACT, made and entered into this tenth day of November 1943, 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 375 trailer units to be located in or near the City of San Diego, (Identification No. CAL-4680), 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 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. Provided, however, that if, by request, master meters are installed at different locations to serve the Development, the readings of such meters shall be billed separately.

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 readings 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 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 (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: 580' southeasterly from northwest line of Lot 242 on Midway Drive north.

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.

24. Non-discrimination in Employment. There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, against any employee or applicant for employment, qualified by training and experience, for work in connection with this contract. The Utility shall include the foregoing provision in all subcontracts for any part of the work of this Contract.

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

(SEAL)
ATTEST: FRED W. SICK
City Clerk

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY

I, FRED W. SICK, hereby certify that I am the City Clerk of The City of San Diego, a Municipal Corporation, organized and existing under the laws of the State of California; that WALTER 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-4680) 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 at San Diego, this
27th day of November, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States of America for water furnished Loma Park trailer units; being Document No. 346119.

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

By Frances T. Tamm Deputy

A G R E E M E N T

Regarding construction of Six (6) Auto Court Units

STATE OF CALIFORNIA
County of San Diego
City of San Diego

} ss

Atchison, Topeka & Santa Fe Railway Co., after being first duly sworn, for themselves deposes and says;

That we the owners of the hereinafter described real property; Lot Right of Way Lot 30 Subdivision Middletown, located at 1900 block California Street;

That we desire to construct a six (6) auto court unit with a kitchen and bathroom units and have applied for a Resolution of Property Use under Petition No. 2059, dated December 7, 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. 477, dated December 16, 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 buildings to be removed and the property cleaned of all debris and unused building materials.

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.

A.T. & S.F. RAILWAY-COAST LINES
E. G. CARR Agent
824 W. Broadway San Diego, Calif.

On this 24 day of December A.D. Nineteen Hundred and forty three, before me, C. C. Temple a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. G. Carr 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) C. C. TEMPLE
Notary Public in and for the County of San Diego,
State of California
My Commission expires April 27, 1946
RECORDED JAN 5 1944 3 P.M. in Book 1616 at page 72 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 Agreement with Santa Fe Railway Company relative to auto court on 1900 Block California Street; being Document No. 346166.

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

By _____ Deputy

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

HA(CAL-4679)mph-103.

THIS CONTRACT, made and entered into this tenth day of November 1943, 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 700 dwelling units to be located in or near the City of San Diego, (Identification No. CAL-4679), 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. Provided, however, that if by request, master meters are installed at different locations to serve the development, the readings of such meters shall be billed separately.

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 readings 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 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 (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: 1005' West of West line of Rosecrans Street on Kurtz Street South at intersection of Greenwood Street.

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.

24. Non-discrimination in Employment. There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, against any employee or applicant for employment, qualified by training and experience, for work in connection with this contract. The Utility shall include the foregoing provision in all subcontracts for any part of the work of this Contract.

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

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

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY

I, Fred W. Sick, hereby certify that I am the City Clerk of The City of San Diego, a Municipal Corporation, organized and existing under the laws of the State of California, that Walter 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-4679) 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 at San Diego, this
27th day of November, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States of America for water furnished Frontier Housing dwelling units; being Document No. 346118.

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

By Francis T. Tatten Deputy

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

HA(CAL-4257)mph-101

THIS CONTRACT, made and entered into this 30th day of January, 1943, 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 127 units to be located in or near the City of San Diego, (Identification No. Cal-4257), 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. Provided however, that if, by request, master meters are installed at different locations to serve the Development, the readings of such meters shall be billed separately.

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 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 (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: Five feet (5') North of the North line of Diamond Street on the East side of Olney Street (Tap No.A-44010)

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 replacement 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 c/o FPHA P.O. Box 1151 whose address is 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 in 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

(SEAL)

ATTEST: FRED W. SICK

City Clerk

Approved as to form by J. F. DuPAUL, City Attorney

By H. B. DANIEL

Assistant City Attorney

NATIONAL HOUSING AGENCY, FEDERAL PUBLIC HOUSING AUTHORITY

I, Fred W. Sick, hereby certify that I am the City Clerk of the City of San Diego, a Municipal Corporation, organized and existing under the laws of the State of

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS

(Resident, Owner or Agent) CITY OF SAN DIEGO, a municipal corporation

HARRY F. HENSON JR. Negotiator

(Location) San Diego, California

(Date) 1 October 1943

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: 5.40 acres north of Point Loma Dairy between Nashville and Knoxville Sts. on southwesterly line of Maxwell Street, northeasterly line of King Street, and northeasterly line of Lapwai Street, San Diego, California.

2. OWNER: City of San Diego, a municipal corporation

3. TOTAL AREA CONTRACTED FOR

LAND 5.40 acres BUILDINGS none

4. CROPS: (Including orchards) none

5. BUILDINGS: (Condition) none

LAND 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 October, in the year one thousand nine hundred and forty-three by and between City of San Diego, a municipal corporation whose address is Civic Center, San Diego, California and whose interest in the property hereinafter described is that of fee owner for itself, 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 of those certain unimproved parcels of real property lying north of Point Loma Dairy and between Nashville and Knoxville Streets on Maxwell, King and Lapwai Streets in the City of San Diego, County of San Diego, State of California, more particularly described as Lots 1 to 48 inclusive, in Block A, Lots 25 to 35 inclusive, in Block D, Lots 38 to 43 inclusive, in Block D, and Lots 45 to 49 inclusive, in Block D, all in Pacific View Addition according to Map thereof No. 1497 filed in the Office of the County Recorder of said San Diego County; containing 5.40 acres, to be used for the following purpose: training area and other military purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning 1 October 1943 through June 30, 1944, provided, that unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the unlimited national emergency as declared by the President of the United States in proclamation No. 2487, dated May 27, 1941.

4. The Government shall pay the Lessor rent at the following rate: One and no/100 (\$1.00) Dollars for the term hereof, receipt of which is hereby acknowledged.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government:

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Civic Center, San Diego, California, and if given by the Lessor shall be addressed to U. S. Division Engineer, Real Estate Division, Los Angeles Sub-Office, 621 South Hope Street, Los Angeles, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona-fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

9. 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.

10. The condition of the demised premises is outlined in a Joint Record of Physical Survey which is appended hereto and made a part hereof.

11. It is understood by the Government that The City of San Diego in permitting the use for military purposes of the premises herein described for the merely nominal consideration of \$1.00 per year is doing so as a contribution or gift to the Government in aid of the war effort. This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the Lessor for the acquisition of any estate, right or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration, or have any bearing or effect whatsoever in determining the just compensation payable to the lessor by the Government for any such taking. It is further understood and agreed that the Lessor does not and cannot guarantee that it possesses a clear title to the lots hereby leased and that this lease is made subject to all outstanding rights of third persons.

Paragraphs 10 and 11 inserted prior to execution hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:
GLENN RICK
(Witness) Glenn Rick
San Diego
(Address) San Diego, California

CITY OF SAN DIEGO, a municipal corporation
By: WALTER W. COOPER
(Lessor) Walter W. Cooper
City Manager

THE UNITED STATES OF AMERICA
By FRED H. JOHNSTON
Contracting Officer
Fred H. Johnston Chief, Los Angeles Sub-Office

(If Lessor is a corporation, the following certificate shall be executed by the secretary of 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 (Corporate Seal)
Fred W. Sick

I hereby approve the form of the foregoing Lease this 20th day of October, 1943.
J. F. DuPAUL City Attorney
By H. B. DANIEL
Assistant City Attorney
H. B. Daniel

A G R E E M E N T

THIS AGREEMENT, entered into this 21st day of December, 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 party of the first part; and the City of La Mesa, a city of the sixth class, of said County and State hereinafter designated as Party of the Second Part; WITNESSETH:

WHEREAS, in the interest of more efficient law enforcement, it is desirable that The City of San Diego have close co-operation with surrounding towns and cities in blocking the escape of criminals and apprehending them prior to their departure from the County of San Diego; and

WHEREAS, to this end the Party of the Second Part desires to arrange with the party of the First Part to furnish transmission facilities from Radio Station KGZD operated by said first part to its mobile unit KEZT, and said party of the first part is willing to enter into such an arrangement, NOW, THEREFORE,

In consideration of the mutual benefits which will accrue to each of the parties hereto and in further consideration of greater and more efficient law enforcement, the parties hereto agree with each other as follows:

A. The Party of the Second Part agrees as follows:

(1) That it will furnish the necessary telephone service to communicate with Radio Station KGZD, operated by the party of the first part;

(2) That it will furnish any and all receiving and/or transmitting equipment for use or to be used in its mobile unit KEZT;

(3) That it will operate its mobile unit KEZT in accordance with rules and regulations of the party of the first part and the Federal Communications Commission.

B. The Party of the First Part agrees as follows:

(1) That it will furnish the facilities of its Radio Station KGZD to transmit messages for the party of the second part to the mobile unit KEZT, operated by said second party in accordance with the rules and regulations controlling the operation of said Radio Station KGZD.

The parties hereto agree that the term of this agreement shall be for a term of two years and shall continue until terminated by either party thereto by giving to the other in writing one (1) year's notice of such intention to terminate.

In the event of a breach of any of the terms hereof by either party, then, in that event, the other party, by resolution of its Council may terminate this agreement, which termination shall take effect sixty (60) days after notice to the offending party and to the Federal Communications Commission, of the adoption thereof.

IN WITNESS WHEREOF, this agreement is executed by Party of the First Part, by and through its City Manager, under and pursuant to a Resolution of its Council No. 78940, adopted the 21st day of December, 1943; and Party of the Second Part has executed this agreement by its Mayor and attested by its City Clerk, under and pursuant to a resolution adopted by its City Council, authorizing the same, on the 14th day of December, 1943, 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

ATTEST: L. L. FREEMAN (SEAL)
City Clerk

THE CITY OF LA MESA,
Party of the Second Part;
By BENJAMIN POLAK
Mayor

I HEREBY APPROVE the form of the foregoing Agreement this 23rd day of December, 1943.

J. F. DuPAUL, 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 Agreement between City of San Diego and City of La Mesa for operation of Radio Station KGZD; being Document No. 346211.

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

By Francisco T. Tatten Deputy

AGREEMENT AMENDING CONTRACT

THIS AGREEMENT, entered into this 21st day of December, 1943, 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 party of the Second Part, WITNESSETH:

WHEREAS, The City of San Diego and the County of San Diego entered into an agreement dated the 17th day of August, 1942, for the installation and operation of a remote control service from Radio Station KGZD, which said agreement is on file in the office of the City Clerk, bearing document No. 340340, and is recorded in Book 13, page 270, records of said City Clerk; and

WHEREAS, both parties to said agreement desire to modify and amend the same in the particulars hereinafter set forth, NOW, THEREFORE,

In consideration of the premises, it is mutually agreed that the last paragraph of said agreement of August 17, 1942, shall be, and it is hereby amended to read as follows:

"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 sixty (60) days after notice to the other party and to the Federal Communications Commission, 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. 73938, adopted December 21, 1943; 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 December 21, 1943, 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

(SEAL)

THE COUNTY OF SAN DIEGO
Party of the Second Part
By DAVID W. BIRD, Chairman
Board of Supervisors

I hereby approve the form of the foregoing Agreement this 21st day of December, 1943.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

I hereby approve the form of the foregoing Agreement, this 21st day of December, 1943.

THOMAS WHELAN, District Attorney
By CARROLL H. SMITH
Deputy District Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement amending contract between City of San Diego and County of San Diego for operation of Radio Station KGZD; being Document No. 346212.

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

By Francis T. Patton Deputy

No. W 04-193 ENG 1334 NEGOTIATED LEASE
LAND 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 October, in the year one thousand nine hundred and forty-three by and between City of San Diego, a municipal corporation whose address is Civic Center, San Diego, California and whose interest in the property hereinafter described is that of fee owner for itself, 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 of that certain unimproved parcel of real property located approximately 150 feet northeast of West Point Loma Boulevard and adjoining Mission Bay, in the City of San Diego, County of San Diego, State of California, more particularly described as:

That portion of Lot 59, Block 103, Ocean Bay Beach lying south and west of that certain unnamed dedicated Roadway as shown on City Engineer's map of said Lot 59 and also lying north of San Diego Railway Right-of-Way; according to map thereof No. 1189 on file in the office of the County Recorder of said San Diego County;

Excepting therefrom, an easement and right-of-way for road purposes as the same now exist, running in an east and west direction, across said property;

Containing approximately 1.38 acres.
to be used for the following purpose: Tactical and other military purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning October 1, 1943 through June 30, 1944, provided that, unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the unlimited national emergency as declared by the President of the United States in proclamation No. 2487, dated May 27, 1941.

4. The Government shall pay the Lessor rent at the following rate: One and no/100 (\$1.00) Dollars for the term hereof, receipt of which is hereby acknowledged.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Civic Center, San Diego, California, and if given by the Lessor shall be addressed to U. S. Division Engineer, Real Estate Division, Los Angeles, Sub-Office, 621 South Hope Street, Los Angeles, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona-fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

9. 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.

10. The condition of the demised premises is outlined in a Joint Record of Physical Survey which is appended hereto and made a part hereof.

11. It is understood by the Government that The City of San Diego in permitting the use for military purposes of the premises herein described for the merely nominal consideration of \$1.00 per year is doing so as a contribution or gift to the Government in aid of the war effort. This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the Lessor for the acquisition of any estate, right or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration, or have any bearing or effect whatsoever in determining the just compensation payable to the lessor by the Government for any such taking. It is further understood and agreed that the Lessor does not and cannot guarantee that it possesses a clear title to the lots hereby leased and that this lease is made subject to all outstanding rights of third persons.

Paragraph 4 altered and paragraphs 10 and 11 inserted prior to execution hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of :
GLENN RICK Civic Center S.D.
(Address)
GLENN RICK Civic Center
San Diego, California

CITY OF SAN DIEGO, a municipal corporation
By WALTER W. COOPER
Walter W. Cooper City Manager
Lessor (SEAL)

THE UNITED STATES OF AMERICA
By FRED H. JOHNSTON (Contracting Officer)
Fred H. Johnston Chief, Los Angeles
Sub-Office

(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 (Corporate Seal)
Fred W. Sick
(SEAL)

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS
CITY OF SAN DIEGO, a municipal corporation (Resident, Owner or Agent)
HARRY F. HENSON JR. Negotiator

San Diego, California (Location)
1 October 1943 (Date)

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: Approximately 150 feet northeast of West Point Loma Blvd. and adjoining Mission Bay, San Diego, California.
2. OWNER: City of San Diego, a municipal corporation.
3. TOTAL AREA CONTRACTED FOR
LAND 1.38 acres BUILDINGS none
8. Other improvements (Condition of) none
9. REMARKS: Vacant lot adjoining Mission Bay, rough terrain, no large holes, trees or power lines.

CITY OF SAN DIEGO, a municipal corporation
(Owner or Agent)
Walter W. Cooper, City Manager
Civic Center San Diego, California
(Address)

HARRY F. HENSON JR.
Harry F. Henson Jr., Negotiator
406 Commonwealth Bldg.
San Diego, California

I hereby approve the form of the foregoing Lease this 22d day of October, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Assistant City Attorney

H. B. Daniel

RELEASE

The undersigned hereby releases, now and forever, the United States Government from any and all claims for rental that it may have accrued, or may accrue, and any and all other claims it may have, or claim to have, arising out of or incidental to the use and/or occupancy of the following-described property: All of that certain unimproved parcel of real property located approximately 150 feet northeast of West Point Loma Boulevard and adjoining Mission Bay, in the City of San Diego, County of San Diego, State of California, more particularly described as: That portion of Lot 59, Block 103, Ocean Bay Beach lying south and west of that certain unnamed dedicated Roadway as shown on City Engineer's map of said Lot 59 and also lying north of San Diego Railway Right-of-Way. According to map thereof No. 1180 on file in the office of the County Recorder of said San Diego County; excepting therefrom, an easement and right-of-way for road purposes as the same now exist, running in an east and west direction, across said property; containing approximately 1.38 acres, from the 15th day of January 1942 to the 30th day of September 1943, both dates inclusive.

In witness whereof we have caused these presents to be signed this 28th day of October, 1943.

CITY OF SAN DIEGO, a municipal corporation
By WALTER W. COOPER
Walter W. Cooper, City Manager

Witness: FRED W. SICK, City Clerk
Civic Center Admn Bldg. (address) (SEAL)
Fred W. Sick City Clerk
Civic Center Admn. Bldg.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States of America for 1.38 acres northeast of West Point Loma Boulevard in Ocean Bay Beach; being Document No. 346234.

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

By Frances T. Tatten Deputy

No. W 04-193 ENG 1391
Negotiated Lease

LAND LEEASE 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 October, in the year one thousand nine hundred and forty-three by and between City of San Diego, a municipal corporation, whose address is Civic Center, San Diego, California and whose interest in the property hereinafter described is that of fee owner for itself, 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 of that certain unimproved parcel of real property in the City of San Diego, County of San Diego, State of California, more particularly described as:

Lots 10 to 15 inclusive, Block 3, Druckers Subdivision, according to Map thereof No. 1584 filed for record in the office of the County Recorder of said San Diego County, June 26, 1913.

Containing 0.552 acres. to be used for the following purpose: Motor Pool and other Military Purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning 1 October 1943 through June 30, 1944, provided that, unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the unlimited national emergency as declared by the President of the United States in proclamation No. 2487, dated May 27, 1941.

4. The Government shall pay the Lessor rent at the following rate: One and no/100 (\$1.00) Dollars for the term hereof, receipt of which is hereby acknowledged.

5. The Government shall have the right, during the existence of this lease, to

WWC

attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Civic Center, San Diego, California, and if given by the Lessor shall be addressed to U. S. Division Engineer, Real Estate Division, Los Angeles Sub-Office, 621 South Hope Street, Los Angeles, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona-fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

9. 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.

10. The condition of the demised premises is outlined in a Joint Record of Physical Survey which is appended hereto and made a part hereof.

11. It is understood by the Government that the City of San Diego in permitting the use for military purposes of the premises herein described for the merely nominal consideration of \$1.00 per year is doing so as a contribution or gift to the Government in aid of the war effort.

This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the Lessor for the acquisition of any estate, right or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration, or have any bearing or effect whatsoever in determining the just compensation payable to the lessor by the Government for any such taking. It is further understood and agreed that the Lessor does not and cannot guarantee that it possesses a clear title to the lots hereby leased and that this lease is made subject to all outstanding rights of third person.

Portion of Paragraph 2 deleted, and Paragraphs 10 and 11 added prior to execution hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of:

GLENN RICK
(WITNESS) Glenn Rick
San Diego
(ADDRESS) San Diego, California

CITY OF SAN DIEGO, a municipal corporation
By WALTER W. COOPER (SEAL)
Walter W. Cooper, City Manager (LESSOR)

THE UNITED STATES OF AMERICA
By FRED H. JOHNSTON Contracting Officer
Fred H. Johnston Chief, Los Angeles Sub-Office

(If Lessor is a corporation, the following certificate shall be executed by the secretary of 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 (Corporate Seal)

I hereby approve the form of the foregoing Lease, this 20th day of October, 1943.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Assistant City Attorney

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS

CITY OF SAN DIEGO, a municipal corporation (Resident, Owner or Agent)

HARRY F. HENSON JR. Negotiator
San Diego, California (Location)

1 October 1943 (Date)

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: 0.552 acres at northeasterly line of Jupiter St. 280 feet easterly from Nashville St. and Northwest of Point Loma Dairy, San Diego, California.
2. OWNER: City of San Diego, a municipal corporation.
3. TOTAL AREA CONTRACTED FOR
LAND 0.552 acres BUILDINGS none
4. CROPS: (Including orchards) none
5. BUILDINGS: (Condition) none
7. FENCING (Condition, amount, and type) none
8. OTHER IMPROVEMENTS (Condition of) none
9. REMARKS: Level unimproved land, no sidewalks, large holes, pole lines or trees, or other unusual features. Dirt streets.

CITY OF SAN DIEGO, a municipal corporation
By: WALTER W. COOPER (Owner or Agent)
Walter W. Cooper, City Manager
Civic Center, San Diego, California (Address)

HARRY F. HENSON JR.
Harry F. Henson Jr.
Negotiator

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States for land in Druckers Subdivision; being Document No. 346243.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Towner Deputy

WWC

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 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 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 22nd day of December, 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 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: _____

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

Principal

THE CENTURY INDEMNITY COMPANY

By PAUL WOLCOTT Attorney-in-Fact

Surety (SEAL)

ATTEST: _____

STATE OF CALIFORNIA,)

County of San Diego)

ss

On this 22nd day of December, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

(SEAL)

Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 3rd day of January, 1944.

J. F. DuPAUL, 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. 78902 passed and adopted on the 14th day of December, 1943, require and fix the sum of \$8.00 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

Seventh Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 4th day of January, 1944, 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, 1944, to-wit, to and including December 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 Seventh Avenue Lighting District No. 1", filed September 27, 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 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.

ATTEST: _____

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
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK, City Clerk
By AUGUST M. WADSTROM,

Deputy (SEAL)

I hereby approve the form of the foregoing Contract, this 3rd day of January, 1944.

J. F. DuPAUL, 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. 346244.

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

By Francis T. Tanner 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 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 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 22nd day of December, 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, 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: _____

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

Principal

ATTEST: _____

THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT Attorney-in-Fact
Surety (SEAL)

STATE OF CALIFORNIA)
County of San Diego) ss

On this 22nd day of December, A.D., 1943, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 3rd day of January, 1944.

J. F. DuPAUL, 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. 78903 passed and adopted on the 14th day of December, 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 4th day of January, 1944, 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, 1944, to-wit: to and including December 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 Eighth Avenue Lighting District No. 1", filed September 27, 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 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: _____

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

ATTEST: FRED W. SICK, City Clerk

By AUGUST M. WADSTROM, Deputy

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

I hereby approve the form of the foregoing Contract, this 3rd day of January, 1944.

J. F. DuPAUL, 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. 346245.

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 Craft is the owner of N 100 F Lot 1 Block 3, of Reed's Central Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of Jan., 1944, by John Craft, that _____ will, for and in consideration of the permission granted to remove 30 feet of curbing on 29th between Imperial and Commercial, adjacent to the above described property, bind _____ to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at 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 Craft Rebecca Craft (wife) heirs 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 CRAFT

2871 1/2 Imperial Ave.

I HEREBY approve the form of the foregoing agreement this 4th day of January, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

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

On this 4 day of January, A.D. Nineteen Hundred and forty-four before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Craft known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Notary Public in and for the County of San Diego, State of California
My Commission expires Feb. 7, 1944
RECORDED JAN 10 1944 16 min. past 9 A.M. in Book 1603 at page 390 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW
W. J. MCCARTHY

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from John Craft; being Document No. 346277.

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

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That FOLGER ADAM SR., and FOLGER ADAM JR., co-partners doing business under the firm name and style of FOLGER ADAM, as Principal and CENTRAL SURETY AND INSURANCE CORPORATION a corporation organized and existing under and by virtue of the laws of the State of Missouri as Surety, are held and 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 ONE HUNDRED SIXTY-NINE Dollars (\$3,169.00), 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 Folder Adam, their successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of December, 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 materials and gang locking specials required for repairs and alterations to existing 141 cells in the City Jail, 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: E. E. BATES
FOLGER ADAM
By FOLGER ADAM SR. Partner
co-partners doing business as FOLGER ADAM
Principal
CENTRAL SURETY AND INSURANCE CORPORATION (SEAL)
By R. J. HYDE
Surety
Countersigned at San Francisco, California
By A. DOUGLAS MENNIE
Resident Agent

ATTEST: MAURINE MERRILL
I hereby approve the form of the within Bond, this 4th day of January, 1944.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 30th day of December 1943.

WALTER W. COOPER
City Manager

STATE OF ILLINOIS,)
County of Cook) ss

I, Ruth Christensen Notary Public of Cook County, in the State of Illinds, do hereby certify that R. J. Hyde Agent and Attorney in fact of Central Surety and Insurance Corporation, who is personally known to me to be the same person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed, and delivered said instrument, for and on behalf of Central Surety and Insurance Corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Chicago, in said County, this 2nd day of December, A.D. 1943.

RUTH CHRISTENSEN
Notary Public

(SEAL) KNOW ALL MEN BY THESE PRESENTS:
That Central Surety and Insurance Corporation, by L. M. Goodwin, its Vice-President, in pursuance of authority granted by Article III, Section 12, of the By-laws of the said Corporation, which said section has not been amended nor rescinded and of which the following is a true, full and complete copy:
"The President or any Home Office Vice-President, may appoint Resident Vice-Presidents and Resident Assistant Secretaries and Attorneys-in-fact in any State or Country to represent and act on behalf of the Company, but only within the scope of the authority granted to them in writing; and any such Resident Vice-President, Resident Assistant Secretary or Attorney-in-fact may be removed and the authority granted him revoked at any time, by the President, any Home Office Vice-President; the Board of Directors or the Executive Committee." does hereby nominate, constitute and appoint R. J. Hyde, Chicago, Illinois, its true and lawful Attorney-in-fact, to make execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds and undertakings of suretyship, provided no such bond or undertaking shall be in the penalty of more than Three Hundred Fifty Thousand and no/100 (\$350,000.00) Dollars. And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon the said Corporation, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the said Corporation at its office in Kansas City, Missouri, in their own proper persons.
All authority hereby conferred shall expire and terminate without notice at midnight of December 31, 1943.
IN WITNESS WHEREOF the said Vice-President has hereunto subscribed his name and affixed the Corporate Seal of the said Central Surety and Insurance Corporation, this 10th

day of December, A.D. 1942.
Attest; H. J. HUDSON,
Assistant Secretary
(SEAL)

CENTRAL SURETY AND INSURANCE CORPORATION
By L. M. GOODWIN,
Vice-President

STATE OF MISSOURI }
County of Jackson } ss

On this 10th day of December, A.D. 1942, before the subscriber, a Notary Public of the State of Missouri, in and for the County of Jackson, duly commissioned and qualified, came the above named Vice-President of Central Surety and Insurance Corporation, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, depose and saith, that he is the said officer of the Corporation aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of the said Corporation, and that the said Corporate Seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Kansas City, the day and year first above written.

(SEAL) FLORENCE RUSSELL, Notary Public
My commission expires September 5, 1945.

I, the undersigned, Assistant Secretary of Central Surety and Insurance Corporation, do hereby certify that the original power of attorney, of which the foregoing is a full, true and correct copy, is in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 2nd day of December 1943.

(SEAL) H. J. HUDSON Assistant Secretary

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of December, 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 Folger Adam Sr., and Folger Adam Jr., co-partners doing business under the firm name and style of Folger Adam, 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:

All materials and gang locking specials required for repairs and alterations to existing 141 cells in the City Jail, San Diego, California, together with competent supervision for complete installation of one only two-tier row of 25 cells, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 345552, and their bid dated November 15, 1943

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

Twelve Thousand Six Hundred Seventy-six Dollars (\$12,676.00). Said price includes the California State Sales Tax in the amount of \$284.80.

Said contractor agrees to begin delivery of said material within 150 days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of June, 1944.

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:

Twelve Thousand Six Hundred Seventy-six Dollars (\$12,676.00),

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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78848 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

FOLGER ADAM

By FOLGER ADAM SR. Partner

co-partners dba FOLDER ADAM

Contractor

ATTEST: MARTHA L. JOHNSON

I hereby approve the form and legality of the foregoing contract this 4th day of January, 1944.

J. F. DuPAUL, 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 Folger Adam for furnishing gang locking specials for use in City Jail; being Document No. 346278.

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, Sam Marinos is the owner of Lot D Block 97, of Horton Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of January, by Sam Marinos that he will, for and in consideration of the permission granted to remove 16 ft. of curbing on east side of 6th St. between Market St. and Island 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, heirs 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 MARINOS
453 - 6th St.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 5 day of Jan., A.D. Nineteen Hundred and Forty-Four before me, F. J. Kramer, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sam Marinos 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.

F. J. KRAMER

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

(SEAL)

My Commission expires Mar. 19, 1947

I HEREBY approve the form of the foregoing agreement this 6th day of January, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JAN 10 1944 17 min. past 9 A.M. in Book 1619 at page 69 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. 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 Sam Marinos; being Document No. 346285.

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 15th day of December, 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 L. P. POWELL, 2007 "D" Avenue, National City, 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 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>
-----------------------	---------------------------------------

(Combustibles)

Monday..... Both sides of Fifth Avenue, from the south side of "A" Street to the north side of Market Street; the east side of 40th Street to the west side of Euclid Avenue; from the south side of University Avenue to the junction of Euclid Avenue and Home Avenue.

Tuesday..... (Combustibles) Both sides of Fifth Avenue, from A Street to Market Street. (Non-Combustibles) East side of Utah Street to the west side of 33rd Street; from the north side of University Avenue to the canyon rims on the north.

Wednesday..... (Combustibles) Both sides of Fifth Avenue, from A Street to Market Street. (Non-combustibles) East side of Park Boulevard to the west side of Utah Street; from the south side of University Avenue to the north side of Upas Street.

Thursday..... (Combustibles) Both sides of Fifth Avenue, from A Street to Market Street. (Non-combustibles) West side of Sixth Avenue, to the east side of Front Street; from the north side of Pennsylvania Avenue to the canyon rims on the north; west side of Sixth Avenue to the canyon rims on the west; from the north side of Redwood Street to the south side of Pennsylvania Avenue.

Friday..... (Combustibles) Both sides of Fifth Avenue to Market Street; both sides of 13th and 14th Streets, from Russ Boulevard to the north side of Imperial Avenue

2nd & 4th Fridays (Combustibles and Non-combustibles). East side of 32nd Street to the west side of Ozark Street; from Imperial Avenue to the bay.

2nd Fridays... (Non-combustibles) East side of 32nd Street to the east side of Euclid Avenue; from the north side of Broadway to the north side of Imperial Ave.

1st Fridays... (Combustibles and non-combustibles) Encanto and Valencia Park.

The period of this contract shall extend six (6) months from the 15th of December, 1943 to and including June 14, 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. The contractor agrees to deliver said non-combustibles to the reduction works owned by Charles M. Davis at National City, Cal.

(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, 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 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. 78890 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
L. P. POWELL
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 3d day of January, 1944.

J. F. DuPAUL, 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 \$6,300.00
Dated Dec 14 1943

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California
To be paid out of GENERAL GC 272
Memo L. P. POWELL refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with L. P. Powell for collection of City refuse; being Document No. 346288.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francisco T. Tamm Deputy

Procurement Number 8-30068 P 330 05 A 0905-24
No. W 04-193 ENG 1484
Negotiated Lease
LAND 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 November, in the year one thousand nine hundred and Forty-three by and between City of San Diego, a Municipal Corporation whose address is Civic Center, San Diego, California, and whose interest in the property hereinafter described is that of fee owner for itself, 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 of that certain unimproved parcel of real property located at the southerly corner of King and Lieta Streets in the City of San Diego, County of San Diego, State of California, more particularly described as:

Lots 16 to 25 inclusive, Block "C" of Pacific View, according to Map thereof
No. 1497 filed in the Office of the County Recorder of said San Diego County
Containing 0.75 acres.

to be used for the following purpose: Camp Site and other Military Purposes.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority 8-30068 P 330-05 A0905-24 the available balance of which is sufficient to cover cost of same.

3. TO HAVE AND TO HOLD the said premises for the term beginning 1 November 1943 through June 30, 1944, provided that, unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of the termination of the unlimited National Emergency as declared by the President of the United States in Proclamation No. 2487, dated May 27, 1941.

4. The Government shall pay the Lessor rent at the following rate: Fifteen and no/100 (\$15.00) dollars for the term hereof. Payment shall be made at the end of the term hereof, by the Finance Officer, United States Army 450 Mission Street, San Francisco, California.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Civic Center, San Diego, California, and if given by the Lessor shall be addressed to U. S. Division Engineer, Real Estate Division, Los Angeles Sub-Office, 621 South Hope Street, Los Angeles, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona-fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

9. 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.

10. The condition of the demised premises is outlined in a Joint Record of Physical Survey which is appended hereto and made a part hereof.

11. It is understood by the Government that the City of San Diego is permitting the use for military purposes of the premises herein described for the merely nominal consideration of \$15.00 for the term hereof is doing so as a contribution or gift to the Government in aid of the war effort.

This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the Lessor for the acquisition of any estate, right or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration, or have any bearing or effect whatsoever in determining the just compensation payable to the lessor by the Government for any such taking. It is further understood and agreed that the Lessor does not and cannot guarantee that it possesses a clear title to the lots hereby leased and that this lease is made subject to all outstanding rights of third persons.

Paragraphs 10 and 11 inserted prior to execution hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of: HARRY F. HENSON JR.
406 Commonwealth Bldg.
San Diego, Calif.
(Address)

HARRY F. HENSON JR.
406 Commonwealth Bldg.
San Diego, California

CITY OF SAN DIEGO
A Municipal Corporation
By WALTER W. COOPER
WALTER W. COOPER City Manager
Lessor

THE UNITED STATES OF AMERICA,
By FRED H. JOHNSTON
(Contracting Officer)
FRED H. JOHNSTON Chief,
Los Angeles Sub-Office

(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 (Corporate Seal)
Fred W. Sick

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS
CITY OF SAN DIEGO, A MUNICIPAL CORPORATION (Resident, Owner or Agent)
HARRY F. HENSON, JR. Negotiator San Diego, California (Location)
1 November 1943 (Date)

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: 0.75 acres at Southerly corner of King and Lieta Streets, San Diego, California

2. OWNER: City of San Diego, a Municipal Corporation

3. TOTAL AREA CONTRACTED FOR

LAND 0.75 acres BUILDINGS none

9. REMARKS: Level, unimproved land; no sidewalks, no large holes, power lines, or trees, or other unusual features.

CITY OF SAN DIEGO, a Municipal Corporation
By WALTER W. COOPER (Owner or Agent)
Walter W. Cooper, City Manager
Civic Center San Diego, California
(Address)

HARRY F. HENSON JR.
Harry F. Henson, Jr., Negotiator
406 Commonwealth Bldg.
San Diego, California

RESOLUTION NO. 78850

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

That the action of the City Manager in leasing to the United States of America all that certain unimproved parcel of real property located at the southerly corner of King and Lieta Streets, in the City of San Diego, County of San Diego, State of California, more particularly described as Lots 16 to 25, inclusive, Block C of Pacific View, according to Map thereof No. 1497 filed in the office of the County Recorder of said San Diego County, containing 0.75 acres, be, and the same is hereby ratified, confirmed and approved.

BE IT FURTHER RESOLVED, that The City of San Diego does hereby waive and release any claims which it may have against the United States of America by reason of the occupancy of said premises by the United States of America prior to the execution by the City of San Diego of said lease.

I HEREBY CERTIFY the above to be a full, true, and correct copy of Resolution No. 78850 of the Council of the City of San Diego, as adopted by said Council November 23, 1943.

FRED W. SICK City Clerk
By HELEN M. WILLIG Deputy

RELEASE

The undersigned hereby releases, now and forever, the United States Government from any and all claims for rental that may have accrued, or may accrue, and any and all other claims it may have, or claim to have, arising out of or incidental to the use and/or

occupancy of the following described property:

All of that certain unimproved parcel of real property located at the southerly corner of King and Lieta Streets in the City of San Diego, County of San Diego, State of California, more particularly described as: Lots 16 to 25 inclusive, Block "C" of Pacific View, according to Map thereof No. 1497 filed in the Office of the County Recorder of said San Diego County. Containing 0.75 acres.

From the 1st day of April 1943 to the 1st day of November 1943, both dates inclusive.

IN WITNESS WHEREOF, we have caused these presents to be signed this 1st day of November 1943.

CITY OF SAN DIEGO, a Municipal Corporation

WITNESS: FRED W. SICK, City Clerk
Fred W. Sick, City Clerk
Civic Center

By WALTER W. COOPER
Walter W. Cooper City Manager

(Address) Civic Center

(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 Pacific View; being Document No. 346293.

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 1st day of January, 1944, 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 EDWIN J. SNORE 4239 Arizona 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 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 Twelve Hundred Dollars (\$1200.00) per month, to-wit:

Collection Day District or Area of Collection

Monday.....(Alternate collection of combustibles and non-combustibles) From the east side of Euclid Avenue to the east side of 54th Street; from the north side of Thorn Street to the south side of Monroe Avenue; from the north side of Thorn Street to the south side of Home Avenue; from the east side of Euclid Avenue to the east side of 54th Street.

Tuesday.....(Combustibles) From the west side of 28th Street to the west side of Herman Avenue; from the north side of Palm Street to the north side of Upas Street.

Wednesday.....(Combustibles) From the west side of Park Boulevard to the Sixth Avenue canyon; from the south side of Lincoln Street to the north side of Monroe Street; from the south side of Lincoln Street to the Washington Street Extension; from the east side of Maryland Street to the Sixth Avenue Canyon.

Thursday.....(Combustibles) 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.....(Combustibles) From the south side of Imperial Avenue to the Bay; from the east side of 28th Street to the west side of 32nd Street; from the south side of Imperial Avenue to the north side of Ocean View; from the east side of 25th Street to the west side of 28th Street; from the south side of Ocean View to the Bay. From the east side of Sampson to the west side of 28th Street.

Saturday.....(Combustibles) From the north side of Beech Street to the south side of Elm Street; and from the west side of Sixth Avenue to the bay.

The Period of this contract shall extend two (2) months from the date hereof, to-wit: to and including February 29, 1944.

The contractor agrees to deliver said non-combustible refuse 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-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 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 Twelve Hundred Dollars (\$1200.00) 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. 78951 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
By GLENN RICK

EDWIN J. SNORE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 8th day of January, 1944.

J. F. DuPAUL, 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 \$2,400.00

Dated DEC 29 1943

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272.

Memo EDWIN J. SNORE Refuse Collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edwin J. Snore for collection of refuse; being Document No. 346381.

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 1st day of January, 1944, 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:

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 Four Hundred Dollars (\$2400.00) 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 of this contract shall extend six (6) months, beginning January 1, 1944 and ending June 30, 1944, 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, 1944. 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.

(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, 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 Four Hundred Dollars (\$2400.00) 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. 73950 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
By GLENN RICK

FRANK SOSA
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 8th day of January, 1944.

J. F. DuPAUL, 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 \$14,400.00

Dated DEC 29 1943

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo Frank Sosa, refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Frank Sosa for collection of refuse; being Document No. 346382.

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 1st day of January, 1944, 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 M. H. HEISMAN, 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 Twelve Hundred Dollars (\$1200.00) 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 Ave.
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 June 30, 1944.

(2) The contractor agrees to deliver said non-combustible refuse to the reduction works owned by Charles M. Davis at National City, California.

(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 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 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 Twelve Hundred Dollars (\$1200.00) 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. 78949 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
By GLENN RICK

M. H. HEISMAN
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 8th day of January, 1944.

J. F. DuPAUL, 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 \$7,200.00
Dated DEC 29 1943

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272
Memo M. H. HEISMAN Refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with M. H. Heisman for collection of City refuse; being Document No. 346383.

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

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. P. WITHEROW, 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 FOUR HUNDRED SEVENTY-SIX Dollars (\$476.00), 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 12th day of January, 1944.

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 treat with hot asphalt Flumes 9, 10, 11, 12, 12-14, 12-1/2, 16, 18, 20 and 21, Dulzura Conduit, and to restore them to serviceable condition, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST:

J. P. WITHEROW
Principal
AMERICAN SURETY COMPANY OF NEW YORK (SEAL)
By E. V. STARKE Attorney in Fact
Surety

ATTEST:

I hereby approve the form of the within Bond, this 17th day of January, 1944.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 17th day of January 1944.
WALTER W. COOPER City Manager

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

On this 12th day of January, 1944, before me, Grace Lorraine Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared J. P. Witherow personally known to me to be the person whose name _____ 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) GRACE LORRAINE MOORE
Notary Public in and for the County of San Diego,
My Commission expires May 6, 1945 State of California

STATE OF CALIFORNIA)
County of San Diego) ss

On this 12th day of January in the year of 1944 before me Grace Lorraine Moore, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the American Surety Company of New York, and acknowledged to me that he subscribed the name of the American Surety Company of New York thereto, as principal and his own name as Attorney-in-Fact.

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

(SEAL) GRACE LORRAINE MOORE
Notary Public in and for San Diego County
My commission expires May 6, 1945

KNOW ALL MEN BY THESE PRESENTS, That J. P. WITHEROW, 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 NINE HUNDRED FIFTY-ONE Dollars (\$951.00), 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 12th day of January, 1944.

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 treating with hot asphalt Flumes 9, 10, 11, 12, 12-1/4, 12-1/2, 16, 18, 20 and 21, of the Dulzura Conduit, and to restore them to serviceable condition; and

WHEREAS, the aforesaid penal sum of Nine Hundred Fifty-one Dollars (\$951.00), 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.

J. P. WITHEROW
Principal
AMERICAN SURETY COMPANY OF NEW YORK
By E. V. STARKE Attorney in Fact
Surety
(SEAL)

ATTEST:

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

On this 12th day of January, 1944, before me, Grace Lorraine Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared J. P. Witherow personally known to me to be the person whose name _____ 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) GRACE LORRAINE MOORE
Notary Public in and for the County of San Diego,
My Commission expires May 6, 1945 State of California

STATE OF CALIFORNIA)
County of San Diego) ss

On this 12th day of January in the year of 1944 before me Grace Lorraine Moore, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn, personally appeared E. T. Starke known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the American Surety Company of New York, and acknowledged to me that he subscribed the name of the American Surety Company of New York thereto, as principal and his own name as Attorney-in-Fact.

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

and year first above written.

(SEAL)

My commission expires May 6, 1945

GRACE LORRAINE MOORE
Notary Public in and for San Diego County

I HEREBY APPROVE the form of the within Bond, this 17th day of January, 1944.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant

I HEREBY APPROVE the foregoing Bond this 17th day of January, 1944.
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 12 day of January, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and herein-after sometimes designated as the City, and J. P. WITHEROW, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The treatment, with hot asphalt, and restoration to serviceable condition of Flumes 9, 10, 11, 12, 12-1/4, 12-1/2, 16, 18, 20 and 21, of the Dulzura Conduit, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 345980 and provided the City of San Diego does certain preparation work as provided in said specifications.

Said contractor agrees to do and perform all of said work at and for the sum of One Thousand Nine Hundred One and 04/100 Dollars (\$1901.04).

Said contractor agrees to complete said work within fifteen (15) days after notice by the City to start said work; provided, however, additional time will be allowed for any delay occasioned by damp or wet weather, without additional cost to the City.

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 One Thousand Nine Hundred One and 04/100 Dollars (\$1901.04), said sum to be paid as follows:

Upon completion of the work above described, and the acceptance of the same by the City Hydraulic Engineer, 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 Director of Public Works 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 specifications as the same may be interpreted in case of dispute or question by the Hydraulic Engineer 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 Hydraulic Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said Hydraulic 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 this contract as in the judgment of said Hydraulic Engineer may be deemed necessary or expedient, 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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 Hour</u>	<u>Wage per 8 Hour Day</u>
Foreman.....	\$1.375	\$ 11.00
Journeyman.....	1.25	10.00
Journeyman Helper	1.00	8.00

For overtime, and for work performed on Sundays and legal holidays, one and one-half times the above rates.

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 said Hydraulic Engineer unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

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

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its Purchasing Agent, 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

THE CITY OF SAN DIEGO,
By F. M. LOCKWOOD
Purchasing Agent

J. P. WITHEROW
Contractor

I HEREBY APPROVE the form of the foregoing Contract this 17th day of January, 1944.

J. F. DuPAUL, City Attorney,
By H. B. DANIEL
Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. P. Witherow for reconditioning Dulzura Conduit flumes; being Document No. 346431.

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

By Francis T. Tatten Deputy

AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND THE STATE OF CALIFORNIA

This Agreement made and executed this 28th day of December, 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, hereinafter referred to as the "Department".

Recitals.

(a) Under the provisions of the "Defense Highway Act of 1941" the Secretary of the Navy has certified that the construction of a naval access road, to-wit: between Mission Valley Road and the Linda Vista Housing Project via Morena Boulevard and Linda Vista Road designated by the Public Roads Administration as Project DA-NR 39, access road serving the San Diego Naval area, said road being approximately 1.9 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."

(b) It is anticipated that Federal funds will be made available for the cost of constructing said road.

(c). The City desires to cooperate in the financing of the project and in the performance of the required engineering services.

(d) The Department has been designated as the agency to construct said road with Federal and City funds. 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 herein contained the parties agree as follows:

1. The City will contribute the sum of six thousand four hundred eight dollars (\$6,408) toward the cost of said project, said sum to be deposited with the treasurer of the State of California to the credit of the Department within 30 days after execution of this agreement.

2. The City, under supervision of the Department, will perform such engineering services in connection with the planning and construction of this project as are agreed upon.

3. The Department will reimburse the City, from Federal funds approved therefor for its actual direct costs involved in the performance of the engineering services provided for hereunder including the use of City-owned automobiles at the rate of four cents per mile, provided however that the City will not be reimbursed for general overhead expense or other charges ruled ineligible by the Public Roads Administration for reimbursement from Federal funds.

4. The Department will acquire the needed rights of way in the name of the City. In the event it becomes necessary to acquire any portion of the needed rights of way through condemnation proceedings, the Department will convey said portion to the City at such time as the Department receives final judgment in condemnation and can legally do so.

5. When the availability of Federal funds for said project is assured the Department will provide for the construction of said road without expense to the City except as herein provided.

6. After completion of said project, and upon notice of such completion, the City will maintain said road at its own expense 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

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

Prep. 12-14-43 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 Agreement with State Division of Highways for construction and maintenance of a naval access road to Linda Vista; being Document No. 346468.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN PIPE & CASING 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 SIX HUNDRED FIFTY-NINE Dollars (\$659.00), 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 January, 1944.

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:

- 560' - 24" O.D. automatic electric welded steel pipe, in 24' sections, coal tar coated and wrapped; and
- 4 - 24" O.D. Dresser style 38 couplings with 5/16"x 7" middle ring, coal tar primed,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: R. L. MUNDY

SOUTHERN PIPE & CASING CO. (SEAL)
By D. A. STROMSOE Vice President
Principal

ATTEST: _____

THE UNITED STATES GUARANTEE COMPANY
By ESTHER M. DANIELS
Attorney-in-Fact
And DELORUS E. CLARK
Attorney-in-Fact
Surety (SEAL)

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

On this 20th day of January, A.D. 1944, before me, M.S.Banks, 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 Company 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)

My Commission expires Feb. 2, 1947

M. S. BANKS
Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 19th day of January, 1944

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 21st day of January, 1944.

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 January, 1944, 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 SOUTHERN PIPE & CASING 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:

- 560 ft. 24" I.D. or O.D. 1/4" wall automatic electric welded steel pipe, in 24' sections, coal tar coated and wrapped in accordance with AWWA specifications; (AWWA Specifications 7A.6);
- 4 - 24" O.D. Dresser style 38 couplings with 5/16" x 7 middle ring, coal tar primed,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 345977, except pipe shall be in accordance with AWWA Specification 7A.6 instead of Specification 7A.5. Delivery f.o.b. truck and trailer, El Monte Pumping Plant (where truck and trailer can travel under its own power). Delivery of Dresser Couplings is conditioned upon the City furnishing a priority, preferably AAL to assure prompt shipment from the manufacturer.

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

- 560' 24" I.D. or O.D. 1/4" wall automatic electric welded steel pipe @ \$5.48 per ft. \$3068.80
- 4 - 24" O.D. Dresser style 38 couplings @ \$16.60 ea. 66.40
- \$3135.20

Said prices include the California State sales tax.

Said contractor agrees to complete delivery of said material within forty days from and after the date of the execution of this contract, and to complete said delivery on or before the _____ 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 One Hundred Thirty-five and 20/100 Dollars (\$3135.20), said payments to be made as follows:

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

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 60 days; or

- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78977 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

SOUTHERN PIPE & CASING CO. (SEAL)

By D. A. STROMSOE Vice President

Contractor

ATTEST: R. L. MUNDY

I hereby approve the form and legality of the foregoing contract this 19th day of January, 1944.

J. F. DuPAUL, 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 Southern Pipe & Casing Company for welded steel pipe; being Document No. 346491.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 19th day of January, 1944, 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, 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 per month, to-wit:

Collection Day	District or Area of Collection
Monday.....	(Combustibles) East side of 40th Street to the west side of Fairmount Avenue; all south of University Avenue - Lexington Park.
Tuesday.....	(Combustibles and Non-combustibles) Mission Beach, south of El Carmel.
Wednesday.....	(Combustibles and Non-combustibles) Mission Beach, north of El Carmel.
Thursday.....	(Combustibles) South side of Washington Street to dead ends of Falcon, Hawk and Goldfinch Streets; west side of Front Street to dead ends; all of Curlew Street; Reynard Way to Wellborn Street.
Friday.....	(Combustibles) 16th Street to Sampson Street; Imperial Avenue and Ocean View Boulevard to the Bay.

The period of this contract shall extend from the 19th day of January, 1944, to and including the 30th day of June, 1944.

The contractor agrees to deliver said non-combustible refuse 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-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 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. 78981 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
ERYL A. CUMMINGS
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 22d day of January, 1944.

J. F. DuPAUL, 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 \$6,300.00

Dated January 19, 1944

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo E. A. CUMMINGS Rubbish Collection

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. 346495.

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, Hans Saxer & Antoinette Saxer are the owners of Lot 19 & 20, Block 12, of Reed & Hubbel's Subdivision;

NOW, THEREFORE, This Agreement, signed and executed this 17th day of January 1944, by Hans Saxer & Antoinette Saxer that they will, for and in consideration of the permission granted to remove 20 ft. of curbing on National Ave. between 26th Street and 27th Street, adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

HANS SAXER and
ANTIONETTE SAXER
1456 J Street, San Diego, Calif.
J. F. DuPAUL
City Attorney
By HARRY S. CLARK
Deputy City Attorney

I HEREBY approve the form of the foregoing agreement this 19th day of January, 1944.

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

On this 17 day of January, A.D. Nineteen Hundred and Forty-Four, before me, Thelma E. Haverkamp, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hans Saxer and Antoinette Saxer 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) THELMA E. HAVERKAMP
Notary Public in and for the County of San Diego,
State of California
My Commission expires April 28, 1946
RECORDED JAN 24 1944 5 min. past 9 A.M. in Book 1617 at page 358 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.
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 Hans and Antoinette Saxer; being Document No. 346448.
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 building for display of pheasants
and storage house for old furniture and tools.

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

Mary and Daniel Quigley, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots 29 to 34 inclusive Block 17 Subdivision City Heights, located at 3528 Vancouver Avenue;

That we desire to construct a building 14 ft by 24 ft on the above described property

That we, in consideration of approval granted by the City of San Diego to use the building for display of pheasants and storage house for old furniture and tools, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this structure will not be used at any time for commercial purposes which would be in violation of the Zoning Ordinance of the City.

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.

DANIEL QUIGLEY USS Kilty MARY QUIGLEY
c/o P.M. San Francisco, Calif 3528 Van Couver

On this 21st day of January A.D. Nineteen Hundred and forty four, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary Quigley 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) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California
RECORDED JAN 24 1944 5 min. past 9 A.M. in Book 1617 at page 357 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. 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
Agreement with Mary Quigley and Daniel Quigley for building at 3528 Vancouver Avenue;
being Document No. 346481.

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 January, 1944, 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 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:

Collection Day	District or Area of Collection
Monday (Combustibles)	Norma Drive to Dawson Street, including both sides of the street; from the north side of Monroe Avenue 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 Mission Valley.

Tuesday (Combustibles) 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 Mission Valley.

Wednesday (Non-combustibles) From the south side of Lincoln Avenue to Mission Valley; from the west side of Park Boulevard to the canyons on the west;

Thursday (Non-Combustibles) From the north side of Hawthorn Street to the south side of Laurel Street; 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 (Combustibles) 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 period of this contract shall extend from the 3rd day of January, 1944, to and including the 30th day of June, 1944.

The contractor agrees to deliver said non-combustible refuse 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-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 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. 78980 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 22d day of January, 1924.

J. F. DuPAUL, 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 \$6,300.00

Dated JANUARY 3rd 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo JESSE JONES JR. Rubbish collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for collection and removal of City refuse, with Jesse Jones Jr.; being Document No. 346496.

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 17th day of January, 1944, 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, 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:

Collection Day	District or Area of Collection
Monday (Combustibles)	All of Fifth Avenue, from Beech St. to Market Street. (Non-combustibles) Kenmore Terrace to 40th Street; from the north side of Adams Avenue to Mission Valley
Tuesday (Combustibles)	All of Fifth Avenue, from "A" Street to Market Street. (Non-combustibles) From the north side of Palm Street to the south side of Myrtle Avenue; From 28th Street to the canyons.
Wednesday (Combustibles)	All of Fifth Avenue, from Beech Street to Market Street. (Non-combustibles) From the east side of Sixth Avenue to the west side of Park Boulevard; from Upas Street to the south side of Lincoln Avenue.
Thursday (Combustibles)	All of Fifth Avenue, from "A" Street to Market Street. (Non-combustibles) Front Street to Union Street and Wellborn Street; from the south side of Washington Street to the intersection of Curlew Street and Goldfinch Street, and dead ends of Falcon, Goldfinch and Hawk Streets.
Friday (Combustibles)	All of Fifth Avenue, from Beech Street to Market Street. (Non-combustibles) 12th Avenue to 25th Street, Crosby and Sampson Streets, from the south side of Imperial Avenue to the Bay; 13th and 14th Streets, from Russ Boulevard to Imperial Avenue.

The period of this contract shall extend from January 27, 1944 to and including June 30, 1944.

The contractor agrees to deliver said non-combustible refuse to the reduction works owned by Charles M. Davis at National City, Calif.

(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 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 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 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. 79006 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 24th day of January, 1944.

J. F. DuPAUL, 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 hereby 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 \$6,300.00

Dated JANUARY 17 1944

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California
To be paid out of GENERAL GC 272
Memo C. H. YANCY Rubbish collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with C. H. Yancey for collection of City refuse; being Document No. 346497.

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

By Francis T. Tatum Deputy

A G R E E M E N T

Regarding use of garage as living quarters

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

Henrietta V. Charleston, after being first duly sworn, for herself deposes and says; That I am the owner of the hereinafter described real property; Nly thirty five (35) feet of Lot Three (3) and the Nly thirty five (35) feet of the Wly three (3) feet of Lot Two (2) Block Twenty two (22) Subdivision L. W. Kimball's Addition, located at Southwest corner of 26th and Market Streets;

That I desire to alter a garage (under an apartment) on the above described property into living quarters, with a stairway six (6) inches from the property line and have applied for a Zone Variance under Petition No. 2100, dated January 7, 1944;

That I, in consideration of approval granted by the City of San Diego to use the garage as living quarters by Zoning Committee Resolution No. 503, dated January 13, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation,

that six months after hostilities in the present war between the United States of America and any country cease, the garage will then 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.

HENRIETTA V. CHARLESTON
2644 Market St.

On this 17th day of January A.D. Nineteen Hundred and 44, before me, H. C. McLEAN a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henrietta V. Charleston 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, Calif. County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) H. C. McLEAN
Notary Public in and for the County of San Diego,
State of California
My Commission expires Oct. 7, 1946
RECORDED JAN 24 1944 5 min. past 9 A.M. in Book 1609 at page 494 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.
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 with Henrietta V. Charleston regarding use of garage as living quarters; being Document No. 346490.

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 27th day of January, 1944, 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 ARTHUR R. MERICKLE, 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:

Collection Day

District or Area of Collection

Monday (Combustibles) Seventh Avenue, from A Street to Market Street.

(Non-combustibles) East side of Fairmount Avenue to the west side of University Avenue, to the south side of El Cajon Boulevard; east side of 40th Street to the west side of Euclid Avenue; from the north side of El Cajon Boulevard to the south side of Monroe Avenue.

Tuesday (Non-combustibles) From the east side of Utah Street to the west side of 40th Street; from the south side of University Avenue to the north side of Upas Street.

Wednesday (Combustibles and Non-combustibles) Mission Beach.

Thursday (Combustibles) Sixth Avenue to Front Street; from Redwood Street to Walnut Street; Front Street through Reynard Hills, from Laurel Street to Walnut Street; First Avenue to Reynard Way, from Walnut Street to University Avenue.

Friday (Combustibles) Seventh Avenue, from A Street to Market Street.

(Non-combustibles) 26th Street to 32nd Street and dead ends, from Beech Street to Imperial Avenue.

The period of this contract shall extend from January 27, 1944 to and including June 30, 1944.

The contractor agrees to deliver said non-combustible refuse 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-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 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. 79007 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
ARTHUR R. MERICKLE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 28th day of January, 1944.

J. F. DuPAUL, 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 \$6,300.00

Dated January 18 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC-272 Memo ARTHUR R. MERICKLE, Rubbish collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Arthur R. Merickle for collection and removal of City refuse; being Document No. 346580.

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

By Francis T. Patterson Deputy

KNOW ALL MEN BY THESE PRESENTS, that BROWN-BEVIS EQUIPMENT 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 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 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 January, 1944.

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 - "Silent" Hoist made by Silent Hoist Winch & Crane Co., 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: _____
BROWN-BEVIS EQUIPMENT COMPANY
CHARLES M. WEINBERG General Partner
By JOHN A. BEYNON, Attorney in fact
Principal
GREAT AMERICAN INDEMNITY COMPANY
By JULIAN A. GANZ Attorney in fact
Surety (SEAL)
Executed in triplicate

STATE OF CALIFORNIA

County of Los Angeles

On this 17th day of January in the year one thousand nine hundred and forty-four, before me Esther L. Macdonald a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Julian A. Ganz known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL) ESTHER L. MACDONALD
Notary Public in and for the County of Los Angeles
State of California
My Commission will expire July 13, 1946

I hereby approve the form of the within Bond, this 28th day of January, 1944.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 29th day of Jan. 1944.

WALTER W. COOPER
City Manager
By GLENN RICK

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 January, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and BROWN-BEVIS EQUIPMENT 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 - "Silent" Hoist, made by Silent Hoist Winch & Crane Company, with 7-1/2 H.P. motor and accessories, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 346021.

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

1 - hoist\$ 1550.00
Plus California State Sales Tax 38.75
\$ 1588.75

Said contractor agrees to begin delivery of said material within four months from and after the date of the execution of this contract, and receipt of order accompanied by priority in AA series from War Production Board.

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 Eighty-eight and 75/100 Dollars (\$1588.75), said payments to be made as follows:

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

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract. If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed. If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 78976 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
By GLENN RICK
BROWN BEVIS EQUIPMENT CO.,
CHARLES M. WEINBERG General Partner
By JOHN A. BEYNON Attorney in fact
Contractor

ATTEST _____

I hereby approve the form and legality of the foregoing contract this 28th day of January, 1944.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Brown-Bevis Equipment Co. for furnishing hoist; being Document No. 346588.

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

By Francis T. Tatten 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 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 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 25th day of January, 1944.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon LA JOLLA BOULEVARD, between the westerly prolongation of the center line of Genter Street and the southeasterly line of Prospect Street; PROSPECT STREET, between La Jolla Boulevard and the center line of Cave Street; PROSPECT PLACE, between the center line of Cave Street and Blue Bird Lane; GIRARD AVENUE, between Silverado Street and Prospect Street; GIRARD AVENUE, between the northerly line of Prospect Street and a line parallel to and distant 50.00 feet northerly therefrom; HERSCHEL AVENUE, between Silverado Street and Prospect Street; and WALL STREET, between Girard Avenue and Ivanhoe Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

ATTEST: J. A. CANNON
Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice Pres
Principal
THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT Attorney-in-fact
Surety

STATE OF CALIFORNIA,

County of San Diego

} ss.

On this 25th day of January, A.D., 1944, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 31st day of January, 1944.

J. F. DuPAUL, 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. 79023 passed and adopted on the 18th day of January, 1944, 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 1st day of February, 1944, 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 prolongation of the center line of Genter Street and the southeasterly line of Prospect Street;

PROSPECT STREET, between La Jolla Boulevard and the center line of Cave Street;

PROSPECT PLACE, between the center line of Cave Street and Blue Bird Lane;

GIRARD AVENUE, between Silverado Street and Prospect Street;

GIRARD AVENUE, between the northerly line of Prospect Street and a line parallel to and distant 50.00 feet northerly therefrom;

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, 1944, to-wit, to and including December 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 La Jolla Lighting District No. 1", filed November 8, 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 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 (\$1,965.00) 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.

ATTEST: J. A. CANNON

Secretary

(SEAL)

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

THE CITY OF SAN DIEGO

By FRED W. SIMPSON

H. DeGRAFF AUSTIN

PAUL J. HARTLEY

HARLEY E. KNOX

ERNEST J. BOUD

CHAS. C. DAIL

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK City Clerk

(SEAL)

By AUGUST M. WADSTROM

Deputy

I hereby approve the form of the foregoing Contract, this 31st day of January, 1944.

J. F. DuPAUL, 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. 346599.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of February, 1944, 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 MARINE CONSTRUCTION COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, 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 Bulkhead Line is now established for the Bay of San Diego, distant 72.12 feet northwesterly from Government Station No. 186, said point being on the northwesterly line of that five-foot strip of tideland permit area leased to the Richfield Oil Company for a pipeline right-of-way; thence north $56^{\circ} 51'$ west along the said U. S. Bulkhead Line a distance of 872.12 feet, more or less, to the most southerly corner of that tideland area leased to the San Diego Gas & Electric Company; thence at right angles north $33^{\circ} 09'$ east following along the southeasterly line of said area leased to San Diego Gas & Electric Company a distance of 408.86 feet to a point; thence south $55^{\circ} 04' 50''$ east a distance of 393.49 feet to a point; thence south $33^{\circ} 09'$ west a distance of 2.5 feet to a point; thence south $55^{\circ} 04' 50''$ east a distance of 68.47 feet to the point of beginning of a curve concave to the northeast and 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 from which the center of said curve bears north $23^{\circ} 22' 06''$ east, said point also being on the northwesterly boundary line of that said five-foot strip of tideland permit area leased to the Richfield Oil Company; thence south $34^{\circ} 26' 20''$ west along the northwesterly line of said five-foot strip of tideland permit area to the point or place of beginning, containing 351,194 square feet of tideland area.

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 72.12 feet northwesterly from Government Station No. 186; thence at right angles south $33^{\circ} 09'$ west a distance of 265 feet to a point; thence at right angles north $56^{\circ} 51'$ west a distance of 203.82 feet to a point; thence at right angles south $33^{\circ} 09'$ west a distance of 117.51 feet to a point; thence at right angles north $56^{\circ} 51'$ west a distance of 200 feet to a point; thence at right angles south $33^{\circ} 09'$ west a distance of 317.49 feet, more or less, to a point on the U. S. Pierhead Line, as said Pierhead Line is now established for the Bay of San Diego; thence north $56^{\circ} 51'$ west along the said pierhead line a distance of 486.30 feet to a point; thence at right angles north $33^{\circ} 09'$ east a distance of 700 feet to an intersection with the said U. S. Bulkhead Line; thence south $56^{\circ} 51'$ east along the said U. S. Bulkhead Line a distance of 872.12 feet, more or less, to the point or place of beginning, containing 458,324 square feet of bay area.

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

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of twenty-five (25) years, beginning on the 1st day of February, 1944, and ending on the 31st day of January, 1969, 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 hereinabove described as Parcel No. 1;

For the second five (5) years of said term, the sum of three cents (3¢) per square foot per year, for the premises hereinbefore described as Parcel No. 1;

For the last fifteen (15) 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¢) per square foot per year, nor more than six cents (6¢) per square foot per year, for the premises hereinbefore described as Parcel No. 1;

The sum of one hundred fifty dollars (\$150.00) 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 said business.

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

(3) That 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.

It is understood and agreed that upon the taking effect of this lease that certain tideland lease between the parties hereto dated January 1, 1942, shall be in all respects superseded and terminated, save and except as to the payment of any rentals which may have accrued and been unpaid thereunder.

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. VANDEMAN
EMIL KLICKA
WM. E. HARPER
Members of the Harbor Commission
of The City of San Diego

ATTEST: C. F. HAHN
Asst. Secty.

SAN DIEGO MARINE CONSTRUCTION COMPANY
By O. J. HALL

Lessee (SEAL)

I hereby approve the form of the foregoing Lease this 2d day of February, 1944.
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 tidelands lease with San Diego Marine Construction Company; being Document No. 346631.

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, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to 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, Lawrence Humphries is the owner of Lot L, Block 119, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of January 1944, by Lawrence Humphries that I will, for and in consideration of the permission granted to remove 24 feet of curbing on J Street between Second and Third Avenues, 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.

LAWRENCE HUMPHRIES
245 J St. San Diego 1, Calif.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 15th day of January, A.D. Nineteen Hundred and forty four, before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lawrence 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)

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 15th day of January, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JAN 24 1944 5 min. past 9 A.M. in Book 1627 at page 112 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. I. ERB
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 Lawrence Humphries; being Document No. 346404.

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, E. G. Martin is the owner of Lot 11 & 12, Block 55, of Seaman & Choate's;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12 day of January, by E. G. Martin that he will, for and in consideration of the permission granted to remove 22 feet of curbing on Granada 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, _____ heirs 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. G. MARTIN
2003 Granada St.

STATE OF CALIFORNIA,

County of San Diego,

On this 12 day of Jan, A.D. Nineteen Hundred and 44, before me, Lex. Lord a Dep. Co. Clerk in and for said County, residing therein, duly commissioned and sworn, personally appeared E. G. Martin 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.

J. B. McLEES
Clerk of Superior Court San Diego County
California

I HEREBY approve the form of the foregoing agreement this 17th day of January, 1944
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JAN 24 1944 5 min. past 9 A.M. in Book 1627 at page 111 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. I. ERB
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 E. G. Martin; being Document No. 346412.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That THE KARPARK CORPORATION, a corporation organized and existing under the laws of the State of New York, with its principal office at 1028 Connecticut Avenue, N.W., Washington, D.C.; party of the first part, for and in consideration of the sum of TWENTY-SEVEN THOUSAND FORTY-TWO DOLLARS (\$27,042.00), 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 (500) Model H-PPN automatic parking meters, which includes twenty-one (21) 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 June 1st, 1942.

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 aforesaid. 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 31st day of December, 1943.

ATTEST: J. S. WOODHOUSE
Assistant Secretary

THE KARPARK CORPORATION
By E. D. TIMBERLAKE
Vice-President
(SEAL)

DISTRICT OF COLUMBIA:

I, BERNICE JAY 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 31st day of December, 1943.

(SEAL)

BERNICE JAY COLLINS
Notary Public in and for the District of Columbia

My Commission expires JAN. 31, 1948.

RECORDED JAN 28 1944 40 min. past 3 P.M. in Book 1635 at page 21 of Official Records San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
R. N. HOWE
M. CRANE
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 Bill of Sale from The Karpark Corporation for 500 automatic parking meters; being Document No. 346484.

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

By Francis T. Tatum Deputy

A G R E E M E N T

Regarding construction of addition to existing garage for living quarters

STATE OF CALIFORNIA
County of San Diego
City of San Diego

} ss.
Anna E. Owen, after being first duly sworn, for herself deposes and says;
That I am the owner of the hereinafter described real property: Lot Six (6) Block Eight (8) Subdivision Hillcrest Addition, located at 3945 - 4th Avenue;
That I desire to make an addition to an existing garage on the above described property, with no side yard, and have applied for a Zone Variance under Petition No. 2108, dated January 11, 1944;
That I, in consideration of approval granted by the City of San Diego to make the addition and use as living quarters, also a portion of the garage now existing to be used as living quarters by Zoning Committee Resolution No. 511, dated January 20, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the portion of the building used as a garage on the south will remain as a garage and will not be 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.

ANNA E. OWEN
3945 - 4 Ave.

On this 24 day of January A.D. Nineteen Hundred and Forty Four, before me, W.W.Culver a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Anna E. Owen 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)

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

My Commission expires Oct. 2, 1944

RECORDED JAN 28 1944 40 min. past 3 P.M. in Book 1635 at page 26 of Official Records San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
R. N. HOWE
M. CRANE
Copyist County Recorder's Office, S.D. County, Calif.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Anna E. Owen relative to converting a garage into living quarters; being Document No. 346519.

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

By Francis T. Tatum Deputy

A G R E E M E N T

Regarding construction of building 200 ft. long and 75 ft. wide to be used as a cafeteria at Plant No. 1

STATE OF CALIFORNIA
County of San Diego
City of San Diego

} ss.
Consolidated Vultee Aircraft Corporation, after being first duly sworn, for themselves deposes and says;
That we are the lessees from the City of San Diego of the hereinafter described real property; Municipal Tidelands, located at Pacific Highway at Redwood Street adjacent to Right of Way, Lots 91 to 93 in Blocks 267 and 268 Middletown.
That we desire to construct a building 200 ft. long and 75 ft. wide to be used as a cafeteria for Plant No. 1;
That we, in consideration of approval granted by the City of San Diego to construct said building and use as a cafeteria by the Planning Commission in their meeting of

January 19, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war between the United States of America and any country cease, this matter will be brought before the Planning Commission for re-consideration of the architectural design, or the building will be removed from the premises.

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.

(SEAL)

CONSOLIDATED VULTEE AIRCRAFT CORPORATION

C. T. LEIGH

C. T. Leigh, Vice President

3165 Pacific Highway, San Diego, California

On this 25th day of January A.D. Nineteen Hundred and Forty Four, before me, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared _____ 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.

JOSEPHINE NEVINS

(SEAL)

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

My Commission expires April 7, 1947

RECORDED FEB 4 1944 10 min. past 2 P.M. in Book 1631 at page 92 of Official Records,
San Diego Co., Cal. Recorded at request of City Clerk.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Consolidated Vultee Aircraft Corporation regarding cafeteria building at Pacific Highway and Redwood Street; being Document No. 346595.

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 1st day of February, 1944, 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, of Descanso, 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:

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 two (2) years, beginning on the 1st day of March, 1944, and ending on the 28th day of February, 1946, at the following rentals: Ninety Dollars (\$90.00) 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 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, nor shall the lessee be allowed to pump water from the 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 60 days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

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

It is understood and agreed that if the lessee shall make default in the performance

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 79047 of the Council, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

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

I HEREBY APPROVE the form of the foregoing Lease this 2nd day of February, 1944.
J. F. DuPAUL, 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 60 acres of land in Cajon Park; being Document No. 346670.
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 additional kitchen for use of servants

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

Leonard M. Lyons and Ilah Lyons, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Portions of Lots Thirty one (31), Thirty two (32 and Thirty three (33) Block Two (2) Subdivision Park Addition, located at 2828 Maple Street;

That we desire to install a second kitchen in the residence on the above described property and have applied for a Zone Variance under Petition No. 1985, dated October 6, 1943;

That we, in consideration of approval granted by the City of San Diego to install the second kitchen for use of servants, only, by Zoning Committee Resolution No. 496, dated January 13, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the additional kitchen will be used for servants only, and if at any time servant's quarters are rented as a separate rental unit, the second kitchen will then be removed and the building converted to the original condition;

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.

ILAH LYONS
2828 Maple
LEONARD M. LYONS
2828 Maple

On this 21st day of January A.D. Nineteen Hundred and Forty-Four, before me, Walter P. Jones a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leonard M. & Ilah Lyons, 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) WALTER P. JONES Notary Public
Notary Public in and for the County of San Diego,
State of California
My Commission expires June 20, 1945
RECORDED FEB 4 1944 10 min. past 2 P.M. in Book 1634 at page 143 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 with Leonard M. and Ilah Lyons regarding additional kitchen at 2828 Maple Street; being Document No. 346596.

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

HA(CAL-4782)cph-105

THIS CONTRACT, made and entered into this 7th day of January, 1944, between the UNITED STATES OF AMERICA, acting by and through the FEDERAL PUBLIC HOUSING AUTHORITY, hereinafter called the "Government," and 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."

WITNESSETH:

WHEREAS, the Government is engaged in the development of a certain war housing project in the City of San Diego, designated as Project CAL-4782, which will require, as soon as can be constructed, a sewer main not larger than 18" in diameter, from the exist- 36" V.C. sewer, located in Kurtz Street, from the manhole designated as No. 65 on the map hereinafter referred to along the course hereinafter designated; and

WHEREAS, the City plans to install a 30" V.C. sewer main from the existing 36" V.C. sewer line in Kurtz Street at a point therein designated as manhole No. 65 on that certain map on file in the office of the City Engineer of the City of San Diego, entitled "Proposed Collector Sewer in Public Rights of Way in Frontier Street and P.L. 337", etc. prepared by H. W. Jorgensen, bearing changed date 12/29/43, Drawing No. 1093-D, thence from the aforesaid point in the general southwesterly direction along the boundary line

of Government land known as War Housing Project CAL-4679, to a point in Frontier Street designated on the map aforesaid as Proposed Manhole No. 64; thence to install a 27" V.C. sewer main from the aforesaid point on Frontier Street to Proposed Manhole No. 9, all as shown and more particularly set forth on the map aforementioned, which map is hereby referred to and made a part of this contract; and

WHEREAS, the City desires, in order to avoid duplication of sewer systems, that the Government undertake the construction of the 30" main and the 27" main, above described and is willing to pay the Government the difference between the cost of the main required by the Government and the 30" main and the 27" main, which difference in cost is \$23,760.00, and will permit the project sewage to be discharged therein and will maintain said 30" main as part of the City sewer system;

NOW, THEREFORE, in consideration of the payment by the City to the Government as herein provided, the Government will construct the 30" main and the 27" main in accordance with the above mentioned plan, specification and map drawing No. 1093-D, and any title that the Government may have thereto shall vest in the City.

The City agrees to pay the Government forthwith, upon completion of the 30" main and the 27" main, the sum of Twenty-three Thousand Seven Hundred Sixty (\$23,760.00) Dollars.

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.

Non-discrimination in Employment: There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, against any employee or applicant for employment, qualified by training and experience, for work in connection with this contract. The Utility shall include the foregoing provision in all subcontracts for any part of the work of this Contract.

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

CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager (Title)

I hereby approve the form of the foregoing Contract this 7th day of January, 1944.

J. F. DuPAUL City Attorney

By H. B. DANIEL

Assistant City Attorney

FPHA 1108
7-24-42

NATIONAL HOUSING AGENCY FEDERAL PUBLIC HOUSING AUTHORITY

I, FRED W. SICK, hereby certify that I am the City Clerk of The City of San Diego, a Municipal Corporation in the County of San Diego, 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 construction of sewer mains to a certain Defense Housing Development in The City of San Diego (designated as Project CAL-4782), was, at the time of such execution, the duly appointed, 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.

(CORPORATE) FRED W. SICK

(SEAL) Dated at San Diego, California, this 11th day of January, 1944.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Federal Public Housing Authority for construction of sewer main in Kurtz Street; being Document No. 346713.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Treadwell Deputy

HA(CAL-4797)cph-108

THIS CONTRACT, made and entered into this 4th day of January, 1944, between the UNITED STATES OF AMERICA, acting by and through the FEDERAL PUBLIC HOUSING AUTHORITY, hereinafter called the "Government," and 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."

WITNESSETH:

WHEREAS, the Government is engaged in the development of a certain war housing project in the City of San Diego, designated as Project CAL-4797, which will require, as soon as can be constructed, a sewer main not larger than 10" in diameter, from the intersection of Kurtz and Greenwood Streets, in the City of San Diego, thence northeasterly along Greenwood Street for a distance of approximately 965 feet; and

WHEREAS, the City has plans for extending its sewer mains in the future from the intersection of Kurtz and Greenwood Streets by constructing a 30" main at the intersection of Kurtz and Greenwood Streets, thence northeasterly along the center line of Greenwood Street for a distance of approximately 965 feet, in accordance with the revised plan, specification and map drawing of December 7, 1943, No. 1057A-D, on file with the City of San Diego, and a true and correct copy thereof being on file in the Regional Office of the Federal Public Housing Authority in San Francisco, California, which map is hereby referred to and made a part of this contract, and the main to be constructed is hereinafter referred to as the 30" main; and

WHEREAS, the City desires, in order to avoid duplication of sewer systems, that the Government undertake the construction of the 30" main and is willing to pay the Government the difference between the cost of constructing the main required by the Government and the 30" main, which difference in cost is Twenty-two Thousand (\$22,000.00) Dollars, and will permit the project sewage to be discharged therein and will maintain said 30" main as a part of the City sewer system;

NOW, THEREFORE, in consideration of the payment by the City to the Government as herein provided, the Government will construct the 30" main in accordance with the above mentioned plan, specification and map drawing No. 1057A-D, and title thereto shall vest in the City.

The City agrees to pay the Government forthwith, upon completion of the 30" main, the sum of Twenty-two Thousand (\$22,000.00) Dollars.

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.

Non-discrimination in Employment: There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, against any employee or applicant for employment, qualified by training and experience, for work in connection with this contract. The Utility shall include the foregoing provision in all subcontracts for any part of the work of this Contract.

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 JAMES W. RATH

For the Federal Public Housing Commissioner

CITY OF SAN DIEGO

By WALTER W. COOPER

(Title)

I hereby approve the form of the foregoing Contract this 3d day of January, 1944.

J. F. DuPAUL City Attorney

By H. B. DANIEL

Assistant City Attorney

FPHA 1108

7-24-42

NATIONAL HOUSING AGENCY FEDERAL PUBLIC HOUSING AUTHORITY

I, FRED W. SICK, hereby certify that I am the City Clerk of The City of San Diego, a Municipal 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, California and the United States of America for the supplying of sewer facilities to a certain Defense Housing Development at _____ (designated as Project CAL-4797) was, at the time of such execution, a duly elected, qualified, and acting City Manager of The City of San Diego Calif.; 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

(CORPORATE SEAL)

Dated at San Diego, this 6th day of January, 1944.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Federal Public Housing Authority for construction of sewer main along Greenwood Street; being Document No. 346714.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

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

HA(CAL-4737)mph-101

THIS CONTRACT, made and entered into this 26th day of November 1943, 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 300 dwelling units to be located in or near the City of San Diego, (Identification No. CAL-4737), 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 readings 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 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 (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: 1429' West of West Line of Rosecrans St on Midway Dr. North

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.

24. Non-discrimination in Employment: There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, against any employee or applicant for employment, qualified by training and experience, for work in connection with this contract. The Utility shall include the foregoing provisions in all subcontracts for any part of the work of this Contract.

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

SEAL

ATTEST: FRED W. SICK

City Clerk

FPHA 1108

7-24-42

NATIONAL HOUSING AGENCY FEDERAL PUBLIC
HOUSING AUTHORITY

I, FRED W. SICK, hereby certify that I am the City Clerk of THE CITY OF SAN DIEGO, California, 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, California (designated as Project CAL-4737) was, at the time of such execution, a duly elected, qualified, and acting City Manager of said city; 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

(CORPORATE SEAL)

Dated at San Diego, this 20th day of December, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for supplying water to Housing Project CAL-4737 at Rosecrans Street and Midway Drive; being Document No. 346717.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy

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 20th day of November 1943, 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 200 dwelling units to be located in or near the City of San Diego, (Identification No. CAL-4738), 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 readings 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 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 (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: 131' West of West Line of 35th Street on Federal Blvd. South.

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.

24. Non-discrimination in Employment: There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, against any employee or applicant for employment qualified by training and experience, for work in connection with this contract. The Utility shall include the foregoing provision in all subcontracts for any part of the work of this Contract.

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

(SEAL)

ATTEST: FRED W. SICK, City Clerk

FPHA 1108 7-24-42

NATIONAL HOUSING AGENCY FEDERAL PUBLIC
HOUSING AUTHORITY

I, FRED W. SICK, hereby certify that I am the City Clerk of The City of San Diego, California, 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, California (designated as Project CAL-4738) was, at the time of such execution, a duly elected, qualified, and acting City Manager of said City; 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 at San Diego, this 20th day of December, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States of America for supplying water to Housing Project CAL-4738 at 35th Street and Federal Boulevard; being Document No. 346718.

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

By Francis T. Tatten Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 24th day of January, 1944, under and by virtue of the provisions of Division 1, Part 6, Chapter 8, Articles 1, 2, and 3, of the Revenue and Taxation Code of the State of California, as amended, 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:

WHEREAS, certain lands hereinafter described, situated in the County of San Diego, State of California, and also within the boundaries of the City of San Diego, have been tax-deeded to the State of California for delinquent County and City taxes and/or assessments; and

WHEREAS, said tax deeds include taxes levied by said City, the taxes of which are collected by officers of said County; and

WHEREAS, the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego believe that it is for the best interests, both of the County of San Diego and of the City of San Diego, that said property be sold into private ownership, to the end that said lands be restored to the assessment rolls of the parties hereto, or that said lands shall be devoted to public use by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description	Date Sold to State	Cert. No.	Date Deeded To State	Deed No.
CULVERWELL & TAGGART'S ADD. Lots 1 & 2, Block 11	6/28/35	47811	7/15/40	211

NOW, THEREFORE, pursuant to authority granted by Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, said Board of Supervisors hereby gives and grants unto said City of San Diego an option to purchase the above described lands upon the following terms and conditions, to-wit:

1. That said City shall have the right to exercise this option at any time within three years from the date hereof.

2. That this option is given to said City upon the express condition that, at the time said City exercises the same, it shall have a bona fide purchaser for said property ready, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be resold and the title vested as of record in a third party, to the end that said land shall be reestablished on the assessment rolls of the County of San Diego, State of California, or that said property shall be devoted to public use by said City.

3. That this option is given in consideration of the payment by said City to the County of San Diego, by and through the Tax Collector of said County, of the following sums and at the times hereinafter set forth.

Property Description	Down Payment Jan 24, 1944 (as of date of Execution of Agreement)	2nd Payment Jan 24, 1945 (Anniversary Date of Agreement)	3rd Payment Jan 24, 1946 (2nd Anniversary Date of Agreement)	Final Payment (Upon exercise of option)
CULVERWELL & TAGGART'S ADD. Lots 1 & 2, Block 11	\$ 20.76	\$ 20.76	\$ 20.76	\$ 50.00

PROVIDED, HOWEVER, that if said option is exercised prior to the due date of either the second or third payment above specified, such second or third payment, or both as the case may be, shall be canceled, and shall not in that event be due or owing to said County.

4. That said City shall not rent or lease said property, or any portion thereof, to any person, firm or corporation, during the term of this option.

5. That said City shall have the right to exercise this option at any time during the term hereof as to any portion of said property which, as of the date of this agreement, has a separate valuation on the assessment roll of said County.

6. That the price for which said County hereby agrees to sell its tax title to said property to said City shall be the aggregate amount of all payments made by said City pursuant to paragraph 3 hereof.

7. That this option is given The City of San Diego under the terms and conditions of Division 1, Part 6, Chapter 8, Articles 1, 2 and 3 of the Revenue and Taxation Code of the State of California, as amended, and is intended to be and shall be construed as a statutory agreement designed to carry into effect said provisions of said Code and shall have no effect or force otherwise.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Diego, by a resolution duly passed and adopted on the 24th day of January, 1944, has caused this agreement to be executed in quadruplicate, and The City of San Diego has caused this agreement to be executed by its City Manager, pursuant to Resolutions No. 78908 and No. 78909, adopted on the 14th day of December, 1943, authorizing such execution, the day and year first hereinabove written.

(SEAL)
ATTEST: J. B. McLEES, 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
By DAVID W. BIRD
Chairman

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

The undersigned, Sam A. Claggett, Tax Collector of the County of San Diego, State of California, pursuant to Chapter 362, Statutes of 1943, and Chapter 409, Statutes of 1943 (Sec. 3794.2 R. & T. Code), having duly considered the above and foregoing agreement, and compared the same with the records of the County relating to the real property described therein, and being fully advised in the premises, hereby approves said agreement.
Dated January 24, 1944
SAM A. CLAGGETT
Tax Collector of the County of San Diego,
State of California

The undersigned, Harry B. Riley, Controller of the State of California, having duly considered the above and foregoing agreement and being fully advised in the premises, hereby

approved said agreement.
Dated February 3, 1944.

HARRY B. RILEY,
Controller of the State of California
By BERT FOSTER Deputy (SEAL)

I HEREBY APPROVE the form of the foregoing Option Agreement this 18 day of December, 1943.

J. F. DuPAUL
City Attorney

I HEREBY APPROVE the form of the foregoing Option Agreement this 27th day of December, 1943.

THOMAS WHELAN District Attorney
By CARROLL H. SMITH Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded Lands from County Board of Supervisors; being Document No. 346724.

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 Consolidated Vultee Aircraft Corporation, a corporation, has leased from the City of San Diego that portion of the tidelands west of Pacific Highway at the westerly prolongation of Vine Street, and

WHEREAS: Said Corporation desires to construct a temporary Industrial Training Building at the hereinbefore mentioned location, and

WHEREAS: The approval of such construction must be obtained from the Planning Commission of said City, and

WHEREAS: Such Commission is not willing to approve the construction of such a structure as a permanent building at the hereinbefore mentioned location, but is willing to approve such construction for a limited time only. Now, therefor:

For and in consideration of the limited approval granted by The City of San Diego to construct a Temporary Industrial Training Building on the tidelands west of Pacific Highway at the westerly prolongation of Vine Street, the Consolidated Vultee Aircraft Corporation does hereby covenant and agree to and with said The City of San Diego, a Municipal Corporation, that within six months after hostilities in the present war cease, it will resubmit its petition for approval to the Planning Commission and, failing to receive the approval of such Commission, it will diligently and without delay proceed to remove such building from the tidelands of said City.

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.

Executed this 8th day of February, 1944.

CONSOLIDATED VULTEE AIRCRAFT CORPORATION
By C. T. LEIGH
(Officer) Vice President

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
City of San Diego)

On this 8th day of February A.D. Nineteen Hundred and Forty-four, before me, W. E. Reed 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 Vice President of the corporation that executed the within 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, 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. E. REED
Notary Public in and for the County of San Diego
State of California
My Commission expires Jan. 22, 1947
RECORDED FEB 11 1944 5 min. past 4 P.M. in Book 1624 at page 456 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
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 Consolidated Vultee Aircraft Corporation re industrial training building at Pacific Highway and Vine Street; being Document No. 346726.

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 FOR OFFICE AND STORAGE SPACE
AND CONTINUE OPERATION OF WELDING SAND-BLASTING SHOP.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
City of San Diego)

Harmon Bouchey (operator), after being first duly sworn, for himself deposes and says:

That I am the lessee of the hereinafter described real property: Lots Forty three (43) and Forty four (44) Block Two hundred Twenty six (226) Subdivision University Heights, located at 1223 University Avenue;

That I desire to construct an addition for office and storage space on the above described property and to continue operation of a welding sand-blasting shop and have applied for a Zone Variance under application No. 2080, dated December 16, 1943;

That I, in consideration of approval granted by the City of San Diego to construct said addition and continue operating said welding sand-blasting shop by the Zoning Committee Resolution No. 515, dated February 3, 1944; do hereby covenant and agree to and with said

City of San Diego, a Municipal Corporation, that if at any time complaints are made in regard to the noise of the machinery, the operator will eliminate the noise immediately; maximum of 50 employees on 3 shifts; maximum horse power 49 h.p.; and that within six months after hostilities in the present war between the United States of America and any or all countries cease, this welding shop will then be vacated or will be made to comply with the then existing 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.

H. N. BOUCHEY
1223 Uni. Ave.

On this 7 day of February A.D. Nineteen Hundred and Forty Four, before me, Merna Le Page a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. N. Bouchey known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 3-17-47
Merna Le Page
Notary Public in and for the County of San Diego,
State of California
RECORDED FEB 11 1944 5 min. past 4 P.M. in Book 1624 at page 455 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. 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 Harmon Bouchey for constructing office and storage space at 1223 University Avenue; being Document No. 346727.

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

By Francis T. Taran 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, D. D. Williams & Clara S. Williams are the owners of Lots 1 to 6 and 37 to 42 inclusive, Block 280, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of Feb., by D. D. Williams & Clara S. Williams that we will, for and in consideration of the permission granted to remove 35 feet of curbing on Hawthorn between Pacific Highway & and California 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 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.

D. D. WILLIAMS
3594 - 28th St. San Diego
CLARA S. WILLIAMS
3594 - 28th St. San Diego

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

On this 7th day of February, 1944, 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 Clara S. Williams personally known to me to be the person whose name is subscribed to the within instrument, and she duly acknowledged to me that she executed the same.

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 16, 1947
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 8th day of February, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

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

On this 7th day of February, A.D. Nineteen Hundred and forty-four before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. D. Williams known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) My Commission expires March 16, 1947
Clark M. Foote Jr.
Notary Public in and for the County of San Diego,
State of California
RECORDED FEB 11 1944 5 min. past 4 P.M. in Book 1624 at page 454 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. 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 D. D. and Clara S. Williams; being Document No. 346754.

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 FOR OFFICE AND STORAGE SPACE
AND CONTINUE OPERATION OF WELDING SAND-BLASTING SHOP

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.
City of San Diego)

Harriet McCullough, Thomas G. McCullough and Mary E. Hamilton, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Lots Forty three (43) and Forty four (44) Block Two hundred Twenty six (226) Subdivision University Heights, located at 1223 University Avenue;

That we desire to construct an addition for office and storage space on the above described property and to continue operation of a welding sand-blasting shop and have applied for a Zone Variance under application No. 2080, dated December 16, 1943;

That we, in consideration of approval granted by the City of San Diego to construct said addition and continue operating said welding sand-blasting shop by the Zoning Committee Resolution No. 515, dated February 3, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if at any time complaints are made in regard to the noise of the machinery, the operator will eliminate the noise immediately; maximum of 50 employees on 3 shifts; maximum horse power 49 h.p.; and that within six months after hostilities in the present war between the United States of America and any or all countries cease, this welding shop will then be vacated or will be made to comply with the then existing 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.

HARRIET McCULLOUGH
San Marcos, Calif.

THOMAS G. McCULLOUGH
San Marcos, Calif.

MARY E. HAMILTON
Rt. 1 Box 11 El Centro
Calif.

On this 10th day of February A.D. Nineteen Hundred and forty four, before me, Agnes Museth a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harriet McCullough & Thomas G. McCullough 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 Escondido County of San Diego, State of California, the day and year in this certificate first above written.

AGNES MUSETH

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

STATE OF CALIFORNIA,)
County of Imperial) ss.

On this 12th day of February, A.D., 1944, before me, Herbert Lowdermilk a Notary Public in and for said County and State, personally appeared Mary E. Hamilton, known to me, (or proved to me on the oath of _____), 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 the day and year in this certificate first above written.

HERBERT LOWDERMILK

(SEAL) Notary Public in and for said County and State
My Commission expires Aug. 4th 1946

RECORDED FEB 19 1944 45 min. past 10 A.M. in Book 1621 at page 470 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 Agreement from Harriet McCullough et al relative to welding sand-blasting shop at 1223 University Avenue; being Document No. 346781.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY TREPTE CONSTRUCTION COMPANY, UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE MURRAY RESERVOIR OUTLET WORKS, WHICH SAID CONTRACT IS DATED SEPTEMBER 28, 1943, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 345288.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Trepte Construction Company, and which said contract is dated September 28, 1943, and is on file in the office of the City Clerk of said City as Document No. 345288, 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 11, 1944.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on February 15, 1944, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by Trepte Construction 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 15th day of February, 1944.

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk (SEAL)

RESOLUTION NO. 79125

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer of The City of San Diego, dated February 11, 1944, on file with the City Clerk, that the work performed and materials furnished by Trepte Construction Company, under its contract for the construction of the Murray Reservoir Outlet Works, which contract is dated September 28, 1943, and is on file in the office of the City Clerk of said City as Document No. 345288, 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 Trepte Construction Company, under its contract for the construction of the Murray Reservoir Outlet Works, 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 52 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 J. F. DuPaul, City Attorney

By

Assistant City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 15th day of February, 1944, by the following vote, to-wit:

YEAS - Councilmen: Simpson, H.D. Austin, Hartley, Boud, Dail, W.W. Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT- Councilmen: None

ATTEST:

HARLEY E. KNOX

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

(SEAL)

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 79125 of the Council of the City of San Diego, California, as adopted by said Council FEB 15 1944.

FRED W. SICK City Clerk (SEAL)

By AUGUST M. WADSTROM, Deputy

RECORDED FEB 16 1944 5 min. past 9 A.M. in Book 1622 at page 499 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

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 Notice of Completion and Acceptance of Work Performed and Materials Furnished by Trepte Construction Co.; being Document No. 346787.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That JOHNS-MANVILLE SALES 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 THREE HUNDRED SEVENTY-FIVE and no/100 Dollars (\$375.00); lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 9th day of February, 1944.

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: 1600 linear feet 6" Transite water pipe, Class 200, complete with one Simplex Coupling and two rubber rings with each length of 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: S. V. PETERSON

JOHNS-MANVILLE SALES CORPORATION

H. B. HEYN District Manager

Principal

UNITED STATES GUARANTEE COMPANY

By A. J. EGGENBERGER Attorney-in-Fact

And ESTHER M. DANIELS Attorney-in-Fact

ATTEST: (SEAL)

STATE OF CALIFORNIA,

ss.

County of Los Angeles

On this 9th day of February, A.D. 1944, before me, M. S. Banks, a Notary Public in and for the said County and State, personally appeared A. J. Eggenberger and Esther M. Daniels, known to me to be the persons whose names are subscribed to the within Instrument as the Attorneys-in-Fact of United States Guarantee Company 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)

My Commission expires Feb. 2, 1947

M. S. BANKS
Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 11th day of February, 1944.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 11th day of February, 1944.

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 9th day of February, 1944, 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 JOHNS-MANVILLE SALES 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:

1600 linear feet - 6" Transite water pipe, Class 200, complete with one Simplex coupling and two rubber rings with each length of pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 346338.

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

1600 linear feet 6" transite water pipe @ \$0.936 per foot...\$1497.60

Said price includes the California State Sales Tax

Said contractor agrees to begin delivery of said material within 21 days from and after the date of the execution of this contract, and to complete said delivery on or before the 10 day of March, 1944.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Four Hundred Ninety-seven and 60/100 Dollars (\$1497.60), said payments to be made as follows:

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

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may-

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79069 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: J. V. PETERSON

JOHNS-MANVILLE SALES CORPORATION
H. B. HEYN District Manager

Contractor

I hereby approve the form and legality of the foregoing contract this 11th day of February, 1944.

J. F. DuPAUL, City Attorney
By H. B. DANIEL

Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Transite Water Pipe - Johns-Manville Sales Corporation; being Document No. 346791.

FRED W. SICK
City Clerk of the City of San Diego, CaliforniaBy Francis T. Tatten Deputy

PROJECT AGREEMENT--1943-45 BIENNIUM

FIRST SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, a memorandum of agreement for expenditure of funds accruing during the biennium ending June 30, 1945, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the city August 4, 1943, and by the department August 26, 1943, providing for the work described herein as Projects 51 and 52; and

WHEREAS, the city now desires that said agreement be amended and has submitted to the department a supplemental program to provide additional funds for Project 51;

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 the estimated expenditures therefor as listed hereinafter constitute the work included in this agreement;

Project	Location	Miles	Description	Amount
51	State highway routes hereinafter described			
(a) Work by city:				
	Rt. 12 (por. prim)	5.34	General maintenance, except	(city funds)
	Rt. 12 (secondary)	5.19	as described in Project 51	
	Rt. 77	1.23	(b), July 1 1943 to	
	Rt. 200	5.37	June 30, 1945	
	Rt. 2	21.43	Paint traffic stripes	(city funds)
	Rt. 12	14.87		
	Rt. 77	1.23		
	Rt. 200	5.75		
	Rt. 12	10.53	Maintain signs	(city funds)
	Rt. 77	1.23		
	Rt. 200	5.37		
(b) Work by department:				
	Rt. 2	21.43	General Maintenance	\$23,500.00
	Rt. 12 (por. prim)	4.34	July 1, 1943 to	4,340.00
	Rt. 200 (portion)	0.38	June 30, 1945	500.00
	Rt. 2	21.43	Maintain signs	400.00
	Rt. 12 (por. prim)	4.34		100.00
	Rt. 200	0.38		50.00
52	Pacific Highway, Rt. 2, from San Diego River to La Jolla Junction	8.5	Repair joints, re-oil shoulders and resurface portion of pavement	50,000.00
Total				\$78,890.00

The State highway routes to be maintained under Project 51 are described as follows:
Route 2, Primary: Harbor Drive, from south city limits at Division Street to Colton Avenue at Schley Street; along Colton Avenue, from Schley Street to Harbor Drive at Fifth Street; along Harbor Drive, from Fifth Street to Pacific Highway; along Pacific Highway, from Harbor Drive to the north city limits near Sorrento overpass, a length of approximately 21.43 miles.

Route 12, Primary (portion by the city): Twelfth Street, from Market Street, Route 200, 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 5.19 miles for this portion.

Route 77, Secondary: Fairmount Avenue, from El Cajon Avenue, Route 12, to the north city limits near Mission Valley Road, a length of 1.23 miles.

Route 200, Secondary (Portion by the city): Market Street, from Pacific Highway, Route 2, to Thirty-second Street; along Thirty-second Street, from Market Street, to Federal Boulevard; along Federal Boulevard, from Thirty-second Street to city limits at Euclid Avenue, a length of approximately 5.37 miles.

Route 200, Secondary (portion by the department): Federal Boulevard, from city limits at Sixtieth Street to the north city limits near Mallard Street, a length of approximately 0.38 miles.

ARTICLE II. MAINTENANCE

General maintenance of the streets comprising the State highway routes described in Project 51 (a) will be performed by or under the direct supervision of the city.

Maintenance work shall be adequate to keep the roadway, structures, and facilities in the safe and usable condition to which they have been constructed or improved, and provision shall be made for constantly making 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 from the department, the department may enter upon such State highway route and maintain such street with its own forces, and the cost will be defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the city.

The maintenance of route marker shields, mileage, directional, warning, information, and mandatory signs upon the streets comprising the State highway routes described in Project 51 (b), will be performed by or under the direct supervision of the department.

The work described in Project 51(b) may be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in Project 51(b) will be charged for at the rental rates established by the department.

ARTICLE III. CONSTRUCTION

The department will construct or cause to be constructed by or under its direct supervision the improvements described in Project 52, 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 52 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in Project 52 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 203 of the Streets and Highways Code, are available as follows:

Unexpended under Project 18	\$ 1,942.50
Unexpended under Project 20	500.00
Unexpended under Project 26 (a)	445.00
Unexpended under Project 31 (a)	2,500.00
Unexpended under Project 39	436.72
Unexpended under Project 42 (b)	450.67
Accrued and unprogrammed to June 30, 1943	38,140.17
Estimated to accrue, 1943-45 biennium	227,950.00
Total	\$ 272,365.06

The amount of \$78,890.00 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for the projects listed in Article I are estimated amounts, and the actual revenue and the actual cost of the projects may differ from estimated amounts. The approved program may be amended by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

Sufficient money to provide for the adequate maintenance of the State highway routes within the city during the biennium ending June 30, 1945, in addition to the amounts specified herein, will be provided by the city.

The department will pay the cost of the work described in Projects 51(b) and 52 from the funds provided herein.

All funds allocated under the provisions of Section 203 of the Streets and Highways Code in excess of those budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE V. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the city shall submit to the department a statement of expenditures made during the preceding year for the maintenance of the State highway routes described in Project 51 (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 51 (b).

Within sixty days after completion of each item of the budget described in project 52, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE VI. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the city such administrative powers, jurisdiction and authority as are vested by law in the department to regulate and control the streets constituting the designated State highway routes within the city, except that no stop signs, semaphores, or other traffic control signalling devices, route number signs, mileage, directional, warning, information, or mandatory signs shall be installed, or pavement markings or traffic stripes placed 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. Nothing in this paragraph shall be deemed to restrict the right of the city authorities to place and maintain such traffic signs as are necessary to notify traffic of local traffic ordinances or resolutions.

No signs shall be permitted to be installed within or project over the roadway portion beyond the established curb lines of any State highway, and no sign of any kind, except warning signs at railroad crossings, shall be permitted to be suspended over any State highway. An existing sign suspended over the State highway may be permitted to remain in place until in need of repairs or replacement, or until in the opinion of the department it constitutes a hazard to traffic, at which time it shall be removed.

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

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

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 1st day of February, 1944, and the Department on the 9th day of February, 1944.

Approval recommended:
E. E. WALLACE
District Engineer

CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager

L. V. CAMPBELL
Engineer of City and Cooperative Projects
Approved as to form and procedure:
ROBERT E. REED
Attorney

STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS
By J. B. STANDLEY
Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of First Supplemental Memorandum of Agreement for Expenditure of 1/4 cent gas tax for State Highways; being Document No. 346803.

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

By Francis T. Tatum 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 and Vera M. Stubben are the owners of Lot 11, Block 11, of Normal Heights;

NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of February, by Charles and Vera M. Stubben that we will, for and in consideration of the permission granted to remove 12 feet of curbing on Copley between 33rd and Felton, 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.

VERA M. STUBBEN CHARLES STUBBEN
3314 Copley Ave. San Diego, Cal.

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

On this 11 day of February, A.D. Nineteen Hundred and Forty-four before me, Dorothy J. Mead, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Vera M. Stubben and Charles Stubben 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) DOROTHY J. MEAD
My Commission expires Dec. 12, 1945 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 February, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 19 1944 45 min. past 10 A.M. in Book 1640 at page 53 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 Charles and Vera M. Stubben; being Document No. 346780.

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

By Francis T. Tatum Deputy

A G R E E M E N T

REGARDING CONSTRUCTION OF AUXILIARY BUILDING IN
REAR AND REGARDING USE OF SAID BUILDING.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss
City of San Diego)

Clifford Byson and Elda V. Byson, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Five (5) and Six (6) (Northeasterly Fifty (50') feet) Block Forty-nine (49) Subdivision Roseville, located at 1360 Evergreen Street;

That we desire to maintain the existing auxiliary building on the above described property as a shop and storage room and as a wash room with toilet facilities in conjunction;

That we, in consideration of approval granted by the City of San Diego to maintain the shop and storage room on the above described property; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this auxiliary building will never be used as living or sleeping quarters, at any time, and that the windows adjacent to property lines will be fire proofed in compliance with the San Diego Building Code;

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.

CLIFFORD BYSON
1360 Evergreen St.

ELDA V. BYSON
1360 Evergreen St.

On this 14th day of February A.D. Nineteen Hundred and forty-four, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clifford Byson and Elda V. Byson 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)

My Commission expires March 16, 1947

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

RECORDED FEB 19 1944 45 min. past 10 A.M. in Book 1640 at page 52 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 Clifford and Elda V. Byson relative to use of building at 1360 Evergreen Street; being Document No. 346783.

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

By Francis T. Tatten Deputy

No. W 3460 ENG 704

SUPPLEMENTAL AGREEMENT TO DISPENSE WITH
NOTICE OF RENEWAL

THIS SUPPLEMENTAL AGREEMENT entered into this 23rd day of December, 1943, by and between CITY OF SAN DIEGO, a municipal corporation whose address is Civic Center, San Diego, California for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH:

WHEREAS on 1 April, 1942, a lease was entered into between the Lessor and the Government covering 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; for the period 1 April, 1942, to June 30, 1942, with option of renewal annually thereafter to 6 months after the termination of the present emergency, which lease was duly renewed by the Government to June 30, 1944, inclusive;

WHEREAS it is desired to amend said lease to dispense with the service of notice of renewal for each fiscal year, as hereinafter provided;

NOW, THEREFORE, the parties hereto do hereby amend said lease in the following respects and in these only:

1. Provisions 3 and 5 are deleted, effective 1 July 1944 and there is inserted in lieu thereof the following provision numbered 3:

"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1944 through June 30, 1945, provided that, unless and until the Government shall give notice of termination in accordance with provision 12 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the unlimited National Emergency as declared by the President of the United States in Proclamation No. 2487, dated 27 May 1941.

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

WITNESS: FRED W. SICK City Clerk
San Diego Calif Address
Fred W. Sick City Clerk San Diego, Calif.

CITY OF SAN DIEGO, a municipal
corporation
By WALTER W. COOPER
WALTER W. COOPER City Manager (SEAL)
Lessor

KENNETH MOULTON
524 "B" Street, San Diego, Calif.
Kenneth Moulton
Fred W. Sick City Clerk San Diego, Calif.

THE UNITED STATES OF AMERICA
By FRED H. JOHNSTON
(Contracting Officer)
Fred H. Johnston Chief, Los Angeles
Sub-Office

KENNETH MOULTON
524 "B" Street, San Diego, Calif.

(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 Secretary of the corporation named as Lessor in the attached agreement; that Walter W. Cooper, who signed said agreement on behalf of the Lessor, was then City Manager of said corporation; that said agreement 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 (CORPORATE SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement to dispense with notice of renewal lease with United States for 30 acres in Pueblo Lot 1203; being Document No. 346804.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN PIPE & CASING CO., 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 TWO HUNDRED SIXTY-THREE and no/100 Dollars (\$1263.00), 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, 1944.

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:

880 lin. ft. 32" dia. half circles, 1/4" wall,
500 " " 20" I.D. 1/4" wall welded steel pipe, and
100 " " 24-3/8" O.D. 1/4" wall welded steel pipe,
3 pcs 1/2" plate 4' x 8'

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

SOUTHERN PIPE & CASING CO. (SEAL)
R. A. STUMMON Pres.

ATTEST: D. A. STROMSOE

Principal

UNITED STATES GUARANTEE COMPANY (SEAL)
By ESTHER M. DANIELS Attorney-in-Fact
By DELORUS E. CLARK Attorney-in-Fact

STATE OF CALIFORNIA,

ss.

County of Los Angeles

On this 10th day of February, A.D. 1944, before me, M. S. Banks, 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 Company 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. S. BANKS
Notary Public in and for said County and State

My Commission expires Feb. 2, 1947

I hereby approve the form of the within Bond, this 14th day of February, 1944.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 14th day of February 1944.

WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 10 day of February, 1944, 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 SOUTHERN PIPE & CASING 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:

880 lin. ft. 32" dia. half circles, 1/4" wall, in 12 ft. lengths, not coated,
500 " " 20" I.D. 1/4" wall welded steel pipe, in 30 ft. sections,
sandblasted, coal tar coated inside and outside, 15#
asbestos wrapped and whitewashed in accordance with
AWWA Specification 7A.6,
100 " " 24-3/8" O.D. 1/4" wall welded steel pipe, in 25 ft. sections,
sandblasted, coal tar coated inside (AWWA Spec. 7A.6)
red lead paint outside
3 pcs. 1/2" plate 4' x 8'

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 346335.

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

880 lin. ft. 32" dia. half circles @ \$2.20 per ft.....	\$1936.00	
California State Sales Tax.....	48.40	\$1984.40
500 " " 20" I.D. 1/4" wall welded steel pipe @ \$4.77 per ft.	\$2385.00	
California State Sales Tax.....	59.63	2444.63
100 " " 24-3/8" O.D. 1/4" wall welded steel pipe		
@ \$5.47 per ft.....	\$ 547.00	
California State Sales Tax.....	13.68	560.68
3 pcs. 1/2" plate 4' x 8'	@ \$20.00 per plate.....	\$ 60.00
California State Sales Tax.....	1.50	61.50
		\$5051.21

Delivery is conditioned upon furnishing by the City of priority for 74100# of steel.

Said contractor agrees to complete delivery of said material within thirty 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: Five Thousand Fifty-one and 21/100 Dollars (\$5051.21), said payments to be made as follows:

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

when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty(days-months); or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79067 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
SOUTHERN PIPE & CASING CO. (SEAL)
R. A. STUMME Pres.
Contractor

ATTEST: D. A. STROMSOE

I hereby approve the form and legality of the foregoing contract this 14th day of February, 1944.

J. F. DuPAUL, 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 Southern Pipe & Casing Company for furnishing steel pipe; being Document No. 346814.

FRED W. SICK
City Clerk of the City of San Diego, California
By Frances T. Tamm Deputy

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY COMPANY, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED SEVENTY-TWO and no/100 Dollars (\$172.00), 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, 1944.

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: Various cast iron fittings 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. J. DOWD Secty.

WESTERN METAL SUPPLY COMPANY
W. C. SHAW V-P
Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY
By GEO. H. MURCH, Attorney in Fact
Surety

(SEAL) ATTEST:
MAY SHANNON

I hereby approve the form of the within Bond, this 14th day of February, 1944.

J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 14th day of February, 1944.

WALTER W. COOPER
City Manager

STATE OF CALIFORNIA,

County of San Diego

) ss.

On this 10th day of February, before me, Marston Burnham, in the year one thousand nine hundred and forty-four, 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, 1946

MARSTON BURNHAM
Notary Public in and for San Diego County
State of California

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 10th day of February, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Various cast iron fittings, as follows:

Item No.	Name	Kind	Size	Quantity
32	Caps, Gate	C.I.	6"	50
33	" "	C.I.	8"	25
49	Flanges, Extra H	C.I.	6"	2
77	Tails, Meter	C.I.	4 x 3	8
78	" "	C.I.	4"	4
79	" "	C.I.	6"	4
80	" "	C.I.	8"	4
91	Dresser Couplings	C.I.	6"	5
89	Standard Manhole	C.I.	22"	12

Covers and Frames

In accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 346329.

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

Item No.	Price Each	Total Price	Price including Calif. St. Sales Tax.
32	\$ 1.76	\$88.00	\$90.20
33	2.06	51.50	52.79
49	3.15	6.30	6.46
77	11.03	88.24	90.45
78	13.32	53.28	54.61
79	17.98	71.92	73.72
80	25.07	100.28	102.79
91	4.00	20.00	20.50
89	15.93	191.16	195.94
			<u>\$687.46</u>

Said contractor agrees to begin delivery of said material within ten days from and after the date of the execution of this contract, and to complete said delivery on or before 70 days.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Six Hundred Eighty-seven and 46/100 Dollars (\$687.46) said payments to be made as follows:

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

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79072 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

WESTERN METAL SUPPLY COMPANY

W. C. SHAW V.P.

Contractor

(SEAL)

ATTEST: W. J. DOWD Secty.

I hereby approve the form and legality of the foregoing contract this 14th day of February, 1944.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Western Metal Supply Company for furnishing various castiron fittings; being Document No. 346815.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum Deputy

KNOW ALL MEN BY THESE PRESENTS, That WESTERN METAL SUPPLY CO., as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED FIFTY-SEVEN and no/100 Dollars (\$957.00), 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, 1944.

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 water service connections 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.

WESTERN METAL SUPPLY CO.

W. J. SHAW V.P.

Principal

(SEAL)

ATTEST: W. J. DOWD Secty.

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By GEO. H. MURCH, Attorney in Fact

Surety

(SEAL)

ATTEST: MAY SHANNON

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 10th day of February, before me, Marston Burnham, in the year one thousand and nine hundred and forty-four, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Geo. H. Murch known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said Geo. H. Murch duly acknowledged to me that he subscribed the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name as Attorney-in-Fact.

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

MARSTON BURNHAM

Notary Public in and for San Diego County,

State of California

(SEAL)

My Commission expires April 27, 1946

I hereby approve the form of the within Bond, this 14th day of February, 1944.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 14th day of February, 1944.

WALTER W. COOPER

City Manager

CONTRACT

THIS AGREEMENT made and entered into at The City of San Diego, State of California, this 10th day of February, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and WESTERN METAL SUPPLY 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:

Item No.				Number Required
1	Corp. cock, lead	J-75	Mueller H-10002, 3/4"	500
2	Curb cock	J-200	" H-10257, 3/4"	1000
3	Angle, lead	J-224	" H-10219, 3/4"	300
4	Corp. cock	J-1500	" H-15000, 3/4"	1000
5	Fitting	J-1531	" H-15425, 3/4"	400
6	Fitting	J-1535	" H-15450, 3/4"	1000
7	Connection	J-1540	" H-15465, 3/4"	200
8	Connection	J-1545	" H-15480, 3/4"	100
9	Clamps-service		" H-10453, 3/4 x 2	600
10	Clamps-service		" H-10454, 3/4 x 2-1/2	50
11	Nipples-brass		2 x 3	200
12	Nipples-brass		2 x 2	200

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

Item No. 1	@ \$1.11 each	\$ 555.00
Item No. 2	@ \$.81 "	810.00
Item No. 3	@ \$1.31 "	393.00
Item No. 4	@ \$.91 "	910.00
Item No. 5	@ \$.32 "	128.00
Item No. 6	@ \$.32 "	320.00
Item No. 7	@ \$.38 "	76.00
Item No. 8	@ \$.38 "	38.00
Item No. 9	@ \$.56 "	336.00
Item No. 10	@ \$.68 "	34.00
Item No. 11	@ \$.38 "	76.00
Item No. 12	@ \$.28 "	56.00
		<u>\$3732.00</u>

Said prices do not include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within ten days from and after the date of the execution of this contract, and to complete said delivery on or before 60 days.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Three Thousand Seven Hundred Thirty-two and no/100 Dollars
(\$3732.00), plus the sum of \$93.30 to cover the California
State Sales Tax, making a total of \$3825.30,

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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79070 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

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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79068 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER.

City Manager

ATTEST: MARION B. HART

PAUL B. RAYBURN
PAUL B. RAYBURN JR.
co-partners doing business under the firm name
and style of INDUSTRIES SUPPLY COMPANY

Contractor

I hereby approve the form and legality of the foregoing contract this 14th day of February, 1944.

J. F. DuPAUL, 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 Company for furnishing Tube-a-Loy pipe; being Document No. 346817.

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

By Francis T. Tatten 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 _____ a corporation organized and existing under and by virtue of the laws of the State of New York and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED FOUR and no/100 Dollars (\$104.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of February, 1944.

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: Various cast iron fittings in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

PAUL B. RAYBURN
PAUL B. RAYBURN JR.
Co-partners doing business under the firm name
and style of INDUSTRIES SUPPLY COMPANY

Principal

ATTEST: OLIVE WENDORFF

COLUMBIA CASUALTY COMPANY (SEAL)
By A. H. ANDERSON Attorney-in-Fact.
Surety

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

On this 14th day of February, in the year 1944, before me, Benjamin Polak, 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) BENJAMIN POLAK
Notary Public in and for said County and State
My commission expires Jan. 12, 1946

I hereby approve the form of the within Bond, this 14th day of February, 1944.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 14th day of February, 1944.
WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th day of February, 1944, 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 C.I. 4 x 2 tapping saddles
- 12 " 6 x 2 " "
- 12 " 8 x 2 " "
- 6 " 10 x 2 " "
- 6 " 12 x 2 " "
- 6 " 16 x 2 " "
- 5 4" C.I. dresser couplings, No. 38
- 5 6" " " "

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 346329.

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

6 - 4 x 2 tapping saddles	@ \$ 4.15 ea.	\$ 24.90
12 - 6 x 2 " "	@ \$ 5.60 "	67.20
12 - 8 x 2 " "	@ \$ 7.50 "	90.00
6 - 10 x 2 " "	@ \$ 9.00 "	54.00
6 - 12 x 2 " "	@ \$11.00 "	66.00
6 - 16 x 2 " "	@ \$15.90 "	95.40
5 - 4" dresser couplings	@ \$ 3.25 "	16.25
		<u>\$413.75</u>

Said prices include the California State Sales Tax.

Said contractor agrees to complete delivery of said material within 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: Four Hundred Thirteen and 75/100 Dollars (\$413.75), said payments to be made as follows:

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

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79071 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By WALTER W. COOPER

City Manager

PAUL B. RAYBURN

PAUL B. RAYBURN JR.

Co-partners dba INDUSTRIES SUPPLY COMPANY

Contractor

ATTEST: MARION B. HART

I hereby approve the form and legality of the foregoing contract this 14th day of February, 1944.

J. F. DuPAUL, 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 Company for furnishing various cast iron fittings; being Document No. 346818.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances 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, Sparkletts Drinking Water Corporation is the owner of Lot three (3) Block 343, of Old San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of February, 1944, by Sparkletts Drinking Water Corporation that they will, for and in consideration of the permission granted to remove 2 sections 45 feet each of curbing on Congress at the corner of Riley, adjacent to the above described property, bind itself 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 its 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 itself heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

SPARKLETTS DRINKING WATER CORPORATION

G. H. BOLLINGER Secretary

3944 Riley St., San Diego, 10,
California

STATE OF CALIFORNIA,)

) ss.

County of Los Angeles)

On this 10th day of February, A.D. Nineteen Hundred and Forty-four, before me, Edythe J. Berube, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. H. Bollinger known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

EDYTHE J. BERUBE

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

(SEAL)

My Commission expires May 11, 1944

I HEREBY approve the form of the foregoing agreement this 15th day of February, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 19, 1944 45 min. past 10 A.M. in Book 1629 at page 327 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 Curb Removal Agreement from Sparkletts Drinking Water Corporation; being Document No. 346820.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Tatten Deputy

A G R E E M E N T

Regarding use of garage as living quarters

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

ss

James A. Rose, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; Lots Twenty four (24) and Twenty five (25) Block Twelve (12) Subdivision Monte Villa Tract, located at 1066 Turquoise Street;

That I desire to construct an addition to an existing residence on the above described property which is only 41 inches from a garage which has been illegally converted into living quarters, and have applied for a Zone Variance under Application No. 2132, dated January 31, 1944;

That I, in consideration of approval granted by the City of San Diego to build said addition and use garage as living quarters by Zoning Committee Resolution No. 524, dated February 10, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease, the garage which was illegally altered into living quarters and located on the lot line will then 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.

JAMES A. ROSE

Address

On this 10 day of Feb. A.D. Nineteen Hundred and Forty four, before me, Fred C. Way a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James A. Rose known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

FRED C. WAY

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires October 30, 1946 State of California

RECORDED FEB 19 1944 45 min. past 10 A.M. in Book 1629 at page 332 of Official
Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from James A. Rose regarding use of garage as living quarters at 1066 Turquoise Street; being Document No. 346840.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tator Deputy

War Department (Engineers Form No. 429)
Approved as to form by Hqrs. S.O.S. as
Revised November 9, 1942

Contract No. W-04-356E
(S.C.-IX)-8

Hq. Los Angeles Civilian Schools
Area AAFWTTTC, Edgewater Hotel,
Santa Monica, California

CONTRACT FOR PROCUREMENT
of Water
(Proposal & Acceptance)
(No Connection Charge)

Camp Consair, Lindbergh Field, San Diego, San Diego, California
(Station or Premises to be Served) (City) (County) (State)

Premises are: (x) Government-owned

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 212/40905 ESA 1942-44 59-137 P 310-05

Payment will be made by Finance Officer at Los Angeles, California

Estimated Daily Maximum Demand 8,810 cu.ft. Estimated Annual Consumption 3,215,000 cu.ft.
Estimated Annual Cost \$3,820.00

Date November 1, 1943

At the request of the United States City of San Diego, California, Water Department
(Name of Supplier)

offers and agrees to furnish water for the use of the United States at the location shown above in accordance with the terms set forth in General Conditions numbered 1 to 9 inclusive and Special Conditions numbered 1 to 19 inclusive, both attached hereto and made a part hereof.

Contractor City of San Diego, California
Water Department

Address San Diego, California

By WALTER W. COOPER Title City Manager
(Signature of person authorized to sign this contract)

November 1, 1943 (Date)

ACCEPTANCE BY THE GOVERNMENT

Name W. F. DOOLING Title Post Engineer
(Contracting Officer)

W. F. Dooling, Captain, C.E.

1. OFFICIALS NOT TO BENEFIT No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

3. CONVICT LABOR The contractor shall not employ any person undergoing sentence of imprisonment at hard labor. This provision shall not be construed to prevent the contractor or any subcontractor hereunder from obtaining any of the supplies, or any component parts or ingredients thereof, to be furnished under this contract or any of the materials or supplies to be used in connection with the performance of this contract, directly or indirectly, from any Federal, State or territorial prison or prison industry, provided such articles, materials or supplies are not produced pursuant to any contract or other arrangement under which prison labor is hired by or employed or used by any private person, firm or corporation.

4. COVENANT AGAINST CONTINGENT FEES The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

5. ANTI-DISCRIMINATION (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, subcontract is defined as any contract entered into by the contractor with any individual partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract, provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

6. DEFINITIONS Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

7. RENEGOTIATION PURSUANT TO SECTION 403 OF THE SIXTH SUPPLEMENTAL NATIONAL DEFENSE APPROPRIATION ACT, 1942, AS AMENDED.

(a) This contract shall be exempt from statutory renegotiation if the Contractor hereunder is a department, bureau, agency or Governmental corporation of the United States, or any Territory, possession or State or any agency thereof, or any foreign Government or agency thereof.

(b) If (a) above is inapplicable, and the amount of this contract during the life thereof is not more than \$100,000, a contract provision for statutory renegotiation is not included herein but such omission is without prejudice to the applicability of the statute.

(c) If neither (a) nor (b) above is applicable, a contract provision for statutory renegotiation is attached hereto and made part hereof, marked Appendix "A".

8. ASSIGNMENT OF RIGHTS HEREUNDER (a) Claims for monies due or to become due the Contractor from the Government under this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in such financing.

(b) In the event of any such assignment the assignee shall file four signed copies of a written notice of the assignment, together with one copy of the instrument of assignment, with each of the following:

- (i) General Accounting Office;
- (ii) the Contracting Officer;
- (iii) the surety or sureties upon the bond or bonds, if any, in connection with this contract;

(iv) the officer designated in this contract to make payments thereunder.

(c) Any claim under this contract which has been assigned pursuant to the foregoing provisions of this Article may be further assigned and reassigned to a bank, trust company or other financing institution, including any Federal lending agency. In the event of such further assignment or reassignment the assignee shall file one signed copy of a written notice of the further assignment or reassignment together with a true copy of the instrument of further assignment or reassignment with the contractor; and shall file four signed copies of such written notice and one copy of such instrument with each of the parties designated in the preceding paragraph.

(d) No assignee shall divulge any information concerning the contract except to those persons concerned with the transaction.

(e) Payment to an assignee of any claim under this contract shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

(f) Indication of the assignment of claim and of any further assignment thereof and the name of the assignee will be made on all vouchers or invoices certified by the contractor.

9. ALTERATIONS. The following changes were made in this contract before it was signed by the parties hereto:

Paragraph 2 Disputes; Paragraph 7 Renegotiations, and Paragraph 5 Pressure, have been deleted. Paragraph 8 Metering and Billing changed to read "approximately the same day." and Paragraph 17 changed to read "City shall establish uniform."

SPECIAL CONDITIONS

(Procurement of Water-No Connection Charge)

1. TERM OF SERVICE. Water will be furnished commencing November 1st, 1943 and shall continue until further notice. Notice of intention to terminate this contract shall be at the option of the United States and shall be given in writing by the Contracting Officer to the contractor not less than thirty (30) days in advance of the effective date of termination.

2. PROVISION FOR ENLARGED RESERVATION. The service to be furnished under this contract shall be used only in connection with activities within the boundaries of the project as presently located or as such boundaries may be extended in the future.

3. QUALITY OF WATER. The water must be clear, potable and safe for human consumption in accordance with standards adopted by the Treasury Department, June 20, 1925 for drinking and culinary water supplied by common carriers in interstate Commerce and such revisions as may be made therein from time to time.

4. POINT OF DELIVERY. Harbor Drive Station 362 & 98.

6. SUPPLY. The contractor shall furnish the required amount of water through 1 main 16" inches in diameter, located at Camp Consair and the water shall be measured by 1-6" meter of standard manufacture.

7. OWNERSHIP AND MAINTENANCE OF METERS. The meters which are provided for measuring the water furnished under this contract and which are located at Camp Consair are the property of City of San Diego and will be calibrated and maintained by City of San Diego.

8. METERING AND BILLING. Meters will be read monthly on the approximately the same of each month jointly by a representative of the contractor and the Contracting Officer or his representative. The Contractor shall render monthly bills or accounts to the Contracting Officer which shall contain statements of the readings of the meters at the beginning of the month, meter constants, monthly consumption, rates and allowances, if any, in detail. Bills shall be rendered on the basis of monthly consumption, the readings of the meters to be billed separately. In case of error in meter readings, it is mutually agreed that the percentage of error shall apply only to the water used since the date of the meter reading of preceding month.

WWC
WFD

WWC
WFD

9. FAILURE OF METERS TO REGISTER. If the meters fail to register, a daily average will be obtained from the readings taken the previous month when the meter was known to be operating correctly, and this figure used as a basis of payment for the period while the meters are out of order and until repaired.

10. TESTING OF METERS. The meters will be tested at least once each year to satisfaction of the contractor and the Contracting Officer, and will be considered correct if within 2 percent plus or minus. If an error of more than 2 percent is found, the readings and bill for the month previous and the bill for that part of the current month immediately preceding the test shall be corrected by the percentage of error found to exist.

11. REPAIR OF METERS. The contractor shall test, adjust, install, or change water meters when requested in writing in advance by the Contracting Officer, at the actual cost of labor and material plus a fixed charge of None provided that all the actual and necessary maintenance and repairs on the meters and pipe lines which are the property of the contractor shall be done by the contractor at his expense.

12. DEDUCTIONS. It is intended that continuous service will be given under this contract. Where it is necessary for the contractor to interrupt service, arrangements shall be made with the proper military authorities in order that such interruption will least interfere with the service to the United States. If such arrangements are not made, deductions shall be imposed in such amounts as will compensate the United States for securing service from other sources during the time of the interruption.

13. OPTION TO REDUCE MINIMUM CHARGES. In the event of a partial or total shutdown or abandonment of the project, and, as a result thereof, water consumption is curtailed to to less than twenty five percent (25%) of the average consumption for the ninety (90) day period immediately preceding such curtailment then the Government shall have the option to give the contractor ninety (90) days notice after which time the minimum charge indicated in the rate schedule shall not apply, and minimum to be charged shall be in accordance with the rate for the class of service required.

The minimum charge provided in the rate schedule shall apply only to the period beginning one month after date of this contract.

14. UNIT OF MEASURE. The unit of measure shall be 1,000 gallons, 100 cubic feet, 100 cubic meters. (Delete units are not applicable.)

15. RATES. The United States shall pay the contractor monthly the following rates for water furnished: As per rate Ordinance No. 2530 attached.

16. METER SERVICE CHARGE. The United States shall pay to the contractor a monthly service charge for each meter installed by him and in serviceable condition as follows: \$5.50.

17. CHANGE OF RATES. If during the life of this contract the City shall establish uniform rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the contractor hereby agrees to continue to furnish water as stipulated in this contract, and the United States hereby agrees to pay for such water at the higher or lower rates from and after the date when such rates are made effective.

18. PAYMENTS. For and in consideration of the faithful performance of the stipulation of this contract, the contractor shall be paid by the designated disbursing officer for water herein contracted for, at the rates and under the terms and conditions herein set forth; and the contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service. Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for water delivered shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the contractor.

19. MISCELLANEOUS

(certified copy of Ordinance No. 2530 New Series attached to original Document)

HEADQUARTERS

LOS ANGELES CIVILIAN SCHOOLS AREA ARMY AIR FORCES WESTERN
TECHNICAL TRAINING COMMAND 1525 Ocean Front, Santa Monica,
California

CERTIFICATE OF FISCAL OFFICER

The supplies and/or services to be obtained by this contract are properly chargeable to the following allotment, the available balance of which is sufficient to cover the cost thereof. Contract No. W-04-356 E (S.C.IX)-8 ALLOTMENT NO. 212/40905 ESA 1942-44 59-137-05 AMOUNT \$3820 p/a

Signed SAUL BRAVERMAN, 2nd Lt., A.C.
Budget and Fiscal Officer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for furnishing water to Camp Consair, Lindbergh Field; except Ordinance No. 2530 (New Series) recorded in Book 49 at page 215 of Ordinances; being Document No. 346848.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Starnes Deputy

Bond # H11442

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CAST IRON PIPE COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under the laws of the State of New York and authorized under the laws of the State of California to act as sole Surety, as Surety, are held and 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 FORTY-FOUR and no/100 Dollars (\$2,844.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds _____ successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of February, 1944.

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 8600 feet of cast iron water pipe in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

AMERICAN CAST IRON PIPE COMPANY (SEAL)
N. D. MOORE Pres.

ATTEST: C. S. BARR Sec.

Principal

ATTEST: _____

UNITED STATES GUARANTEE COMPANY (SEAL)
 By R. G. HILLMAN Attorney-in-fact
 And DELORUS E. CLARK Attorney-in-fact
 Surety

STATE OF CALIFORNIA)
) ss
 County of Los Angeles)

On this 7th day of February, A.D. 1944, before me, M. S. Banks, a Notary Public in and for the said County and State, personally appeared R. G. Hillman 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 Company 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)

My Commission expires Feb. 2, 1947

M. S. BANKS
 Notary Public in and for said County and State

I hereby approve the form of the within Bond, this 16th day of February, 1944.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I hereby approve the foregoing bond this 16th day of February, 1944.

WALTER W. COOPER

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 7th day of February, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and AMERICAN CAST IRON PIPE COMPANY, 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:

600 ft. 4" B&S Mono-Cast "Enameline" centrifugal pipe, Class 250,
 in 16' lengths for 250 pounds working pressure
 2000 ft. 6" ditto
 600 ft. 8" ditto
 600 ft. 10" ditto
 600 ft. 12" ditto
 400 ft. 4" B&S Mono-Cast "Enameline" centrifugal pipe, Class 150,
 in 16' lengths for 150 pounds working pressure
 2400 ft. 6" ditto
 400 ft. 8" ditto
 600 ft. 10" ditto
 400 ft. 12" ditto

In accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 346332.

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

600' 4" centrifugal pipe, Class 250	@ \$.64 per foot	\$ 384.00
2000' 6" "	" @ \$.98 "	1,960.00
600' 8" "	" @ \$1.523 "	913.80
600' 10" "	" @ \$2.128 "	1,276.80
600' 12" "	" @ \$2.775 "	1,665.00
400' 4" " 150	@ \$.577 "	230.80
2400' 6" "	" @ \$.89 "	2,136.00
400' 8" "	" @ \$1.335 "	534.00
600' 10" "	" @ \$1.805 "	1,083.00
400' 12" "	" @ \$2.285 "	914.00
		<u>\$11,097.40</u>

The above prices are f.o.b. cars San Diego, California, for all rail shipment from contractor's foundries in Birmingham, Alabama, based on present published carload freight rate of \$22.00 per net ton, minimum car 60,000 pounds. Prices do not include the California State Sales Tax.

Contractor agrees to make shipment within five days after receipt of order together with Preference Rating Authorization, and delivery within approximately twenty days after receipt of order.

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 Seventy-four and 85/100 Dollars (\$11,374.85), including the sum of \$277.45 in payment of California State Sales Tax, said payments to be made as follows:

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

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or

manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossible of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79066 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 CAST IRON PIPE COMPANY (SEAL)

N. D. MOORE Pres.

Contractor

ATTEST: C. S. BARR Sec.

I hereby approve the form and legality of the foregoing contract this 16th day of February, 1944.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Cast Iron Pipe Company for cast iron water pipe; being Document No. 346852.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Satten Deputy

A G R E E M E N T

Regarding construction of additional living unit on residence at 3750 38th Street

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

} ss

Giocondo Caporaletti, after being first duly sworn, deposes and says;

That I am the owner of the hereinafter described real property: Lots 34 to 40 inclusive Block 65 Subdivision City Heights, located at 3750 38th Street;

That I desire to build an additional living unit on a residence at 3750 38th Street,

That I, in consideration of approval granted by the City of San Diego to build said additional living unit do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that Lots 34 to 40 inclusive, Block 65, City Heights will be retained or sold as one parcel of land in one ownership, or that they will be sold only as three parcels of land as follows: (1) Lot 34 and the south 21 ft. of Lot 35; (2) the Nly. 4 feet of Lot 35, all of Lots 36, 37, and 38; and the Sly. one foot of Lot 39; (3) the Nly. 24 feet of Lot 39, and Lot 40; all in Block 65, City Heights.

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.

FELICE CAPORALETTI

GIOCONDO CAPORALETTI

R1 Box 706 La Mesa

On this 5th day of February A.D. Nineteen Hundred and Forty Four (1944), before me, Albert L. Griffiths a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Giocondo Caporaletti known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

ALBERT L. GRIFFITHS

(SEAL)

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

My Commission expires Nov. 28, 1945

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 11th day of February before me, P. C. Nyhus a Notary Public in and for said State and County, personally appeared Felice Caporaletti known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

(SEAL) P. C. NYHUS
Notary Public in and for said County and State
My Commission expires November 19, 1944

RECORDED FEB 19 1944 45 min. past 10 A.M. in Book 1627 at page 450 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.

Copyist 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 Giocondo Caporaletti regarding construction of additional living unit; being Document No. 346859.

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 City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to 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, D. Leslie Hopkins is the owner of Lots 15 & 16 Block 27, of Thomas re-subdivision of Hortons Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of February, by D. Leslie Hopkins that he will, for and in consideration of the permission granted to remove 20 feet of curbing on 14th between C and Bdway, adjacent to the above described property, bind himself to, and _____ hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

D. LESLIE HOPKINS
1045 14th St. San Diego, Cal.

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

On this 15th day of February, A.D. Nineteen Hundred and Forty-four, before me, Beulah Smith, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. 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) BEULAH SMITH
Notary Public in and for the County of San Diego,
State of California
My Commission expires March 5, 1946

I HEREBY approve the form of the foregoing agreement, this 18th day of February, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 19 1944 45 min. past 10 A.M. in Book 1643 at page 31 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 D. Leslie Hopkins; being Document No. 346871.

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 17th day of February, 1944, 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 PETER RASK, Jr. and A. C. BUSCHE, Jr., doing business under the firm name and style of HARBOR BOAT COMPANY, 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:

PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Government Station No. 187; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to the true point or place of beginning, said true point being the most southerly corner of that tideland area leased to Hollinger & Millican; thence north 23° 24' 30" east along the southeasterly boundary line of said tideland area leased to Hollinger & Millican, a distance of 253.66 feet to a point; thence south 56° 51' east a distance of 158.14 feet to a point; thence at right angles south 33° 09' west a distance of 250 feet to a point; thence at right angles north 56° 51' west a distance of 115.22 feet to the true point or place of beginning, containing 34,170 square feet of tideland area.

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Government Station No. 187; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to the true point or place of beginning, said true point being the most southerly corner of that tideland area leased to Hollinger & Millican; thence south 56° 51' east a distance of 115.22 feet to a point; thence at right angles south 33° 09' west a distance of 310 feet to a point; thence north 56° 51' west a distance of 75 feet to a point; thence north 25° 45' 27" east a distance of 312.60 feet to the true point or place of beginning.

The lands hereinabove described being shown on the map or plat, designated as Drawing No. 99-B-2, 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 a period of twenty-five (25) years, beginning on the 1st day of February, 1944, and ending on the 31st day of January, 1969, 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 hereinabove described as Parcel No. 1;

For the second five (5) years of said term, the sum of three cents (3¢) per square foot per year, for the premises hereinabove described as Parcel No. 1;

For the last fifteen (15) 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¢) per square foot per year, nor more than six cents (6¢) per square foot per year, for the premises hereinbefore described as Parcel No. 1;

The sum of twenty-five dollars (\$25.00) per month for the premises hereinbefore described as Parcel No. 2.

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

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

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 hereinabove described as Parcel No. 1 shall be used only and exclusively for the purpose of conducting and maintaining thereon a general boat building and boat repairing business, with the right to construct and maintain thereon such marine ways, machine shop for the repair of marine engines, and other structures as may be necessary or convenient for conducting and carrying on the said business.

That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the construction and maintenance thereon of a wharf and ship ways, and such other structures necessary or convenient for conducting and carrying on said business.

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

(3) That 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 lessees shall remove any and all structures, including wharves and ways erected on said premises, at their 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 lessees to be paid compensation for their buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessees, the lessees shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by them on said premises.

(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 lessees will remove any structures or buildings placed or erected on said demised premises by the said lessees as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at their own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(7) It is further stipulated and agreed that this lease is made upon the express condition that the said lessees 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 lessees, as may be required of them 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 lessees.

(8) 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 undertaken by them 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 them to comply with the provisions of this lease in any and all respects wherein the lessees may be in default, then and in that event this lease shall terminate, and said lessees shall have no further rights hereunder, and said lessees shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and 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 hereunder; 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.

(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 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 KLIKA

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

A. C. BUSCHE JR.
PETER RASK JR.

Doing business under the firm name
and style of HARBOR BOAT COMPANY

I hereby approve the form of the foregoing Lease this 17th day of February, 1944.

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 Tidelands Lease with Harbor Boat Company (except certified copy of Resolution No. 79102 and Exhibit A Harbor Department Drawing 99-B-2); being Document No. 346888.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. T. Tamm Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 17th day of February, 1944, 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 PETER RASK, Sr., doing business under the firm name and style of HARBOR BOAT WORKS, 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 Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Government Station No. 187; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to a point; thence south 56° 51' east a distance of 115.22 feet to the true point or place of beginning; thence at right angles north 33° 09' east a distance of 250 feet to a point; thence at right angles south 56° 51' east a distance of 150 feet to a point; thence at right angles south 33° 09' west a distance of 250 feet to a point; thence at right angles north 56° 51' west a distance of 150 feet, to the true point or place of beginning; containing 37,500 square feet of tideland area.

PARCEL NO. 2:

Beginning at the true point or place of beginning in the above-described Parcel No. 1; thence south 56° 51' east a distance of 150 feet to a point; thence south 37° 45' 40" west a distance of 311.01 feet to a point; thence north 56° 51' west a distance of 125 feet to a point; thence north 33° 09' east a distance of 310 feet, to the point or place of beginning.

The lands hereinabove described being shown on the map or plat, designated as Drawing No. 99-B-1, 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 twenty-five (25) years, beginning on the 1st day of February, 1944, and ending on the 31st day of January, 1969, 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 hereinabove described as Parcel No. 1;

For the second five (5) years of said term, the sum of three cents (3¢) per square foot per year, for the premises hereinbefore described as Parcel No. 1;

For the last fifteen (15) 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¢) per square foot per year, nor more than six cents (6¢) 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 said business.

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

(3) That in the event a bulkhead is built and dredging done in 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 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) 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 him 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 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 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 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 KLIKA

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

PETER RASK SR. Doing business under
the firm name and style of
HARBOR BOAT WORKS Lessee

I hereby approve the form of the foregoing Lease this 17th day of February, 1944.

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 Harbor Boat Works (except certified copy of Resolution No. 79032 and Exhibit A, Harbor Department Drawing 99-B-1, attached to and filed with original document) being Document No. 346889.

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

By FT Tamm Deputy

AGREEMENT FOR MODIFICATION OF TIDELAND LEASE

THIS AGREEMENT, made and entered into between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, hereinafter sometimes called the City, and HILL PROPERTIES, INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the second party, WITNESSETH:

WHEREAS, under date of January 1, 1938, the City leased to second party a certain portion of the Harbor Administration Building located at the northeast corner of Broadway and Harbor Street, in said City, for a term ending on the 31st day of December, 1942, which said lease contained a provision that the same might, at the option of the lessee named therein, be renewed for a further period of five years; and

WHEREAS, said option to renew said lease for five years was duly exercised by said second party, and said lease is now in full force and effect; and

WHEREAS, the parties hereto desire to amend said lease by adding thereto a paragraph giving to the lessee therein named an option to renew said lease for an additional period of years;

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

That said lease, beginning on the 1st day of January, 1938, and ending on the 31st day of December, 1947, is hereby amended by adding thereto a paragraph reading as follows:

"At the expiration of the term of this lease, provided the lessee is not at such time in default as to the performance of the terms and conditions herein contained, it shall have the right and option to have this lease extended for an additional period of five (5) years, at a rental to be fixed and determined by the Harbor Department of said City, which rental shall be not less than one hundred fifty dollars (\$150.00) nor more than two hundred fifty dollars (\$250.00) per month; and that at the end of such five-year extension, if the same be made as herein provided for, the lessee shall, if not in default as to any of the terms or provisions contained herein, have the right and option to an additional extension of the term of this lease for five (5) years, at a rental to be fixed and determined by the Harbor Department of said City, which rental shall be not less than one hundred fifty dollars (\$150.00) nor more than three hundred dollars (\$300.00) per month for such extended term."

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 caused this instrument to be executed, and its corporate name and seal to be affixed hereto, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLICKA

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

HILL PROPERTIES INC. Lessee

By A. G. SLATTER

President

(SEAL)
ATTEST:

I hereby approve the form of the foregoing Agreement for Modification of Tideland Lease this 17th day of February, 1944.

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 Agreement for modification of tideland lease with Hill Properties Inc. (except certified copy of Resolution No. 79103 and attached to original Document) being Document No. 346890.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Tamm Deputy

Bond # H11443

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CAST IRON PIPE COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY, a Corporation organized and existing under the laws of the State of New York and authorized under the laws of the State of California to act as sole Surety, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED TWENTY-EIGHT and no/100 Dollars (\$928.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself; its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this ____ day of February, 1944.

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: Various cast iron fittings, 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.

AMERICAN CAST IRON PIPE COMPANY

CLAUDE R. BROWN

ATTEST: MARION L. FARRELL

Principal

ATTEST: _____

UNITED STATES GUARANTEE COMPANY (SEAL)

By R. G. HILLMAN Attorney-in-Fact

And DELORUS E. CLARK Attorney-in-Fact
Surety

STATE OF CALIFORNIA,)
County of Los Angeles) ss

On this 7th day of February, A.D. 1944, before me, M. S. Banks, a Notary Public in and for the said County and State, personally appeared R. G. Hillman 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 Company 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. S. BANKS
Notary Public in and for said County and State
My Commission expires Feb. 2, 1947

I hereby approve the form of the within Bond, this 19th day of February, 1944.
J. F. DuRAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 19th day of February 1944.
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 February, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and AMERICAN CAST IRON PIPE COMPANY 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: various cast iron pipe fittings, as follows:

Item No.	Name	Type	Kind	Size	Quantity
1	Adapters	BF	C.I.	4 x 11	6
2	"	BF	C.I.	6 x 10	6
3	"	BF	C.I.	12" x 12"	2
4	"	SF	C.I.	12 x 48	2
5	"	BF	C.I.	16 x 12	2
6	Bends, 22-1/2°	AB	C.I.	4"	4
7	" 22-1/2°	BS	C.I.	4"	4
8	" 45°	AB	C.I.	4"	2
9	" 45°	BS	C.I.	4"	3
10	" 90°	BS	C.I.	4"	2
11	" 22-1/2°	AB	C.I.	6"	3
12	" 22-1/2°	BS	C.I.	6"	4
13	" 45°	AB	C.I.	6"	1
14	" 45°	FF	C.I.	6" 9.94" C to F	6
15	" 22-1/2°	AB	C.I.	8"	2
16	" 22-1/2°	BS	C.I.	8"	3
17	" 45°	AB	C.I.	8"	4
18	" 45°	BS	C.I.	8"	2
19	" 45°	FF	C.I.	8" 9.94" C to F	4
20	" 90°	AB	C.I.	8"	1
21	" 90°	BS	C.I.	8"	1
22	" 22-1/2°	AB	C.I.	10"	3
23	" 45°	BS	C.I.	10"	3
24	" 45°	AB	C.I.	10"	3
25	" 5-5/8°	AB	C.I.	12"	2
26	" 22-1/2°	AB	C.I.	12"	3
27	" 45°	AB	C.I.	12"	4
28	" 22-1/2°	AB	C.I.	16"	2
29	" 22-1/2°	BS	C.I.	16"	2
30	" 45°	AB	C.I.	16"	4
31	" 45°	BS	C.I.	16"	4
34	Cross	AB	C.I.	8"	1
35	"	AB	C.I.	8 x 6	3
36	"	AB	C.I.	10 x 8	1
37	"	AB	C.I.	16 x 6	1
38	Extension, Hydrant	FF	C.I.	6 x 8	3
39	"			6 x 10	2
40	"			6 x 12	6
41	"			6 x 18	4
42	"			8 x 8	4
43	"			8 x 12	4
44	" Standard	FF	C.I.	4 x 36	4
45	"			6 x 12	1
46	"			6 x 30	1
47	"			6 x 36	2
48	"			8 x 48	2
50	Flanges Blind		C.I.	12"	2
51	Plugs		C.I.	6 x 2	12
52	Reducers Standard	SB	C.I.	8 x 4	4
53	"	FF	C.I.	8 x 6	2 (26" Lg.)
54	"	SS	C.I.	8 x 6	4
55	"	SB	C.I.	8 x 6	2
56	"	SB	C.I.	12 x 10	1
63	Sleeves		C.I.	2" - 8" Lg.	12
64	"			4" - 10" Lg.	24
65	"			6" - 10" Lg.	36
66	"			8" - 12" Lg.	25
67	"			10" - 12" Lg.	6
68	"			16" - 15" Lg.	6
69	"			24" - 15" Lg.	1
70	"			36" - 15" Lg.	1
71	Split			4"	12
72	"			6"	12
73	"			8"	12

Item No.	Name	Type	Kind	Size	Quantity
74	Split			10"	6
75	"			12"	3
76	"			24"	1
81	Tees	AB	C.I.	4"	2
82	"	AB		6"	10
83	"			6 x 4	2
84	"			8 x 4	1
85	"			8 x 6	5
86	"			12 x 6	2
87	"			12 x 8	4
88	"			16 x 6	2

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

Item No.	Price Each	Total Price	State Sales Tax
1	\$ 5.13	\$ 30.78	\$ 31.55
2	\$ 6.68	\$ 40.08	41.08
3	\$ 17.95	\$ 35.90	36.80
4	\$ 32.98	\$ 65.96	67.61
5	\$ 17.95	\$ 35.90	36.80
6	\$ 5.48	\$ 21.92	22.47
7	\$ 4.52	\$ 18.08	18.53
8	\$ 5.48	\$ 10.96	11.23
9	\$ 4.52	\$ 13.56	13.90
10	\$ 5.62	\$ 11.24	11.52
11	\$ 7.68	\$ 23.04	23.62
12	\$ 6.67	\$ 26.68	27.35
13	\$ 7.68	\$ 7.68	7.87
14	\$ 7.01	\$ 42.06	43.11
15	\$ 11.30	\$ 22.60	23.17
16	\$ 9.53	\$ 28.59	29.30
17	\$ 11.30	\$ 45.20	46.33
18	\$ 9.53	\$ 19.06	19.54
19	\$ 10.44	\$ 41.76	42.80
20	\$ 13.40	\$ 13.40	13.74
21	\$ 12.70	\$ 12.70	13.02
22	\$ 14.86	\$ 44.58	45.69
23	\$ 12.83	\$ 38.49	39.45
24	\$ 14.86	\$ 44.58	45.69
25	\$ 21.46	\$ 42.92	43.99
26	\$ 19.49	\$ 58.47	59.93
27	\$ 19.49	\$ 77.96	79.91
28	\$ 38.86	\$ 77.72	79.66
29	\$ 30.73	\$ 61.46	63.00
30	\$ 38.86	\$ 155.44	159.33
31	\$ 35.43	\$ 141.72	145.26
34	\$ 23.62	\$ 23.62	24.21
35	\$ 20.64	\$ 61.92	63.47
36	\$ 28.13	\$ 28.13	28.83
37	\$ 55.82	\$ 55.82	57.22
38	\$ 4.34	\$ 13.02	13.35
39	\$ 4.84	\$ 9.68	9.92
40	\$ 5.34	\$ 32.04	32.84
41	\$ 6.85	\$ 27.40	28.08
42	\$ 6.51	\$ 26.04	26.69
43	\$ 7.93	\$ 31.72	32.51
44	\$ 7.97	\$ 31.88	32.68
45	\$ 5.34	\$ 5.34	5.47
46	\$ 9.77	\$ 9.77	10.01
47	\$ 11.27	\$ 22.54	23.10
48	\$ 16.56	\$ 33.12	33.95
50	\$ 7.35	\$ 14.70	15.07
51	\$ 1.79	\$ 21.48	22.02
52	\$ 7.56	\$ 30.24	31.00
53	\$ 10.60	\$ 21.20	21.73
54	\$ 7.68	\$ 30.72	31.49
55	\$ 9.08	\$ 18.16	18.61
56	\$ 16.57	\$ 16.57	16.98
63	\$ 1.49	\$ 17.88	18.33
64	\$ 3.22	\$ 77.28	79.21
65	\$ 4.32	\$ 155.52	159.41
66	\$ 6.60	\$ 165.00	169.13
67	\$ 7.81	\$ 46.86	48.03
68	\$ 19.36	\$ 116.16	119.06
69	\$ 37.02	\$ 37.02	37.95
70	\$ 89.45	\$ 89.45	91.69
71	\$ 6.37	\$ 76.44	78.35
72	\$ 7.18	\$ 86.16	88.31
73	\$ 11.11	\$ 133.32	136.65
74	\$ 13.19	\$ 79.14	81.12
75	\$ 18.54	\$ 55.62	57.01
76	\$ 54.44	\$ 54.44	55.80
81	\$ 8.77	\$ 17.54	17.98
82	\$ 12.70	\$ 127.00	130.18
83	\$ 11.62	\$ 23.24	23.82
84	\$ 16.19	\$ 16.19	16.59
85	\$ 17.15	\$ 85.75	87.89
86	\$ 29.08	\$ 58.16	59.61
87	\$ 30.10	\$ 120.40	123.41
88	\$ 49.47	\$ 98.94	101.41
		\$ 3612.11	\$3,703.42

Said materials shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 346329.

Said contractor agrees to begin delivery of said material within 36 days from and after the date of the execution of this contract, and to complete said delivery on or before the 15 day of April, 1944.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and

the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Seven Hundred Three and 42/100 Dollars (\$3703.42), 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79073 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 CAST IRON PIPE COMPANY
CLAUDE R. BROWN

ATTEST: MARION L. FARRELL

I hereby approve the form and legality of the foregoing contract this 19th day of February, 1944.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Cast Iron Pipe Company for furnishing various cast iron fittings; being Document No. 346905.

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

By W. T. Patton Deputy

Negotiated Agreement
No. W 59 QM 714

SUPPLEMENTAL AGREEMENT TO DISPENSE WITH
NOTICE OF RENEWAL

THIS SUPPLEMENTAL AGREEMENT entered into this 16th day of December, 1943, by and between The City of San Diego, a Municipal Corporation, in the County of San Diego, State of California whose address is Civic Center, San Diego, California for itself, its successors, and assigns, hereinafter called the Lessor, and The United States of America, hereinafter called the Government, WITNESSETH:

WHEREAS on 30 Oct., 1940, a lease was entered into between the Lessor and the Government covering
PARCEL NO. 1:

Those portions of Pueblo Lots 1314, 1323, 1326, 1330, 1331 and that portion of the south half of Pueblo Lot 1333 of the Pueblo Lands of San Diego, according to the map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 36, in the office of the County Recorder of San Diego County, California, lying westerly

from a line drawn parallel with and distant 100.00 feet westerly from and at right angles to the center line of Pacific Highway as located and established at the date of this lease, between the south line of said Pueblo Lot 1314 and the east and west center line of said Pueblo Lot 1333, EXCEPTING AND RESERVING from this lease the following described lands and rights of way:

(a) All those portions of the south half of said Pueblo Lot 1333 and said Pueblo Lot 1331 included within the exterior boundary lines of Torrey Pines Park;

(b) A parcel of land in Pueblo Lot 1331, particularly described as follows, to-wit:

Commencing at the point of intersection of the north line of said Pueblo Lot 1331 with the westerly line of said Pacific Highway; thence southerly along the westerly line of said Pacific Highway, a distance of 390.00 feet to a point; thence westerly on a line at right angles to the westerly line of said Pacific Highway to a point distant 100.00 feet westerly at right angles from the center line of said Pacific Highway, the true point of commencement; thence southerly on a line parallel with the center line of said Pacific Highway a distance of 200.00 feet to a point; thence westerly on a line at right angles to said last described line to a point distant 50.00 feet westerly from and at right angles to the westerly line of said Pacific Highway; thence northerly on a line parallel with the center line of said Pacific Highway a distance of 200.00 feet to a point; thence easterly on a direct line to the true point of commencement, containing 0.12 of an acre, more or less;

(c) A right of way with the right of ingress and egress for the purposes of operation, maintenance, reconstruction and inspection of the existing water pipe line or lines through, over, and across the east 20.00 feet of the west 25.00 feet of said Pueblo Lots 1314, 1323, 1326 and 1330;

PARCEL NO. 2:

Those portions of Pueblo Lots 1324 and 1325 of the Pueblo Lands of San Diego, according to the said map thereof made by James Pascoe, not included within the exterior boundaries of Torrey Pines Park;

PARCEL NO. 3:

Those portions of said Pueblo Lots 1323 and 1326 lying easterly from a line drawn parallel with and distant 100.00 feet easterly at right angles from the center line of said Pacific Highway through said Pueblo Lots 1323 and 1326, EXCEPTING AND RESERVING from this lease the following described lands:

(a) All that land described in Lease between the City of San Diego, Lessor, and the United States of America, Lessee, filed under Document No. 315131, in the office of the City Clerk of said City of San Diego, lying within said Pueblo Lot 1326;

PARCEL NO. 4:

That portion of said Pueblo Lot 1314 lying easterly from a line drawn parallel with and distant 100.00 feet easterly at right angles from the center line of said Pacific Highway and lying westerly, northwesterly and northerly from the westerly and northwesterly line of Sorrento Road, as located and established at the date of this lease;

PARCEL NO. 5:

That portion of Pueblo Lot 1311 of the Pueblo Lands of San Diego, according to the said map thereof made by James Pascoe, bounded on the north by the north line of said Pueblo Lot 1311, on the west by the west line of said Pueblo Lot 1311, and on the east, southeast and south by the following described line: Commencing at a point on the north line of said Pueblo Lot 1311 distant 100.00 feet westerly at right angles from the west line of Torrey Pines Road, as located and established at the date of this lease, thence southerly and southwesterly on a line parallel and concentric with and distant 100.00 feet westerly and northwesterly from the westerly line of said Torrey Pines Road and the Northwesterly line of La Jolla Shores Drive, as located and established at the date of this lease, EXCEPTING AND RESERVING from this lease the following described right of way:

(a) A right of way with the right of ingress and egress, for the purpose of operation, maintenance, reconstruction and inspection of the existing water pipe line or lines through, over, and across the east 20.00 feet of the west 25.00 feet of said above described portion of said Pueblo Lot 1311; containing in all 710 acres, more or less; for the period 30 Oct., 1940, to June 30, 1941, with option of renewal annually thereafter to 30th day of June, 1945, which lease was duly renewed by the Government to June 30, 1944, inclusive;

WHEREAS it is desired to amend this lease to dispense with the service of notice of renewal for each fiscal year, as hereinafter provided;

NOW, THEREFORE, the parties hereto do hereby amend this lease in the following respects and in these only:

1. Provisions 3 and 5 are deleted effective 1 July 1944 and there is inserted in lieu thereof the following provision numbered 3:

"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1944 through June 30, 1945, provided that, unless and until the Government shall give notice of termination in accordance with provision 13 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond 30 June 1945.

2. Provision 13 reading as follows is added:

"13. The Government reserves the right to cancel this lease or any renewal thereof by giving the lessor ten days' written notice thereof."

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

WITNESS: GLENN RICK
Glenn Rick

THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION (SEAL)

WALTER W. COOPER
Walter W. Cooper, City Manager
Lessor.

THE UNITED STATES OF AMERICA
By FRED H. JOHNSTON
(Contracting Officer)
FRED H. JOHNSTON Chief, Los Angeles Sub-Office

(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 agreement; that Walter W. Cooper, who signed said agreement on behalf of the Lessor, was then City Manager of said corporation; that said agreement 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 (CORPORATE SEAL)
Fred W. Sick

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement to dispense with notice of renewal of lease with United States; being Document No. 346984.

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

By Francis T. Tatten Deputy

WWC

WWC

A G R E E M E N T

Regarding use of a portion of an existing garage as a dwelling

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
City of San Diego)

Edmund L. Walgraeve and Mayme Walgraeve, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property; Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14) Block One hundred ninety eight (198) Subdivision City Heights, located at 4049 - 34th Street;

That we desire to convert a portion of an existing garage building on the above described property into a dwelling, with no side yard and have applied for a Zone Variance under Petition No. 2156, dated February 16, 1944;

That we, in consideration of approval granted by the City of San Diego to use a portion of the garage building as a dwelling by Zoning Committee Resolution, No. 534, dated February 24, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease, this portion of the garage will be vacated and no longer used as living quarters or will be remodeled to comply with the city 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.

EDMUND L. WALGRAEVE
4049 - 34 St.

MAYME WALGRAEVE
4049 - 34th St.

On this 28th day of February A.D. Nineteen Hundred and Forty Four, before me, _____ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edmund L. & Mayme Walgraeve 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

RECORDED MAR 2 1944 4 min. past 9 A.M. in Book 1643 at page 58 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 Agreement with Edmune L. and Mayme Walgraeve to convert a portion of a garage as a dwelling; being Document No. 346992.

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 use of existing garage as living quarters

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss
City of San Diego)

W. R. Howell, after being first duly sworn, for himself deposes and says;

That I am the lessee of the hereinafter described real property; Lots Eleven (11) and Twelve (12) Block Seven (7) Subdivision San Diego Properties Union, located at 1943-45 32nd Street;

That I desire to convert an existing garage on the above described property into living quarters, with no side yard and no rear yard and have applied for a Zone Variance under Petition No. 2069, dated December 7, 1943;

That I, in consideration of approval granted by the City of San Diego to use the garage as living quarters by Zoning Committee Resolution No. 526, dated February 17, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease, the garage on the above described property will then 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.

W. R. HOWELL Lessee's Name
1945 - 32nd St.

On this 22nd day of February A.D. Nineteen Hundred and Forty-four, before me, E.A. Bonnoront a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. R. Howell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) E. A. BONNORONT
Notary Public in and for the County of San Diego
State of California
My Commission expires Nov. 24, 1946

RECORDED MAR 2 1944 4 min. past 9 A.M. in Book 1643 at page 59 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 Agreement with W. R. Howell for converting a garage into living quarters; being Document No. 347028.

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 use of existing garage as living quarters.

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
City of San Diego

ss.

Nellie B. Burnham, after being first duly sworn, for herself deposes and says; That I am the owner of the hereinafter described real property; Lots Eleven (11) and Twelve (12) Block Seven (7) Subdivision San Diego Properties Union, located at 1943-45 32nd Street;

That I desire to convert an existing garage on the above described property into living quarters, with no side yard and no rear yard and have applied for a Zone Variance under Petition No. 2069, dated December 7, 1943;

That I, in consideration of approval granted by the City of San Diego to use the garage as living quarters by Zoning Committee Resolution No. 526, dated February 17, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease, the garage on the above described property will then 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.

NELLIE B. BURNHAM
646 No. Breser Ave.
Baldwin Park, Calif.

On this 26th day of Feb. A.D. Nineteen Hundred and forty-four, before me, Mildred L. Steele a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Nellie B. Burnham 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 Baldwin Park, Los Angeles County, State of California, the day and year in this certificate first above written.

(SEAL) MILDRED L. STEELE
Notary Public in and for the County of Los Angeles,
My Commission expires February 18, 1945 State of California
RECORDED MAR 2 1944 4 min. past 9 A.M. in Book 1643 at page 60 of Official Records,
San Diego Co., Cal. Recorded at request of City Clerk.

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 Nellie B. Burnham for converting garage into living quarters; being Document No. 347029.

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 use of garage as living quarters

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

ss

John S. Brown and Delma Brown, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Two (2) Block Ninety (90) Subdivision Point Loma Heights, located at 4484 Saratoga Street;

That we desire to convert an existing garage on the above described property into living quarters and have applied for a Zone Variance under Petition No. 2147, dated February 9, 1944;

That we, in consideration of approval granted by the City of San Diego to use the garage as living quarters by Zoning Committee Resolution No. 531, dated February 24, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease, we will remove the kitchen of said building and convert to auxiliary living quarters or a garage;

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 S. BROWN
4484 Saratoga
DELMA BROWN
4484 Saratoga

On this 29th day of February A.D. Nineteen Hundred and Forty-four, before me, Agnes G. Ells a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John S. and Delma Brown 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) AGNES G. ELLS
Notary Public in and for the County of San Diego,
State of California

RECORDED MAR 2 1944 4 min. past 9 A.M. in Book 1643 at page 61 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 Agreement with John G. and Delma Brown regarding use of garage as living quarters; being Document No. 347032.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick 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 1st day of March, 1944, 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 EDWIN J. SNORE, 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:

Collection Day	District or Area of Collection
Monday.....	(Alternate collection of combustibles and non-combustibles). From the east side of Euclid Avenue to the east side of 54th Street; from the north side of Thorn Street to the south side of Monroe Avenue; from the north side of Thorn Street to the south side of Home Avenue; from the east side of Euclid Avenue to the east side of 54th Street.

Tuesday.....	From the west side of 28th Street to the west side of Herman Avenue; from the (Combustibles) north side of Palm Street to the north side of Upas Street.
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Wednesday....	From the west side of Park Boulevard to the Sixth Avenue canyon; from the (Combustibles) south side of Lincoln Street to the north side of Monroe Street; from the south side of Lincoln Street to the Washington Street Extension; from the east side of Maryland Street to the Sixth Avenue Canyon.
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Thursday.....	From the north side of Laurel Street to the south side of Redwood Street; (Combustibles) from the west side of Sixth Avenue to the canyons on the west.
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Friday.....	From the south side of Imperial Avenue to the Bay; from the east side of 28th (Combustibles) Street to the west side of 32nd Street; from the south side of Imperial Avenue to the north side of Ocean View Boulevard; from the east side of 25th Street to the west side of 28th Street; and from the east side of Sampson Street to the west side of 28th Street; from the south side of Ocean View Boulevard to the bay.
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The contractor agrees to deliver said non-combustible refuse to the reduction works owned by Charles M. Davis at National City, California.

The period of this contract shall extend from March 1, 1944, to and including June 30, 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 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 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. 79164 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
EDWIN J. SNORE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 3d day of March, 1944.

J. F. DuPAUL, 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 \$4,200.00
Dated February 25, 1944 J. S. BARBER
Auditor and Comptroller of the City of San Diego, California
To be paid out of GENERAL (GC 272)
Memo EDWIN J. SNORE Rubbish contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edwin J. Snore for collection and removal of City refuse; being Document No. 347072.

FRED W. SICK
City Clerk of the City of San Diego, California
By F. T. Tatum 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 Vesta Street, in The City of San Diego; said pipeline to be located therein being along the following described center line:

Beginning at a point on the southwesterly line of Main Street produced across Vesta Street, said point of beginning being 10 feet southeasterly measured at right angles from the center line of Vesta Street; thence northeasterly parallel to and distant 10 feet southeasterly from the center line of Vesta Street, 527 feet, more or less, to a connection with the end of the previously constructed 16 inch pipeline in Vesta Street, at a point on the above-described center line 47 feet, more or less, northeasterly from the northeasterly line of Dalbergia Street.

Said center line is shown upon Sheet 21-b of Drawing DPW-7, consisting of 23 sheets, entitled, "Federal Works Agency, Defense Public Works, Docket Calif. 4-140, Water System, San Diego, Unit 7 - Harbor Front Pipe Line, Plan and Profile - June, 1942," filed in the office of the City Clerk bearing Document No. 346896.

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 mater-

ials, waste, nails and all debris. Wherever possible spoil banks from the excavation shall be piled on the side away from the roadway, 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 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 whereunto by resolution duly authorized this 23rd day of February, 1944.

THE CITY OF SAN DIEGO

By HARLEY E. KNOX

Mayor

ATTEST: FRED W. SICK

City Clerk

(SEAL)

I hereby approve the form and legality of the foregoing Encroachment Permit this 18th day of February, 1944.

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 the United States for water pipeline in Vesta Street; being Document No. 347082.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. T. Tamm Deputy

FWA Form No. W-242 (8-22-42)

LIMITED LEASE OF PERSONAL PROPERTY

Project No. Calif. 4-466

The United States of America (herein called the "Government") hereby leases to THE CITY OF SAN DIEGO (herein called the "Lessee"), upon the terms and conditions and in consideration of the covenants and agreements of the Lessee hereinafter set forth, the following described personal property (herein called the "Leased Property"):

Fire fighting equipment, as more particularly described in FWA Form No. W-264, entitled "Receipt for Property," as amended or supplemented, together with any and all other personal property, or interests therein, now or hereafter acquired by the United States of America, pursuant to proceedings as set forth in the files and records of official Project No. Calif. 4-466, to which reference is hereby made, for the term of one year from the date hereof. The Lessee hereby acknowledges receipt of the Leased Property.

The term of this Lease shall be extended, at the option of the Lessee, without notice, for successive periods of one year each, but in no event beyond the date six months following the termination of the emergency declared by the President on September 8, 1939.

The Lessee covenants and agrees: (1) that it will use the Leased Property during the term of this Lease and each renewal thereof in the manner and for the purpose for which the Leased Property was intended and for which it was acquired by the Government and delivered to the Lessee; (2) that, at its own expense, it will maintain and keep the Leased Property in good repair and operating condition, and immediately upon the termination of this Agreement as herein provided will return the same to the Government in as good condition and state of repair as the Leased Property is now in, reasonable wear and tear and loss or damage caused by act of God or war excepted; (3) that it will pay all costs of operation of the Leased Property and all expense and liability incurred in connection therewith, including the purchase of necessary tools and equipment; (4) that it will not assign or transfer its rights or interest under this Lease, or transfer possession or dispose of the Leased Property, or create or permit a lien or charge upon or claim against the Leased Property or any part thereof, without the consent of the Government; (5) that in so far as it can lawfully do so, it will save the Government harmless from any liability or claim arising from the Lessee's possession, use, maintenance or operation of the Leased Property and (6) that it will grant to the Government free access at all reasonable times to the Leased Property for inspection and examination.

This Lease may be terminated at any time by either of the parties hereto upon thirty days' written notice to the other party. This Lease may be cancelled by the Government at any time without notice in the event that the Lessee defaults in the performance of any of its obligations hereunder.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

ATTEST: ELLA V. WEST Feb. 23 1944 (SEAL)

UNITED STATES OF AMERICA

By PHILIP B. FLEMING

Federal Works Administrator

ATTEST: FRED W. SICK City Clerk (SEAL)

THE CITY OF SAN DIEGO (Lessee)

By WALTER W. COOPER

City Manager

CERTIFICATE OF RECORDING OFFICER

I do hereby certify that I am the duly qualified and acting recording officer and keeper of the records of the Lessee referred to in the LIMITED LEASE OF PERSONAL PROPERTY on the preceding page, including the journal of proceedings of the Lessee's governing body, and hold the office indicated beneath my signature to this certificate; that said LIMITED LEASE OF PERSONAL PROPERTY has been compared by me with, and is a true, correct and complete counterpart of, the lease which was finally approved and whose execution was authorized by the governing body of the Lessee at a meeting held on the 4th day of January, 1944; that

such meeting was duly convened and held in all respects according to law, to the extent required by law due and proper notice of such meeting was given, a legal quorum was present throughout the meeting, a legally sufficient number of the members of the Lessee's governing body voted in the proper manner to approve and authorize the execution of said Lease, and all other requirements and proceedings under the law incident to the approval and the authorization of the execution of said Lease were duly fulfilled, carried out, and otherwise observed; and that said Lease was duly executed by the officers of the Lessee authorized to execute the same and the seal of the Lessee was duly affixed thereto (if the Lessee has a seal), all in accordance with and pursuant to the authorization of the Lessee's governing body.

Dated January 6th, 1944

(Signed) FRED W. SICK
(Title) City Clerk

ATTORNEY'S OPINION

I do hereby state that I am an attorney at law representing the Lessee named in the LIMITED LEASE OF PERSONAL PROPERTY on the preceding page; that in my opinion said Lease has been duly and properly executed for and in behalf of the Lessee by the officers indicated; that said officers were duly authorized to execute said Lease by the governing body of the Lessee in accordance with the procedure established therefor; and that the execution of said Lease is within the scope of the Lessee's lawful powers.

Dated January 4th, 1944

(Signed) J. F. DuPAUL City Attorney

I hereby approve the form of the foregoing Limited Lease of Personal Property this 4th day of January, 1944.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Limited Lease of Personal Property from United States covering fire fighting equipment; being Document No. 347110.

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, C.A.Gray "Estate" is the owner of Lots G & H Block 54, of New San Diego; NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of March, by C.A.Gray "Estate" that we will, for and in consideration of the permission granted to remove 15 feet on State 15 feet on E St. feet of curbing on State and E St between Broadway & E Sts. and State & Columbia, 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 agrees that this agreement shall be binding on C.A.Gray Estate heirs 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. A. GRAY by J. H. BURGER Gen. Mgr.
501 W. Broadway

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 20th day of March, A.D. Nineteen Hundred and forty four before me, Don Connelly, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. H. Burger personally known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

DON CONNELLY

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

(SEAL)

My Commission expires June 7, 1947.

I HEREBY approve the form of the foregoing agreement this 21st day of March, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 24 1944 44 min. past 3 P.M. in Book 1651 at page 223 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

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 C.A.Gray Estate; being Document No. 347351.

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, Southern Equipment & Supply Co. is the owner of North Half of Lot K in Block 114, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of March, by Southern Equipment & Supply Co. that they will, for and in consideration of the permission granted to remove twelve feet of curbing on Fifth Street between Island St. and and K Street, adjacent to the above described property, bind themselves to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

SOUTHERN EQUIPMENT & SUPPLY CO.

By P. H. DAVENPORT Manager

668 Third Avenue San Diego, California

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 16 day of March, A.D. Nineteen Hundred and 44, before me, R. L. Eccles, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared P. H. Davenport known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

R. L. ECCLES

(SEAL)

Notary Public in and for the County of San Diego,

State of California

My Commission expires Dec. 14, 1947

I HEREBY approve the form of the foregoing agreement this 21st day of March, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 24 1944 44 min. past 3 P.M. in Book 1651 at Page 225 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

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 Southern Equipment & Supply Co.; being Document No. 347352.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 22nd day of March, 1944, 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 W. B. Melhorn 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 lumber, plaster board, paint, hardware, plumbing, electric wiring and conduit, electric fixtures, switches and outlets, and any and all other materials necessary or required 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 treatment hospital by alteration of the Amory in the City Jail, Harbor Drive and Pacific Highway, in the County of San Diego, State of California, being and 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 21st day of February, 1944, marked "Document No. 346891, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications for the construction of the proposed Treatment Hospital at City Jail," said plans consisting of 4 sheets and said specifications consisting of 11 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 City Engineer of said City, subject to approval by the City Manager.

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
Carpenters	\$ 10.80
Electricians	12.00
Laborers, building	7.00
Painters	10.80
Plasterers	13.00
Plumbers	12.00
Cement finisher	12.00
Clerk	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per day of 8 hours.

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.

ARTICLE IX. FEDERAL HINDRANCE. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which The United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- If lawfully within its power, remove the cause which prevents performance; or
- Suspend this contract until the cause of inability to perform is removed, but not for a longer period than Thirty (30) days; or
- With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- With^{out} liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the City Manager of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has executed these presents the day and year first hereinabove written.

ATTEST: FRED W. SICK (SEAL) City Clerk
ATTEST: EVA HILMA COWAN
THE CITY OF SAN DIEGO
By WALTER W. COOPER City Manager
W. B. MELHORN 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 22d day of March, 1944

J. F. DuPAUL
City Attorney of the City of San Diego
By H. B. DANIEL
Assistant City Attorney

The premium for this bond is \$64.39

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That W. B. MELHORN, as principal, and ST. 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 Sixty-four hundred and thirty-nine dollars (\$6439.00) (Not less than one hundred per cent of the 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 21st day of March, 1944.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all lumber, plaster board, paint, hardware, plumbing, electric wiring

and conduit, electric fixtures, switches and outlets, and any and all other materials necessary or required, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of a treatment hospital by alteration of the Armory in the City Jail, Harbor Drive and Pacific Highway, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 21st day of February 1944, marked Document No. 346891 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications for the construction of the proposed Treatment Hospital at City Jail" said plans consisting of 4 sheets, and said specifications consisting of 11 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 21st day of March, 1944, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: EVA HILMA COWAN

W. B. MELHORN Principal
By _____

ATTEST: R. H. GARLAND

ST. PAUL-MERCURY INDEMNITY COMPANY
Surety

By A. E. ROBERTS
Attorney-in-fact. (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 22d day of March, 1944.

J. F. DuPAUL,
City Attorney of the City of San Diego.
By H. B. DANIEL
Assistant City Attorney

I hereby approve the foregoing bond this 22nd day of March, 1944.

WALTER W. COOPER
City Manager

STATE OF CALIFORNIA.

County of San Diego

ss.:

On this 21st day of March, 1944, before me, a Notary Public, within and for the said County and State, personally appeared A. E. Roberts, 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.

D. K. BARRETT
Notary Public

(SEAL)

My Commission expires 7/22/44

The premium for this bond is included in Performance Bond premium
FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That W. B. Melhorn, as principal, and St. 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 Thirty-two hundred nineteen Dollars (\$3219.00), (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 21st day of March, 1944.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all lumber, plaster board, paint, hardware, plumbing, electric wiring and conduit, electric fixtures, switches and outlets, and any and all other materials necessary or required, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of a treatment hospital by alteration of the Armory in the City Jail, Harbor Drive and Pacific Highway, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego, on the 21st day of February, 1944, marked Document No. 346891 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications for the construction of the proposed Treatment Hospital at City Jail said plans consisting of 4 sheets and said specifications consisting of 11 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-two hundred nineteen Dollars (\$3219.00), 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 21st day of March, 1944, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: EVA HILMA COWAN

W. B. MELHORN
Principal

By _____

ATTEST: R. H. GARLAND

ST. PAUL-MERCURY INDEMNITY COMPANY
Surety (SEAL)

By A. E. ROBERTS
Attorney-in-fact.

STATE OF CALIFORNIA.

County of San Diego

) ss.:
)

On this 21st day of March, 1944, before me, a Notary Public, within and for the said County and State, personally appeared A. E. Roberts, 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) My Commission expires 7/22/44.

D. K. BARRETT
Notary Public

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

I hereby approve the form of the within Bond this 22d day of March, 1944.

J. F. DuPAUL
City Attorney of the City of San Diego
By H. B. DANIEL
Assistant City Attorney

I hereby approve the foregoing bond this 22nd day of March, 1944.

WALTER W. COOPER
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for proposed treatment hospital at City Jail; being Document No. 347353.

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 23rd day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and FRED R. CLARK, of Dulzura, California, hereinafter designated as the Lessee, WITNESSETH:

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

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

For a term of five (5) years, beginning on the 30th day of March, 1944, and ending on the 29th day of March, 1949, at the following rentals: Three Hundred Dollars (\$300.00) per year payable in advance at the office of the Lessor quarterly during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the

purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

Tenth: That the lessee will not pump water from any of the wells located on the land.

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

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

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

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

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

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

IN WITNESS WHEREOF, The City of San Diego has caused this lease to be executed and its name to be hereunto affixed by the City Manager, under and pursuant to Resolution No. 79264 of the Council, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER
City Manager
FRED R. CLARK
Lessee

I HEREBY APPROVE, the form of the foregoing lease this 20th day of March, 1944.
J. F. DuPAUL, 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 Lease with Fred R. Clark for grazing and agricultural purposes; being Document No: 347357.
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 Dennstedt Co. is the owner of Lot 10, Block 14, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21 day of March 1944, by The Dennstedt Co. that _____ will, for and in consideration of the permission granted to remove 18 feet of curbing on 1477 Wilbur between Faniel and Everetts south side of 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.

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.

E. W. DENNSTEDT, Pres.

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

On this 21st day of March, A.D. Nineteen Hundred and Forty-four, 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. 11, 1947

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 22nd day of March, 1944.

J. F. DuPAUL City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 24 1944 44 min. past 3 P.M. in Book 1651 at page 227 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

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

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 The Dennstedt Co.; being Document No. 347360.

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, The Dennstedt Co. is the owner of Lot 39-40, Block 186, of Pacific Beach;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21 day of March 1944, by The Dennstedt Co. that they will, for and in consideration of the permission granted to remove 18 feet of curbing on 1304 Feldspar between Fanuel St. and Greshon north side of 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.

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.

E. W. DENNSTEDT, Pres.

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 21st day of March, A.D. Nineteen Hundred and Forty-four, 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.

MARIE D. SPARKS

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Nov. 11, 1947 State of California.

I HEREBY approve the form of the foregoing agreement this 22nd day of March, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 24 1944 44 min. past 3 P.M. in Book 1651 at page 224 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

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

E. BAEPLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Dennstedt Co.; being Document No. 347361.

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 purchase, repair and sale of toy electric trains
in conjunction with a residence.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of San Diego

} ss

Frank W. Cox and Helen R. Cox, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Nine (9) and Ten (10) Block Eighty (80) Subdivision University Heights, located at 4459 Cleveland Street;

That we desire to purchase, repair and sell toy electric trains in conjunction with a residence on the above described property and have applied for a Zone Variance under Petition No. 2188, dated March 10, 1944;

That we, in consideration of approval granted by the City of San Diego to maintain said business on the above described property by Zoning Committee Resolution No. 550, dated March 23, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when complaints are made by surrounding property owners we will remove said business from the above described property; no signs will be placed upon the premises; and that six months after hostilities in the present war cease, we will then cease operation of said business, or move to a location which will permit such a business.

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.

FRANK W. COX
4459 Cleveland Ave

HELEN R. COX
4459 Cleveland Ave

On this 25th day of March A.D. Nineteen Hundred and Forty Four, before me, Jeanne Clark a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank W. Cox and Helen R. Cox 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) JEANNE CLARK
Notary Public in and for the County of San Diego,
My Commission expires 2-14-46 State of California

RECORDED MAR 29 1944 20 min. past 3 P.M. in Book 1645 at page 479 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 regarding repair and sale of toy electric trains at 4459 Cleveland Avenue; being Document No. 347433.

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

By Francis T. Tassan Deputy

No. W. 04-193 ENG 3254 FJ

LAND LEASE BETWEEN THE CITY OF SAN DIEGO, A MUNICIPAL
CORPORATION AND THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this 1st day of February, in the year one thousand nine hundred and Forty-four by and between City of San Diego, a Municipal Corporation whose address is Civic Center, San Diego, California, and whose interest in the property hereinafter described is that of fee owner for itself, 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 unimproved parcel of real property located on the Southeast corner of Mason and Jefferson Streets, in the City of San Diego, County of San Diego, State of California, more particularly described as: The Southwesterly 100 feet of Lot 1, Block 454, of Old San Diego according to Map thereof made by James Pascoe filed in the office of the County Recorder of said San Diego County December 12, 1921 and known as Miscellaneous Map No. 40. Containing approximately 0.345 acres. The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority. 8-30068 P 330-05 A 0905-24 the available balance of which is sufficient to cover cost of same, to be used for the following purpose: Tactical and other military purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning 1 February 1944 through June 30, 1944, provided that, unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the unlimited National Emergency as declared by the President of the United States in Proclamation No. 2487, dated May 27, 1941.

4. The Government shall pay the Lessor rent at the following rate: Fifteen and no/100 dollars for the term hereof. Payment shall be made at the end of the term hereof, by the Finance Officer, United States Army, 450 Mission Street, San Francisco, California.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Civic Center, San Diego, California, and if given by the Lessor shall be addressed to U. S. Division Engineer, Pacific Division, Los Angeles Real Estate Sub-Office, 621 South Hope Street, Los Angeles, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona-fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

9. 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.

10. The condition of the demised premises is outlined in a Joint Record of Physical Survey which is appended hereto and made a part hereof.

11. It is understood by the Government that the City of San Diego is permitting the use for military purposes of the premises herein described for the merely nominal consideration of \$15.00 for the term hereof is doing so as a contribution or gift to the Government in aid of the war effort.

This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the Lessor for the acquisition of any estate, right or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration, or have any bearing or effect whatsoever in determining the just compensation payable to the lessor by the Government for any such taking. It is further understood and agreed that the Lessor does not and cannot guarantee that it possesses a clear title to the lots hereby leased and that this lease is made subject to

to all outstanding rights of third persons.

Paragraphs 10 and 11 inserted prior to execution hereof.

IN WITNESS WHEREOF the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of: E. LONGFELLOW
Civic Center

E. Longfellow, Civic Center
San Diego, California

THE CITY OF SAN DIEGO,
A Municipal Corporation (SEAL)
By WALTER W. COOPER
Walter W. Cooper, City Manager
Lessor

THE UNITED STATES OF AMERICA,
By FRED H. JOHNSTON (Contracting Officer)
Fred H. Johnston Chief, Los Angeles
Sub-Office

(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 (Corporate Seal)
Fred W. Sick

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS

The City of San Diego, a Municipal Corporation; D. W. Ferrall Negotiator, San Diego, California 1 February 1944.

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: Southeasterly corner of Mason and Jefferson Streets, in the City of San Diego, State of California.

2. OWNER: The City of San Diego, a Municipal Corporation

3. TOTAL AREA CONTRACTED FOR LAND 0.345 acres. BUILDINGS none

9. REMARKS: Vacant, unimproved, level land, no large holes, trees or power lines.

THE CITY OF SAN DIEGO, a Municipal Corporation D. W. FERRALL
(SEAL) Walter W. Cooper D. W. Ferrall - Negotiator
Walter W. Cooper, City Manager 524 "B" Street,
Civic Center, San Diego, California San Diego, California

RELEASE

The undersigned hereby releases, now and forever, the United States Government from any and all claims for rental that may have accrued, or may accrue, and any and all other claims it may have, or claim to have, arising out of or incidental to the use and/or occupancy of the following described property:

All that certain unimproved parcel of real property located on the Southeast corner of Mason and Jefferson Streets, in the City of San Diego, County of San Diego, State of California, more particularly described as:

The Southwesterly 100 feet of Lot 1, Block 454, of Old San Diego according to Map thereof made by James Pascoe filed in the office of the County Recorder of said San Diego County December 12, 1921 and known as Miscellaneous Map No. 40. Containing approximately 0.345 acres.

From the 18th day of December 1941 to the 1st day of February 1944, both dates inclusive.

IN WITNESS WHEREOF, we have caused these presents to be signed this 1st day of February 1944.

WITNESS: E. LONGFELLOW
E. Longfellow, Civic Center
Civic Center

THE CITY OF SAN DIEGO (SEAL)
a Municipal Corporation
By WALTER W. COOPER
Walter W. Cooper City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease between City of San Diego and United States for tactical position; being Document No. 347365.

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 23rd day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and George H. and Nelle W. Koop, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 16 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 23rd day of March, 1944, and ending on the 22nd day of March, 1945, at and for the following rentals:

The sum of Twenty-seven & 46/100 Dollars (\$27.46), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 23rd day of March, 1944.

THE CITY OF SAN DIEGO Lessor
By WALTER W. COOPER
City Manager
GEORGE H. KOOP
NELLE W. KOOP
Lessee

Address: 4068 Florida St.
J. F. DuPAUL,
City Attorney

I hereby approve the form of the foregoing Lease this 23 day of March, 1944.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Geo. H. and Nelle W. Koop; being Document No. 347367.

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

Contract No. W-04-362E (SC-LX)-217
NEGOTIATED UTILITY SERVICE CONTRACT
(No Connection Charge-Water Service)

San Diego Fighter Wing Barracks near 8th and Date Streets, Balboa Park San Diego
(Station or Premises to be served) (City)

San Diego California
(County) (State)

Premises are: Government-owned
Bills will be rendered to: Commanding Officer, San Diego Fighter Wing at P.O.Box 1111 San Diego, California.

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder: \$3,000.00
This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below: 59-119 P 310-05 A212/40905 ESA 1942-44 1st. Lt. Manley W. Edwards Asst. Vicinity Maintenance Engineer. Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).

CONTRACTOR'S PROPOSAL

Date 1 January 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 January 1944, and thereafter until further notice (See Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions").

Contractor: City of San Diego Water Department
Address: Room 164 Civic Center San Diego, California
By WALTER W. COOPER
Walter W. Cooper
Title: City Manager
(authorized to make this proposal)

**Special Provisions.- When the estimated annual expenditure under this contract is more than \$1000, Special Provisions A(Electric Service), B(Gas Service), C(Water Service), or D(Sewage Service) shall be attached and made part hereof.

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of January 1944.

UNITED STATES OF AMERICA
By M. W. EDWARDS
M. W. Edwards 1st Lt. CE
Title Ass't. Vicinity Maintenance Engineer
Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS. The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS. For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for the service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal years ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES. If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of

service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT. The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT. No member of or delegate to Congress or resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR. The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES. The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.-(a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS. If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS. Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

SPECIAL PROVISIONS C - WATER SERVICE

Attached to and made part of Contract No. W-04-362E
(SC-LX)-217

1. ESTIMATED SERVICE REQUIREMENTS.

Estimated daily maximum demand: 100 ccf

Estimated annual consumption: 25,000 ccf

(The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)

2. POINT OF DELIVERY. The point of delivery of water shall be 703' S/S/L of Juniper St on 8th Ave E - 378' S/S/L of Juniper St on 8th Ave E - 1133' N/N/L of Date St on 8th Ave E

4. QUALITY OF WATER. The Contractor will supply clear, potable water safe for human consumption in accordance with standards adopted by the United States Public Health Service for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.

5. METERING AND BILLING. Water will be measured by 3 - 3" Compound Meters meters owned, calibrated and maintained by City of San Diego. The readings of each meter shall be billed separately.

6. TERMINATION. Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the Contracting Officer to the Contractor not less than thirty days in advance of the effective date of termination.

7. RENEGOTIATION PURSUANT TO SECTION 403 OF THE SIXTH SUPPLEMENTAL NATIONAL DEFENSE APPROPRIATION ACT, 1942, AS AMENDED. (a) This contract shall be exempt from statutory renegotiation if the Contractor hereunder is a department, bureau, agency or Governmental corporation of the United States, or any Territory, possession, or State or any agency thereof, or any foreign Government or agency thereof.

(b) If (a) above is inapplicable, and the amount of this contract during the life thereof is not more than \$100,000, a contract provision for statutory renegotiation is not included herein but such omission is without prejudice to the applicability of the statute.

(c) If neither (a) nor (b) above is applicable, a contract provision for statutory renegotiation is attached hereto and made part hereof, marked Appendix "A".

8. DISPUTES. Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail a copy thereof to the Contractor. Within 30 days from said mailing the Contractor may appeal to the Secretary of War, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the Contractor shall diligently proceed with the performance of this contract.

10. ALTERATIONS AND ADDITIONS. Paragraph 3, Page 5, is deleted and Paragraph 5 changed to read "The readings of each meter shall be billed separately." (Copy of Ordinance No. 2530 (New Series) attached to and filed with original copy of Contract Document No. 347392)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Army for supplying water to Fighter Wing Barracks in Balboa Park; being Document 347392.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy

WWC
MWE

A G R E E M E N T
Regarding disposition of property

STATE OF CALIFORNIA

County of Los Angeles

ss.

Homer W. Brown, after being first duly sworn, for himself deposes and says;
That I am the owner of the hereinafter described real property; Lot Three (3)
(West Twenty six (26) feet Block Thirty three (33) Subdivision Bird Rock Addition, located
at Colima Street between La Jolla Boulevard and Electric Avenue;

That I desire to sell or convey said property;

That I, in consideration of approval granted by the City of San Diego to divide the
remaining portion of Lot 3 and all of Lots 4 to 7 inclusive, Block 33, Bird Rock Addition
into 3 parcels and permit a residence on each parcel, subject to the proper disposition of
the above described portion of Lot 3, do hereby covenant and agree to and with said City
of San Diego, a Municipal Corporation, that I will either sell the west 26 feet of Lot 3,
Block 33, Bird Rock Addition to Mr. F. C. Finkle, owner of Lots 1 and 2, Block 33, Bird
Rock Addition, or convey it to Nels G. and Julia Severin, owners of the east 14 feet of
said Lot 3, and all of Lots 4 to 7 inclusive, Block 33, Bird Rock Addition;

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.

HOMER W. BROWN

941-8th Avenue, San Diego, Calif.

On this 27th day of March, A.D. Nineteen Hundred and _____, before me, the under-
signed a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Homer W. Brown known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.

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

VIRGINIA PETERS

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

(SEAL)

RECORDED MAR 29 1944 20 min. past 3 P.M. in Book 1645 at Page 481 of Official Re-
cords, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

H. KNIGHT

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement from Homer W. Brown re disposition of property in Bird Rock Addition; being
Document No. 347456.

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 9th day of March, 1944, 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 RICHARD E. TOWNSLEY, 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 combusti-
ble 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:

Collection Day

District or Area of Collection

Monday (Combustibles) Starting at the northwest corner of Terrace Drive and Jefferson
Street; north along canyon rim to Canterbury Drive and Palisades; east along canyon
rim to dead end of Ridgeway; south along canyon rim to Vista Lane; west on Jeffer-
son Street to the northwest corner of Terrace Drive and Canterbury Drive.

Tuesday (Combustibles) North side of Ivy Street to the south side of Palm Street; from
28th Street to the canyon rim on the east; south of Ivy Street from Bancroft Street
to the canyon rim on the east and south.

Wednesday (Combustibles) The north side of Robinson Street to the south side of Lincoln
Avenue; from the east side of 6th Avenue to the west side of Park Boulevard.

Thursday (Combustibles) The north side of Hawthorn Street to Laurel Street; from the west
side of State Street to the Bay; Laurel Street to Glenwood Drive; from Union Street
to Pacific Highway; Glenwood Drive to Pringle Street; from Puterbaugh Street to
Pacific Highway; Pringle Street to Conde Street; from La Jolla Avenue to Pacific
Highway; Conde Street to the east side of Twiggs Street; from San Diego Avenue to
Pacific Highway.

Friday (Non-combustibles) East side of 28th Street to the east side of 43rd Street; from
the south side of Imperial Avenue to the north side of National Avenue.

The period of this contract shall extend from March 9, 1944 to and including June
30, 1944.

The contractor agrees to deliver said non-combustible refuse to the reduction works
owned by Charles M. Davis at National City, Calif.

(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 loca-
tion 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 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 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. 79225 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
R. E. TOWNSLEY,
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 29th day of March, 1944.

J. F. DuPAUL, 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 \$4,200.00.

Dated March 1st, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo RICHARD TOWNSLEY, refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Richard E. Townsley for collection and removal of City refuse; being Document No. 347478.

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

By Francis T. Patten Deputy

NO. W 3460 ENG 705

SUPPLEMENTAL AGREEMENT TO DISPENSE WITH NOTICE OF RENEWAL

THIS SUPPLEMENTAL AGREEMENT entered into this 31st day of May, 1943, by and between City of San Diego, a Municipal Corporation whose address is Civic Center, San Diego, California, for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH:

WHEREAS on September 15, 1942, a lease was entered into between the Lessor and the Government covering 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 for the period September 15, 1942 to June 30, 1943, with option of renewal annually thereafter to 6 months after the termination of the present emergency.

WHEREAS it is desired to amend said lease to dispense with the service of notice of renewal for each fiscal year, as hereinafter provided;

NOW, THEREFORE, the parties hereto do hereby amend said lease in the following respects and in these only:

1. Provisions 3 and 5 are deleted, effective July 1, 1943, and there is inserted in lieu thereof the following provision numbered 3:

"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1943 through June 30, 1944, provided that, unless and until the Government shall give notice of termination in accordance with provision 12 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the unlimited National Emergency as declared by the President of the United States in Proclamation No. 2487, dated May 27, 1941.

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

WITNESS: GLENN RICK
San Diego Calif.

Glenn Rick San Diego, Calif.

THE CITY OF SAN DIEGO,
a Municipal Corporation
By WALTER W. COOPER City Manager
Walter W. Cooper
Lessor

THE UNITED STATES OF AMERICA
By FRED H. JOHNSON Contracting Officer
Fred H. Johnston, Chief
Los Angeles Sub-Office

(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 Fred W. Sick 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 (CORPORATE SEAL)
Fred W. Sick

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with United States to dispense with notice of renewal for tactical position at Napa and Greenwood Streets; being Document No. 347480.

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

By Francis T. Patten Deputy

LEASE

THIS INDENTURE OF LEASE, made in duplicate, this 30th day of March, 1944, by and between FRED A. PETERSEN, lessor, and THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, lessee, WITNESSETH:

Lessor does hereby demise and let to the lessee, and the lessee does hereby take and hire those certain premises in the City of San Diego, County of San Diego, State of California, particularly described as Lots G and H, Block 53, of New San Diego, being the northwest corner of Columbia and E Streets, in said City of San Diego, for a term of one (1) year commencing on the 1st day of April, 1944 and ending on the 30th day of March, 1945, at a rental of Eighty Dollars (\$80.00) per month, payable in advance on the first day of each and every month of said term by check mailed to the lessor at his address 4412 Cleveland Avenue, San Diego, California.

It is expressly understood and agreed by and between the parties hereto that this lease is entered into upon the following conditions and covenants:

- (1) That said premises consist of unimproved real property and shall be used by the lessee for the purpose of placing or erecting buildings of a temporary nature thereon, or for other uses.
- (2) That the City may terminate this lease and agreement, or any extension hereof, upon sixty (60) days notice in writing to the lessee.
- (3) Upon the termination of this lease the lessee shall have the right to remove any and all improvements placed or erected by it upon the demised premises.
- (4) That during the term of this lease the lessor shall pay all real estate taxes levied upon or assessed against said property; provided, however, that the lessee agrees to pay any and all taxes levied upon said property by reason of the improvements placed thereon by said lessee, but that said lessee shall pay no other tax.

In event 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 depositing such notice in the registered mail of the United States to the mailing address of the respective parties.

It is further understood and agreed that thirty (30) days prior to the expiration of the term of this lease the lessee shall have the right to an extension hereof for a

period of one (1) year, at a rental of Ninety Dollars (\$90.00) per month for such extension; and that at the end of such extension, if made as herein provided, and upon the same written notice of thirty (30) days, the lessee shall have the right to a further extension of this lease for an additional period of one year at a rental of One Hundred Dollars (\$100.00) per month for such extension.

That if the lessee shall be in possession of said premises at the expiration of three (3) years from April 1, 1944, and shall desire to continue in the occupancy of such premises for an additional period, the lessor and the lessee shall discuss the matter of such extension and the terms and rental to be agreed upon, it being understood that the lessee shall have a right to extend or renew this lease for an additional period as it may then desire, provided a full understanding can be reached between the lessor and the lessee regarding the term of such extension and the rental to be paid.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name, and the Lessee, The City of San Diego, acting by and through the City Manager of said City under and pursuant to Ordinance No. 2789 of the Council authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

FRED A. PETERSEN

Lessor

THE CITY OF SAN DIEGO,

Lessee

By WALTER W. COOPER

City Manager

I hereby approve the form of the foregoing Lease this 30th day of March, 1944.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Fred A. Petersen for site of Hospitality House; being Document No. 347481

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, County of San Diego, State of California, this 29th day of February, 1944, 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" or the "Owner", 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 all materials, except manhole frames and covers, 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 Powder House Canyon Trunk Sewer No. 7, between the U. S. Naval Hospital and 15th and K Streets, consisting of approximately 477 feet of 18 inch vitrified clay pipe sewer and approximately 6572 feet of 24 inch vitrified clay pipe sewer, including manholes and appurtenances, with the exception of Items 1, 2, 3, and 4 hereinafter set forth, in strict conformity with the plans and specifications prepared therefor by the City Engineer of the City of San Diego, at and for the lump sum price of \$66,975.00; Sixty-six thousand nine hundred seventy-five Dollars and no cents; and also agrees to furnish any and all required labor, equipment, materials, services, and any and all other expense necessary or incidental to furnish and place the following named items, if required, which will be paid for as extras in addition to the lump sum price:

Item 1: 1:2:4 mix Portland Cement Concrete for pipe casing, foundation and protection, including necessary excavation, at \$20.00; Twenty Dollars and no Cents per cubic yard of concrete;

Item 2: 1:3:5 mix Portland Cement Concrete as required, including necessary excavation, at \$18.00; Eighteen Dollars and no cents per cubic yard of concrete;

Item 3: Crushed rock base and crushed rock backfill, including necessary excavation, at \$5.00; Five Dollars and no cents per cubic yard of rock;

Item 4: Field Office Building as described in Article 20 of the Standard Conditions, at \$250.00; Two hundred fifty Dollars and no cents;

in the City of San Diego, State of California, being and as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 7th day of February, 1944, marked "Document No. 346694" and endorsed "Contract Documents for Powder House Canyon Trunk Sewer No. 7 between the U. S. Naval Hospital and 15th and K Streets", said plans consisting of 7 sheets and said specifications consisting of 25 sheets; true copies of the said Contract Documents, 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 City Engineer of said City.

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. It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen and mechanics of the various kinds or types required are available for employment.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing

rate of per diem wages hereinafter specified shall be paid to all laborers, workmen, and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this Contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

Classifications	Hourly wage Rate	Per Diem Wage
Air Tool Operator (Jackhammerman, Vibrator)	\$ 1.125	\$ 9.00
Blacksmith	1.375	11.00
Bricklayer	1.50	12.00
Bricklayer Tender	1.125	9.00
Carpenter	1.35	10.80
Cement Finisher	1.50	12.00
Electrician-Journeyman	1.50	12.00
Fireman and Oiler	1.125	9.00
Laborers, unskilled	.875	7.00
Laborers, building	.875	7.00
Laborers, underground	1.00	8.00
Laborers, Tunnels, Miner (hand or machine)	1.225	9.80
Motorman	1.225	9.80
Cribbers or Shorers	1.225	9.80
Powderman	1.225	9.80
Chucktender	1.025	8.20
Laborers, special		
Asphalt, raker and ironer	1.125	9.00
Sewer pipe layer (excluding caulker)	1.25	10.00
Caulker (using tools)	1.125	9.00
Tarman and motorman	1.00	8.00
Mechanic-Heavy Duty Repairman	1.50	12.00
Plumber	1.50	12.00
Operating Engineers:		
Asphalt Plant Engineer	1.50	12.00
Asphalt Plant Fireman	1.375	11.00
Air Compressors	1.25	10.00
Bulldozers	1.50	12.00
Crane, derricks, draglines and shovels less than 1 yd.	1.625	13.00
Crane, derricks, draglines and shovels 1 yd. and over	1.75	14.00
Hoists, material	1.375	11.00
Mixers, skip type	1.375	11.00
Mixers, paving type	1.625	13.00
Pumps	1.25	10.00
Roller	1.375	11.00
Tow Blade or Grader	1.375	11.00
Tractor, with boom attachments	1.50	12.00
Trenching machine	1.50	12.00
Reinforcing steel worker	1.50	12.00
Teamster	.925	7.40
Truckdriver, less than 6 tons	.95	7.60
Truckdriver, 6 to 15 tons	1.00	8.00
Labor Foreman to receive \$9.00 per diem		
Special Labor Foreman to receive \$2.00 per diem above special classified laborers		
Clerk	1.00	8.00
Timekeeper	.875	7.00
Watchman	.875	7.00
Painter	1.35	10.80

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. FEDERAL HINDRANCE. In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with or growing out of the war in which The United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may —

- If lawfully within its power, remove the cause which prevents performance; or
- Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (30) days; or
- With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

ARTICLE IX. 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 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 HARLEY E. KNOX
FRED W. SIMPSON
ERNEST J. BOUD
H. DEGRAFF AUSTIN
Members of the Council

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

J. S. BARRETT
Contractor

ATTEST: MAY SHANNON
(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 24th day of February, 1944.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, J. S. BARRETT the contractor named in the Contract hereinafter referred to, 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 hereinafter called and also being the Owner named in said Contract, in the penal sum of Seventy-one thousand one hundred sixty-five dollars, lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, assigns, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Owner dated February 29, 1944 for work in connection with the Owner's Powder House Canyon Trunk Sewer Project identified as Project No. 4-492 in the City of San Diego, County of San Diego State of California;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, The above-bounden parties have executed this instrument under their several seals this 29th day of Feb., 1944, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

J. S. BARRETT
Principal

Two Witnesses: J. HAWKINS
ATTEST: (If Corporation): V. JORGENSEN

By J. S. BARRETT
Title Owner

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By GEO. H. MURCH, Attorney in Fact

(SEAL)
STATE OF CALIFORNIA
County of San Diego } ss

On this 29th day of February, before me, Marston Burnham, in the year one thousand nine hundred and forty four, 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, 1946

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

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

I hereby approve the form of the within Bond this 29th day of February, 1944.

J. F. DuPAUL
City Attorney of the City of San Diego, California
By H. B. DANIEL
Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 1st day of March, 1944.

HARLEY E. KNOX
FRED W. SIMPSON
ERNEST J. BOUD
H. DEGRAFF AUSTIN
Members of the Council (SEAL)

ATTEST: FRED W. SICK, City Clerk

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, does hereby make, constitute and appoint P. C. Barney or Marston Burnham or Geo. H. Murch of San Diego, California its true and lawful Attorneys-in-fact, with full power and authority to each of said Attorneys-in-fact to sign, execute and acknowledge any and all bonds and undertakings on behalf of the Company in its business of guaranteeing the fidelity of persons holding places of public or private trust; guaranteeing the performance of contracts other than insurance policies; guaranteeing the performance of insurance contracts where surety bonds are accepted by states or municipalities, and executing or guaranteeing bonds and undertakings required or permitted in all actions or proceedings or by law allowed, and to bind Hartford Accident and Indemnity Company thereby as fully and to the same extent

as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of Hartford Accident and Indemnity Company and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorneys-in-fact may do in pursuance hereof.

This power of attorney is granted under and by authority of the following by-Law adopted by the Board of Directors of Hartford Accident and Indemnity Company at a meeting duly called and held on the 2nd day of June, 1914:

ARTICLE XIII (A)

Section 2. The Executive Officers of the Company shall have power and authority to appoint for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-fact and at any time to remove any such Resident Vice-President, Resident Assistant Secretary, or Attorney-in-fact, and revoke the power and authority given him.

Section 5. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company thereto any and all bonds and undertakings, and other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-fact shall be as binding upon the Company as if signed by an Executive Officer and sealed and attested by one other of such officers.

IN WITNESS WHEREOF, Hartford Accident and Indemnity Company has caused these presents to be signed by its Vice-President, and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 21st day of October, 1942.

(CORPORATE SEAL) HARTFORD ACCIDENT AND INDEMNITY COMPANY
Attest; RAY H. DEXTER (Signed) WALLACE STEVENS (Signed)
Assistant Secretary Vice-President
STATE OF CONNECTICUT,)
County of Hartford,) ss.

On this 21st day of October, A.D. 1942, before me personally came Wallace Stevens, to me known, who being by me duly sworn, did depose and say: that he resides in the City of Hartford, State of Connecticut; that he is the Vice-President of Hartford Accident and Indemnity Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

(NOTARIAL SEAL) FELIX M. DEL GRECO (Signed)
My Commission expires 2-1-44 Notary Public

CERTIFICATE

STATE OF CONNECTICUT,)
County of Hartford,) ss.

I, the undersigned, Assistant Secretary of the Hartford, Accident and Indemnity Company, a Connecticut Corporation, do hereby certify that the foregoing and attached power of attorney remains in full force and has not been revoked; and furthermore, that Article XIII (A), Sections 2 and 5, of the By-Laws of the Company, set forth in the Power of Attorney, is now in force.

Given under my hand and the seal of the company, at the City of Hartford, on February 29, 1944.

R. W. FULLER
Assistant Secretary

FORM OF 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 Thirty-five thousand five hundred eighty-three Dollars (\$35,583.00), (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 29th day of February, 1944.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, except manhole frames and covers, labor, tools, appliances, equipment and other expenses necessary or incidental to the construction, completion and installation of Powder House Canyon Trunk Sewer No. 7, between the U. S. Naval Hospital and 15th and K Streets, in The City 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 9th day of February, 1944, marked "Document No. 346694" and endorsed "Contract Documents for Powder House Canyon Trunk Sewer No. 7 between the U.S. Naval Hospital and 15th and K Streets" said plans consisting of 7 sheets and said specifications consisting of 25 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-five thousand five hundred eighty-three Dollars (\$35,583.00), 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 to the specifications accompanying the same, shall in any wise affect its obligation 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 29th day of February, 1944, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST: MAY SHANNON
May Shannon

J. S. BARRETT Principal
By J. S. Barrett

ATTEST: J. HAWKINS
J. Hawkins

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By GEO. H. MURCH (SEAL)
Geo. H. Murch, 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,)
County of San Diego) ss.

On this 29th day of February, before me, Marston Burnham, in the year one thousand nine hundred and forty four, 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, 1946
I hereby approve the form of the within Bond this 29th day of February, 1944.

MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California
J. F. DuPAUL
City Attorney of the City of San Diego, California
By H. B. DANIEL
Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 1st day of March, 1944.

ATTEST: FRED W. SICK
City Clerk

HARLEY E. KNOX
FRED W. SIMPSON
ERNEST J. BOUD
H. DEGRAFF AUSTIN
Members of the Council

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. S. Barrett for construction of Powder House Canyon Trunk Sewer No. 7; between U. S. Naval Hospital and 15th and K Streets; being Document No. 347065.

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 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 Eighty-six Hundred Dollars (\$8600.00), 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 4th day of March, 1944, 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. 347107, 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: _____ (SEAL) SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION
By EDWIN JOHNSON Sec'y Principal

ATTEST: _____ (SEAL) LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA,
By THEO. M. FINTZELBERG Surety

STATE OF CALIFORNIA County of San Diego ss.

On this 4th day of March, 1944, personally appeared before me Theo M. Fintzelberg the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California, that he is Attorney-in-fact of the London & Lancashire Indemnity Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in fact under like authority, and that said authority has not been revoked nor rescinded.

(SEAL) H. V. HEDRICK
Notary Public San Diego Co.
My Commission expires 6/29/46

I hereby approve the form of the foregoing Bond this 6th day of March, 1944.

J. F. DuPAUL, 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 27th day of March, 1944.

WALTER W. COOPER
City Manager

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. 347107, 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 Forty-three Hundred Dollars (\$4300.00), 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 4th day of March, 1944, 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: _____ (SEAL) By EDWIN JOHNSON Sec'y. Principal
SAN DIEGO FEDERAL SAVINGS AND LOAN ASSOCIATION,

ATTEST: _____ (SEAL) By THEO. M. FINTZELBERG Surety
LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA,

STATE OF CALIFORNIA County of San Diego ss.

On this 4th day of March, 1944, personally appeared before me Theo. M. Fintzelberg the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California; that he is Attorney-in-fact of the London & Lancashire Indemnity Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney in fact under like authority, and that said authority has not been revoked nor rescinded.

(SEAL) H. V. HEDRICK
My Commission expires 6/29/46 Notary Public San Diego Co.

I hereby approve the form of the foregoing Bond this 6th day of March, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

I hereby approve the foregoing Bond this 27th day of March, 1944.

WALTER W. COOPER
City Manager

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 4th day of March, 1944, by and between 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 Laurel Heights 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) adopted November 24, 1936, and Resolution No. 73723, adopted October 13, 1943;

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 Laurel Heights 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 34th Street, Kew Terrace, Nutmeg Street, Covington Road, Boundary Street, Commonwealth Avenue and Laurel Street, within the limits and as particularly shown in that certain document numbered 347068, filed in the office of the City Clerk of said City on March 3, 1944; 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. 347068, on file in the office of the City Clerk, 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. 347068, 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 June 15, 1944.

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 and ordinances 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. 79208 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 27th day of March, 1944.

J. F. DuPAUL, 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 Agree,ent with San Diego Federal Savings and Loan Association for completion of improvements in Laurel Heights; being Document No. 347107.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT COVERING PUMPING, TRANSPORTATION
AND DELIVERY OF CITY OF SAN DIEGO'S WATER
THROUGH THE LA MESA, LEMON GROVE AND
SPRING VALLEY IRRIGATION DISTRICT'S SYSTEM.

THIS AGREEMENT, made and entered into this 24th day of February, 1944, 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, The City of San Diego and the La Mesa, Lemon Grove and Spring Valley Irrigation District entered into an agreement dated March 11, 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, to convey City of San Diego owned water through the La Mesa, Lemon Grove and Spring Valley Irrigation District's system under the conditions set forth; and

WHEREAS, on the 9th day of February, 1943, The City of San Diego and the La Mesa, Lemon Grove and Spring Valley Irrigation District entered into a supplemental agreement, on file in the office of the City Clerk bearing Document No. 342385, covering pumping of City of San Diego owned water through the District's El Monte pumping plant and conveying the same through the District's system into the Murray reservoir; and

WHEREAS, further enlarged use of water by The City of San Diego requiring still larger quantities of water to be delivered by the District for and on account of the City through its system to enable the City to utilize certain storage rights possessed by the City in Murray reservoir, makes it desirable to supersede the agreements above referred to;

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

(1) That the District agrees to transport for the City such water as may be delivered to it by the City at the District's El Monte pumping plant, and which it can reasonably transport, without interfering with its deliveries to its regular consumers, through its main pipe line and system to the point of discharge into the open ditch from which water from the District's main pipe line is carried into the Murray reservoir. Said water to be measured and transported through said open ditch for storage into the Murray reservoir and to be subsequently withdrawn by The City of San Diego for delivery into its distribution system at a cost as follows:

(a) The District to charge the City 50¢ per acre foot for the amount of water discharged from said main district pipe line into the open ditch, and the City agrees to reimburse the District upon receipt of statement.

(b) The District to charge the City the additional cost of power required for pumping the City's water at El Monte pumping plant which shall include the additional cost of power to which the District is liable due to the greater minimum required to be paid on account of the larger horse power connected load due to City water; and the City agrees to reimburse the District for interest and depreciation on plant investment as well as operating costs in the proportion of City water pumped at El Monte pumping plant to the total water pumped. The total interest and depreciation of the plant investment to be taken at Four hundred twenty dollars (\$420.00) per month.

(2) The District agrees to keep the open ditch between the lower end of the District's flume near Eucalyptus reservoir and Murray reservoir in repair for transportation of water and to maintain it during the time that the City requires to have water delivered into said ditch, and the City agrees to pay, upon receipt of billing, the actual costs thereof incurred by the District. The District also agrees that the City may undertake at its own cost such maintenance and betterment work as the City deems expedient.

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

(4) The District agrees to deliver such water as the City may desire to withdraw from Murray reservoir up to the amount of water available to the City, to the City of San Diego's pumping plant at 69th and Mohawk Streets; provided, however, that City water placed in storage in Murray reservoir shall be subject to deduction for proportional evaporation losses.

(5) The City of San Diego will furnish the District daily readings of the Sparling meter on the suction side of the 69th and Mohawk pumps whenever the pumps are operated.

(6) If the District is required to make any connections or perform any other services

in order to provide for withdrawal of the City's water from Murray reservoir for its delivery to the City's distribution system, the District will charge the City the actual cost thereof, which the City agrees to pay.

The City of San Diego recognizes that due to pumping by the District of City water and on account of the basis upon which power charges are made, the District may be charged and be liable for unused power for a period of eleven months following the cessation of pumping City water at El Monte pumping plant, and The City of San Diego agrees to reimburse said District for such additional power charges as the District will be subjected to following cessation of pumping for the City, and the amount thereof shall be determined by the Manager of the Irrigation District and the Hydraulic Engineer of The City of San Diego.

This agreement becomes effective when executed and supersedes the aforementioned agreements of March 11, 1941 and February 9, 1942.

This agreement to be in force for a period of three years from the date hereof.

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

(SEAL)

I hereby approve the form and legality of the foregoing Agreement this 1st day of March, 1944.

J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

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

On this 17th day of February, A.D. 1944, before me, Marie D. Dunne, a Notary Public in and for the County of San Diego, State of California, duly commissioned and sworn, personally appeared Walter W. Cooper, known to me to be the City Manager of The City of San Diego, a municipal corporation, that executed the foregoing instrument, known to me to be the person who executed the said instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same.

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

(SEAL) MARIE D. DUNNE
My Commission expires July 24, 1945 Notary Public in and for the County of San Diego, State of California

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

On this 24th day of February, 1944, before me, LAURA E. CHURCH, a Notary Public in and for the County of San Diego, State of California, duly commissioned and sworn, personally appeared R. M. LEVY and C. HARRITT, known to me to be the President and Secretary respectively, of the La Mesa, Lemon Grove and Spring Valley Irrigation District, that executed the foregoing instrument, known to me to be the persons who executed the said instrument on behalf of the District therein named, and acknowledged to me that such Irrigation District executed the same.

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

(SEAL) LAURA E. CHURCH
My commission expires Oct. 10, 1946 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 Agreement with La Mesa Lemon Grove and Spring Valley Irrigation District covering pumping and transportation and delivery of City water through the District's system; being Document No. 347112.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tolley 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, Pacific Freight Lines and/or Pacific Tank Lines, Inc. is the owner of Lots A to L inclusive, Block 29, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of March, 1944, by Pacific Tank Lines, Inc. that they will, for and in consideration of the permission granted to remove 25' feet of curbing on India St. between entrance to Pacific Freight Lines Yard 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 this company 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.

PACIFIC TANK LINES, INC. and/or
PACIFIC FREIGHT LINES
F. A. DAUGHERTY

STATE OF CALIFORNIA,

County of Los Angeles

ss.

On this 3rd day of March, A.D. Nineteen Hundred and 44, before me, Margaret F. Harris, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. A. Daugherty known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

MARGARET F. HARRIS
Notary Public in and for the County of Los Angeles,
State of California

I HEREBY approve the form of the foregoing agreement this 6 day of March, 1944.

J. F. DuPAUL City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED MAR 8 1944 33 min. past 3 P.M. in Book 1639 at page 320 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

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

W. J. McCARTHY

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Pacific Freight Lines and/or Pacific Tank Lines, Inc.; being Document No. 347120.

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 garage as living quarters

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

ss.

John M. Read and Gertrude E. Read, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Thirty four (34) and the Southeasterly Twelve and one-half (12 1/2) feet of Lot Thirty five (35) Block Sixty Five (65) Subdivision Ocean Beach, located at 4939 Santa Cruz Street;

That we desire to convert an existing garage on the above described property into living quarters, with a portion of the building only three (3) feet from the side lot line, and have applied for a Zone Variance under application No. 2164, dated February 18, 1944;

That we, in consideration of approval granted by the City of San Diego to use said building as living quarters, by Zoning Committee Resolution No. 537, dated March 2, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when the above described property is divided and sold separately from the remaining portion of Lot Thirty Five (35) and Lot Thirty Six (36); this building will then cease to be used as living quarters or will be moved to conform with the existing yard requirements.

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 M. READ

GERTRUDE E. READ

4939 Santa Cruz Ave San Diego

On this 7th day of March, 1944, A.D. Nineteen Hundred and _____, before me, Marion A. Titlow a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John M. Read & Gertrude E. Read 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)

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

My Commission expires April 28, 1946

RECORDED MAR 8 1944 33 min. past 3 P.M. in Book 1639 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

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 John M. and Gertrude E. Read relative to use of garage as living quarters; being Document No. 347129.

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

By Francis T. Patten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 6th day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and Mrs. O. R. Ludvickson, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka &

Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 10 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 6th day of March, 1944, and ending on the 5th day of March, 1945, at and for the following rentals:

The sum of Twenty-six & 06/100 Dollars (\$26.06), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 6th day of March, 1944.

THE CITY OF SAN DIEGO Lessor.

By WALTER W. COOPER

City Manager

MRS. O. R. LUDVICKSON Lessee

By JOHN KRULISH

Address: 2405 Dulzura Ave.

San Diego 2 Calif.

I hereby approve the form of the foregoing Lease this 7th day of March, 1944.

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 Mrs. O. R. Ludvickson on portion Pueblo Lot 1340; being Document No. 347132.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS AGREEMENT, made and entered into this 11th day of April, 1944, by and between THE CITY OF SAN DIEGO, State of California, hereinafter designated as the "City" and BOY'S CLUB OF SAN DIEGO, CALIFORNIA, INCORPORATED, of said City and State, hereinafter designated as the "Lessee", WITNESSETH:

THAT WHEREAS, said Lessee is desirous of leasing from the City certain real property for the purpose of enlarging their present recreational area, said property to be used exclusively for promoting the physical, mental and moral well-being of the boys of the City of San Diego, and particularly for such boys in the immediate vicinity thereof; and

WHEREAS, the use of said property for the purposes aforesaid will promote the general welfare of all the inhabitants of the City of San Diego; NOW, THEREFORE,

For and in consideration of said premises, and in further consideration of the covenants and agreements to be performed by the parties hereto as hereinafter set forth, the City does by these presents lease, demise and let unto the said Lessee the following described property situated in the City of San Diego, County of San Diego, State of California, to-wit:

Those portions of Lots K, L, M, X, Y and Z, Block 12 and those portions of Lots X, Y and Z, Block 10, La Binda Park, according to the Map thereof No. 1538, filed in the Office of the County Recorder of said County of San Diego, and that portion of Greely Court formerly Ivy Court, vacated and closed to public highway use, lying contiguous to and adjoining Lots K, L and M, said Block 12, and Lots X, Y and Z, said Block 10, included within the exterior boundary lines of the tract or parcel of land particularly described as follows, to-wit:

Commencing at a point on the east line of said Block 12 distant thereon 20.00 feet north from the southeast corner thereof; thence north along the east line of said Block 12 and north along the northerly prolongation of the east line of said Block 12 and north along the east line of said Block 10, a distance of 260.00 feet to an intersection with the easterly prolongation of the north line of that certain tract or parcel of land in La Binda Park described as the land leased by The City of San Diego to the Boys' Club of San Diego, California, Incorporated, in lease dated February 4, 1941, filed as Document No. 326557 in the office of the City Clerk of The City of San Diego, California; thence west along the easterly prolongation of the north line of said leased land, a distance of 114.95 feet to the northeast corner of said leased land; thence south along an east line of said leased land being also along a line parallel with the east line of said Block 10, the southerly prolongation of the east line of said Block 10, and parallel with the east line of said Block 12, a distance of 115.00 feet to a corner of said leased land; thence continuing south on a direct line parallel with the east line of said Block 12, a distance of 145.00 feet to an intersection with the easterly prolongation of the most southerly line of said leased land, said last described point being also on a line drawn parallel with and distant

20.00 feet north from the south line of said Block 12 and distant 114.95 feet west from the east line of said Block 12 measured along said last described parallel line; thence east on a direct line parallel with the south line of said Block 12, a distance of 114.95 feet to the point of commencement.

for a term of five (5) years beginning with the date hereof and ending April 11, 1949, at a rental of One Dollar (\$1.00) per year, payable in advance annually.

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

I.

That the above described premises are leased to said Lessee by said City for enlarging the present recreational area of Lessee, to be used exclusively and for no other purpose, in promoting the physical, mental and moral well-being of the boys of the City of San Diego, and providing such means of education, wholesome recreation and proper guidance as may seem most likely and desirable for the accomplishment of the purposes herein set forth.

II.

That this lease shall not be assigned or transferred, nor shall said Lessee have the right to sublet the leased premises or any part thereof, without the consent in writing of the City Council of said City evidenced by a resolution thereof duly adopted for said purpose.

III.

Said Lessee shall bear the entire expenses arising by reason of any improvements on said premises, and any improvements shall conform with all the requirements of the laws of the State of California and the ordinances of The City of San Diego in connection therewith and in the operation and maintenance thereof.

IV.

The City shall not be liable for the repair or upkeep and/or maintenance of any improvements to be located on said premises as aforesaid.

V.

Lessee agrees to make suitable provision, by ample insurance coverage or otherwise, to save the City harmless by reason of any negligent act or omission on the part of said Lessee, its agents and employees, arising out of the use and maintenance of said premises and the improvements thereon.

VI.

The City, by and through its proper officers, reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same and the operation and maintenance thereof.

VII.

That said Lessee, paying said rent and performing the covenants and agreements contained herein, shall and may at all times during said term peaceably and quietly have, hold and enjoy the said premises for the term aforesaid, except as hereinafter provided.

VIII.

If the Lessee shall commit a breach of, or shall fail in the performance of, any covenants, conditions, provisions or terms contained in this lease, the City may terminate and end this lease, and the term and the estate hereby granted, and all rights and interest hereunder, by giving to the Lessee five (5) days' written notice of the City's election to terminate this lease; and, at the expiration of the five (5) days specified in said notice, this lease, and the term and estate hereby granted, and all right and interest of the Lessee hereunder, shall cease, end and expire.

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

IX.

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through a majority of the members of its City Council, under and pursuant to a resolution of said Council authorizing such execution, and said Lessee has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate name and seal to be hereunto affixed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, Lessor,

By HARLEY E. KNOX

FRED W. SIMPSON

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

CHARLES C. DAIL

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK City Clerk

By AUGUST M. WADSTROM

Deputy

(SEAL)

BOYS' CLUB OF SAN DIEGO, CALIFORNIA, INCORPORATED

By WILLIAM J. OAKES

Lessee,

ATTEST: IRVING E. FRIEDMAN

Secretary

(SEAL)

President

I HEREBY APPROVE the form of the foregoing Lease this 10th day of April, 1944.

J. F. DuPAUL, 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 Lease with Boys' Club of San Diego California Inc.; being Document No. 347800.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tacey Deputy

A G R E E M E N T

Regarding use of existing building as a cabinet shop

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
City of San Diego)

Chester L. Holcomb and Eunice V. Holcomb, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Twenty Two (22) Block Nine (9) Subdivision La Mesa Township, located at 6928 Amherst Street;

That we desire to use an existing building on the above described property as a cabinet shop and have applied for a Zone Variance under Petition No. 2114, dated January 14, 1944;

That we, in consideration of approval granted by the City of San Diego to use said building as a cabinet shop by Zoning Committee Resolution No. 530, dated February 24, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that maximum of two (2) employees, besides myself; maximum horse power 3 h.p.; if at any time complaints are made in regard to the noise, the permit will be revoked; hours of operation from 8:00 AM to 6:00 PM; six months after hostilities in the present war cease, this building will then be vacated or will be made to comply with the then existing 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.

CHESTER L. HOLCOMB EUNICE V. HOLCOMB
6928 Amherst 6928 Amherst

On this 7 day of March A.D. Nineteen Hundred and Forty Four, before me, Emory Skaggs a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chester L. Holcomb & Eunice V. Holcomb 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) EMORY SKAGGS
Notary Public in and for the County of San Diego,
My Commission expires September 19, 1946 State of California
RECORDED MAR 15 1944 50 min. past 10 A.M. in Book 1637 at page 443 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Chester L. and Eunice V. Holcomb regarding use of building as cabinet shop; being Document No. 347159.

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

By Francis T. Tatten Deputy

PROJECT CAL-4461
NONDISTURBANCE AGREEMENT

THIS AGREEMENT, entered into this 27th day of October, 1943, by and between the CITY OF SAN DIEGO, a municipal corporation, (hereinafter called the "City") and the UNITED STATES OF AMERICA, acting by the Federal Public Housing Commissioner, (hereinafter called the "Government");

WITNESSETH

WHEREAS the Government has acquired an easement and right of way for drainage purposes in connection with that certain housing project being erected in the City of San Diego and known as Project CAL-4461, over and across a strip of land twenty-seven (27) feet in width being 13.5 feet on each side of a centerline described as follows:

Beginning at the most westerly corner of Lot One in Block 464 of Old San Diego, in the City of San Diego, County of San Diego, State of California, according to map thereof by James Pascoe; thence along the northwesterly line of said Lot 1, North 36° 11' 30" East 81.53 feet to the true point of beginning; thence South 56° 42' 30" East to the intersection with a line that is parallel with and 53 feet at right angles southeasterly from the northwesterly line of said Lot 1.

and

WHEREAS said City is the owner of an easement and right of way for the purpose of constructing and maintaining sewer laterals over and across that certain real property described as follows:

The Northwest 100 feet of Lot 1 in Block 464 of Old 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 1870, a copy of which said map was filed in the office of the Recorder of said San Diego County on December 12, 1921 and is known as Miscellaneous Map No. 40
said grant of easement having been recorded June 5, 1929 in Book 1647, page 165 of Deeds, Official Records of San Diego County; and

WHEREAS it is the desire of the parties hereto to enjoy the use and rights afforded by the respective grants of easements hereinabove mentioned without interference or without interfering by or with the easement of the other party;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

I

It is hereby understood and agreed by and between the parties hereto that each of them shall so construct and maintain any and all structures necessary in connection with the enjoyment and use of their respective easements in such a manner that the same shall not interfere with the use and enjoyment of the easement of the other party hereto.

IN WITNESS WHEREOF the parties hereto have executed this agreement the day and year first hereinabove set forth.

CITY OF SAN DIEGO,
a municipal corporation
HARLEY E. KNOX Mayor
FRED W. SICK Clerk (SEAL)

Approved as to form
J. F. DuPAUL, City Attorney
By H. B. DANIEL, Asst. City Attorney
STATE OF CALIFORNIA

UNITED STATES OF AMERICA
HERBERT EMMERICH
Federal Public Housing Commissioner

County of San Diego)
) ss

On this 27th day of October, 1943 before me August M. Wadstrom, a Notary Public in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Harley E. Knox, known to me to be the Mayor, and Fred W. Sick, known to me to be the Clerk of the City of San Diego, respectively, a municipal

corporation, the corporation described in and who 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 of 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

DISTRICT OF COLUMBIA

City of Washington

) ss

On this 22nd day of January 1944, before me Donna Banderevich, a Notary Public, in and for the District of Columbia, personally appeared Herbert Emmerich, known to me to be the Federal Public Housing Authority Commissioner, who executed the within instrument on behalf of the United States of America, and acknowledged that he executed the above instrument as his free and voluntary act, and as the free and voluntary act of said Federal Public Housing Authority.

In witness whereof, I have hereunto set my hand and affixed my official seal in the District of Columbia the date and year first above written.

DONNA BANDEREVICH

(SEAL)

My commission expires 12/14/47

Notary Public

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Non-disturbance agreement with Public Housing Commission for drainage structures across land in Old San Diego; being Document No. 347177.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS AGREEMENT, made and entered into this 10th day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and LUCY WATT, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 8 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 10th day of March, 1944, and ending on the 9th day of March, 1945, at and for the following rentals:

The sum of Twenty-six & 39/100 Dollars (\$26.39), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 10th day of March, 1944.

THE CITY OF SAN DIEGO Lessor

By WALTER W. COOPER,

City Manager

LUCY WATT

LUCY WATT

By D. A. WATT

Lessee

Address: 2528 - 4th Ave San Diego 3 Cal.

I hereby approve the form of the foregoing Lease this 22d day of March, 1944.

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 Mrs. Lucy Watt for Torrey Pines Park cottage; being Document No. 347179.

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 11th day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and MRS. B. E. HARMER, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 2 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 11th day of March, 1944, and ending on the 10th day of March, 1945, at and for the following rentals:

The sum of Twenty-six & 47/100 Dollars (\$26.47), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 11th day of March, 1944.

THE CITY OF SAN DIEGO Lessor.

By WALTER W. COOPER

City Manager

MRS. B. E. HARMER Lessee.

Address: Box 9 Del Mar

I hereby approve the form of the foregoing Lease this 13th day of March, 1944.

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 Mrs. B. E. Harmer for portion Pueblo Lot 1340; being Document No. 347192.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Francis T. Tamm Deputy

L E A S E

THIS AGREEMENT, made and entered into this 11th day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and RUDOLPH FISCHER 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 12 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 11th day of March, 1944, and ending on the 10th day of March, 1945, at and for the following rentals:

The sum of Twenty-six & 47/100 Dollars (\$26.47), payable upon the execution of this agreement;

Also, the sum of thirty (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 11th day of March, 1944.

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

RUDOLPH FISCHER Lessee
Address: 215 E. Foothill Blvd.
La Verne, Calif.

I hereby approve the form of the foregoing Lease this 13th day of March, 1944.

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 Rudolph Fischer for portion Pueblo Lot 1340; being Document No. 347193.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS AGREEMENT, made and entered into this 13th day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and LOREL MEYERS, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pine's Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 6 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 13th day of March, 1944, and ending on the 12th day of March, 1945, at and for the following rentals:

The sum of Twenty-six & 64/100 Dollars (\$26.64), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 13th day of March, 1944.

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

LOREL MEYERS Lessee
Address: 1215 W Brookes
San Diego 3 Calif.

I hereby approve the form of the foregoing Lease this 13th day of March, 1944.

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 Lorel Meyers for portion Pueblo Lot 1340; being Document No. 347194.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 7th day of March, 1944.

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; UNIVERSITY AVENUE, between the east line of Third Avenue and the westerly line of Park Boulevard; CLEVELAND AVENUE, between the northerly line of University Avenue and the southerly prolongation of the east line of Lot 29, Block 187, University Heights; and NORMAL STREET, between the northerly line of University Avenue and a line parallel to and distant 54.00 feet northerly therefrom, 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 L. M. KLAUBER Vice-Pres.
Principal

ATTEST: _____

(SEAL)

THE CENTURY INDEMNITY COMPANY
By PAUL WOLCOTT Attorney-in-Fact
Surety

STATE OF CALIFORNIA,)

ss.

County of San Diego)

On this 7th day of March, A.D., 1944, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Paul Wolcott, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said
County and State

I hereby approve the form of the foregoing Undertaking this 14 day of March, 1944.

J. F. DuPAUL, 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. 79182 passed and adopted on the 29th day of February, 1944, require and fix the sum of \$371.00 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. 2

THIS AGREEMENT, made and entered into this 21st day of March, 1944, 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 east line of Third Avenue and the westerly line of Park Boulevard;

CLEVELAND AVENUE, between the northerly line of University Avenue and the southerly prolongation of the east line of Lot 29, Block 187, University Heights; and

NORMAL STREET, between the northerly line of University Avenue and a line parallel to and distant 54.00 feet northerly therefrom.

Such furnishing of electric current shall be for a period of one year from and including March 16, 1944, to-wit, to and including March 15, 1945.

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 13, 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 One Thousand Four Hundred Eighty-three and 20/100 Dollars (\$1483.20) 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 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 and Four Hundred Eighty-three and 20/100 Dollars (\$1483.20) 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 Dollars (\$1483.20).

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.

ATTEST: J. A. CANNON (SEAL)
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By L. M. KLAUBER Vice-Pres.

THE CITY OF SAN DIEGO
By FRED W. SIMPSON
H. DEGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

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

I hereby approve the form of the foregoing Contract, this 14 day of March, 1944.

J. F. DuPAUL, 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 University Avenue Lighting District No. 2; being Document No. 347222.

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

By Francis T. Tatten Deputy

AGREEMENT BETWEEN THE CITY OF SAN DIEGO AND THE STATE OF CALIFORNIA

DA-NR 41

This Agreement made and executed this 23rd day of February, 1944, 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.

(a) Under the provisions of the "Defense Highway Act of 1941" the Secretary of the Navy has certified that the construction of a naval access road, to-wit: 6th Street extension between Mission Valley Road and the Linda Vista Housing Project designated by the Public Roads Administration as Project DA-NR 41, access road serving the San Diego Naval area, said road being approximately 1.0 mile in length; is important to national defense and that said road is eligible for allocation of funds from said "Defense Highway Act of 1941."

(b) It is anticipated that Federal funds will be made available for the cost of constructing said road.

(c) The City desires to cooperate in the performance of the required engineering services.

(d) The Department is acquiring the rights of way needed for the project.

(e) The Department has been designated as the agency to construct said road with Federal funds. 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 herein contained the parties agree as follows:

1. The City will perform such engineering services required in connection with this project, as are agreed upon.
2. The Department will reimburse the City, from Federal funds approved therefor, for their actual direct costs involved in the performance of the engineering services provided for hereunder including the use of City-owned automobiles at the rate of four cents per mile, provided however that the City will not be reimbursed for general overhead expense or other charges ruled ineligible by the Public Roads Administration for reimbursement from Federal funds.
3. The rights of way acquired by the Department for the portion of this project between relocated State Route 77 and the Linda Vista Housing Project, will be conveyed to the City at such times as the Department can legally do so.
4. When the availability of Federal funds for said project is assured the Department will provide for the construction of said road without expense to the City except as herein provided.
5. After completion of said project, and upon notice of such completion, the City will maintain the portion of said road between relocated State Route 77 and the Linda Vista Housing Project at its own expense in a manner satisfactory to the authorized agents of the United States.

Approved as to form and procedure

CITY OF SAN DIEGO COUNTY OF SAN DIEGO STATE OF CALIFORNIA By WALTER W. COOPER City Manager

Attorney for the State

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
DIVISION OF HIGHWAYS By G. T. McCOY

Recommended for approval

State Highway Engineer

FRED GRUMM

Ass't. State Highway Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Highway Division for construction of 6th Street Extension; being Document No. 347258.

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

By Francis T. Patton Deputy

DA-NI 53

AMENDATORY AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND THE STATE OF CALIFORNIA

This Amendatory Agreement made and executed this 23rd day of February, 1944, 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.

(a) An agreement dated November 9, 1943, entered into by and between the City and the Department provided among other things that the City would contribute the sum of One Hundred Forty Thousand Dollars (\$140,000) toward the costs involved in the construction of a naval industrial access road over existing and proposed rights of way from U. S. Highway 101 at Harasthy Street to Douglass Street near Hawk Street, including a connection to Washington Street, designated by the Public Roads Administration as Project DA-NI 53, access road serving aircraft industries in the City.

(b) The estimate of the total cost of the project exceeds the funds previously obligated therefor by the City and the United States.

(c) The City desires to further assist in financing this project.

THEREFORE, in consideration of the premises herein contained the parties agree as follows:

1. The City will contribute an additional sum of Fifty-Six Thousand Dollars (\$56,000) toward the cost of the project, said additional sum to be deposited with the Treasurer of the State of California to the credit of the Department on or before March 31, 1944.

2. The total of all monetary contributions by the City, pursuant to the provisions of said agreement dated November 9, 1943, and under the terms of this amendatory agreement, is the sum of One Hundred Ninety-Six Thousand Dollars (\$196,000).

CITY OF SAN DIEGO COUNTY OF SAN DIEGO
STATE OF CALIFORNIA

By WALTER W. COOPER City Manager

Approved as to form
and procedure.

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

Asst. State Highway Engineer

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 Project from Highway 101 to Douglass Street; being Document No. 347259.

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 15th day of March, 1944, 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 the term of three (3) years, beginning on the 1st day of April, 1944, and ending on the 31st day of March, 1947, 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 fully 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 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 15th day of March, 1944.

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

BIG SISTER LEAGUE
By FANNIE S. WOODS

ATTEST: BETTY BLEW

I HEREBY APPROVE the form of the foregoing Lease this 16th day of March, 1944.
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 Big Sister League for cottage at 1769 Front Street; being Document No. 347260.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS AGREEMENT, made and entered into this 6th day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and Vera I. Havaland Poucher - by Mrs. I. D. Goldie, her Attorney in Fact, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 5 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 6th day of March, 1944, and ending on the 5th day of March, 1945, at and for the following rentals:

The sum of Twenty-six and 6/100 Dollars (\$26.06), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 6th day of March, 1944.

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

VERA I. HAVALAND POUCHER Lessee
By MRS. I. D. GOLDIE Attorney in fact
Address: Mrs. I. D. Goldie
3141 India St.

I hereby approve the form of the foregoing Lease this 16th day of March, 1944.

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 Vera I. Havaland Poucher on Pueblo Lot 1340; being Document No. 347261.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 3rd day of March 1944, 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, the City obtains the greater proportion of its domestic and industrial water supply from reservoirs impounding the waters from watershed lands within the Cleveland National Forest and

WHEREAS, electric transmission lines, communication lines, highway and aqueducts vital to national defense industries, military, home and industrial life in the City pass through, or have their origin, within the boundaries of the Cleveland National Forest, and

WHEREAS, major forest fires within said National forest do sometimes destroy electric transmission lines, communication lines, aqueducts, and homes and do impede traffic

movement on highways, and

WHEREAS, serious floods do sometimes follow in the wake of major forest fires, thereby displacing valuable reservoir water with silt and debris, destroying lives, homes, businesses, factories, railroads, electric transmission and communication lines, aqueducts, and highways, and

WHEREAS, some 29,000 acres of watershed land immediately adjacent to City reservoirs were denuded by fire during 1943, and the government as an emergency measure has expended large sums of money, ordinarily used for fire protection purposes, to safeguard reservoirs of the City from flood and siltation through the sowing of common mustard, and

WHEREAS, no additional money has been appropriated to the government to offset these expenditures and provide the degree of fire protection necessary to the watershed and the City water supply and

WHEREAS, mutual benefit does accrue to the City and the government by adequate fire protection,

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

The City agrees to deposit into a cooperative work fund the sum of three thousand dollars (\$3000.00) to be expended by the government for the purpose of defraying a portion of the cost incurred by the government in reseeded burned portions of the city's watershed in the vicinity of Hauser Creek, said money to be deposited with the Regional Fiscal Agent, Forest Service, 760 Market Street, San Francisco, California.

The government agrees to plan the work for, select, supervise and equip men and facilities for the fire protection above mentioned.

If upon December 1, 1944, there is an unobligated balance in the sum deposited with the Regional Fiscal Agent, such amount will be returned to the City.

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 WM. F. FISCHER

Acting Forest Supervisor

I hereby approve the form of the foregoing "Agreement for Cooperative Work" this 3rd day of March, 1944.

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 Agreement for Cooperative Work between the City of San Diego and Cleveland National Forest for reseeded burned watershed areas with mustard seed; being Document No. 347264.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT FOR WATER SERVICE TO INDIVIDUALS WITHIN CITY
LIMITS NOW SERVED BY LA MESA, LEMON GROVE AND SPRING
VALLEY IRRIGATION DISTRICT.

THIS AGREEMENT, made and entered into this 7th day of March, 1944, 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, The City of San Diego, in making use of its water storage right in Murray reservoir and withdrawing comparatively large amounts of water from Murray reservoir, causes the water surface of Murray reservoir to drop materially; and

WHEREAS, the Irrigation District serves two consumers from the District's wood-stave line, which takes out of Murray reservoir, and for which adequate service is dependent upon the maintenance of a comparatively high water level in Murray reservoir; and

WHEREAS, these two existing consumers, in Lot 37 and Lot 38, respectively, of La Mesa Colony, are located within the City limits; and

WHEREAS, the City's operation of Murray reservoir makes it impossible for the District to provide said two consumers with adequate water service, due to the lowering of the water level by the City; NOW, THEREFORE,

IT IS AGREED that The City of San Diego will take over the two aforementioned consumers and serve them with water from the City's distribution system at the rates prevailing within the City for similar service.

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

(SEAL)

The undersigned, NELL M. GOULD, a single woman, being the owner of all that real property situate in the City of San Diego, County of San Diego, State of California, bound and described as follows:

All those portions of Lots 37 and 38 of La Mesa Colony, according to Map thereof No. 346, filed in the office of the County Recorder of San Diego County, California, March 8, 1887, described as follows:

Beginning at a point in the Northerly line of said Lot 37 distant 381.9 feet Easterly from the Northwestern corner of said Lot 37; thence East along said Northerly line to the Northeasterly corner of said Lot 37 being a point in the Westerly line

of said Lot 38; thence Northerly along the Westerly line of said Lot 38 to the Northwesterly corner thereof; thence South 67° 35' East along the Northerly line of said Lot 38, 748.4 feet to the Northeasterly corner thereof; thence Southwesterly along the Easterly line of said Lot 38 to an intersection with a line parallel with and 685 feet North of the South line of said Lot 37 and Lot "D" of said Subdivision; thence Westerly along said parallel line to an intersection with a line parallel with and 381.9 feet East of the West line of said Lot 37; thence North along said last mentioned parallel line to the point of beginning; in consideration of the assumption by the City of service of water to this property, does hereby relinquish any right to receive water upon the said lands from the La Mesa, Lemon Grove and Spring Valley Irrigation District, for herself, her heirs, successors and assigns. Dated at San Diego, California, this 7th day of February, 1944.

NELL M. GOULD

Witness: PAUL BEERMANN

The undersigned, FRED HELM and JULIA HELM, husband and wife, and DOROTHY M. HICKS, a married woman, and EARL M. FLICK, JR., a single man, each being the owner of an interest in that real property situate in the City of San Diego, County of San Diego, State of California, bounded and described as follows:

All that portion of Lot 37 of La Mesa Colony, according to Map thereof No. 346, filed in the office of the County Recorder of San Diego County, California, March 8, 1887, lying Westerly of a line drawn parallel with and distant 381.9 feet Easterly at right angles from the Westerly line of said Lot 37, excepting the portion thereof sold to W. L. and S. M. Kimball;

in consideration of the assumption by The City of San Diego of water service to said real property, do hereby relinquish for themselves, their heirs, successors, and assigns any right to receive water upon said real property or any portion thereof from the La Mesa, Lemon Grove and Spring Valley Irrigation District, a State Agency of the State of California, and each of them do further for themselves, their heirs, successors, and assigns, as a part of the consideration for the assumption of such water service by said City, hereby agree to observe and abide by all rules and regulations adopted and placed into effect by The City of San Diego pertaining to the use and delivery of water by said City to private consumers.

Dated at San Diego, California, this 15th day of February, 1944.

Witness: PAUL BEERMANN

Witness: PAUL BEERMANN

Witness: PAUL BEERMANN

Witness: PAUL BEERMANN

FRED HELM

JULIA HELM

DOROTHY M. HICKS

EARL M. FLICK JR.

STATE OF CALIFORNIA

County of San Diego

On this 16th day of February, 1944, before me, the undersigned, a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Paul Beermann, personally known to me to be the person whose name is subscribed to the within instrument as a subscribing witness thereto, by me being duly sworn, deposed and said that he resides in the County of San Diego, State of California; that he was present and saw Nell M. Gould, Fred Helm, Julia Helm, Dorothy M. Hicks, and Earl M. Flick, Jr., personally known by him to be the same persons described in and whose names are subscribed to the within instrument as parties thereto, sign and execute the same and that he, the affiant, then and there subscribed his name to the within instrument as a witness.

In witness whereof I have hereunto set my hand and affixed the seal of my official office the day and year in this certificate first above written.

MARIE D. DUNN

(SEAL)

My Commission expires July 24, 1945

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

I HEREBY APPROVE the form and legality of the foregoing Agreement this 14th day of March, 1944.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Assistant

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for water service to individuals in City limits now served by La Mesa Lemon Grove and Spring Valley Irrigation District; being Document No. 347287.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS AGREEMENT, made and entered into this 20th day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and GEORGE S. VERMILYEA, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. One of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 20th day of March, 1944, and ending on the 19th day of March, 1945, at and for the following rentals:

The sum of Twenty-seven & 21/100 Dollars (\$27.21), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 20th day of March, 1944.

THE CITY OF SAN DIEGO Lessor
By WALTER W. COOPER

City Manager
GEO. S. VERMILYEA Lessee
Address: 959 W. Grand Ave.
Escondido Calif.

I hereby approve the form of the foregoing Lease this 20th day of March, 1944.

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 George S. Vermilyea for portion Pueblo Lot 1340; being Document No. 347304.

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, George W. Bland & Mary B. Bland is the owner of Lot 23 & 24 (W 55 ft each), Block 149, of Univ. Heights;

NOW, THEREFORE, This agreement, signed and executed this 21st day of March, by Mary B. Bland that _____ will, for and in consideration of the permission granted to remove 12 feet of curbing on 2504 Polk between Arizona and Hamilton, 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 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.

MARY B. BLAND
2504 Polk Ave.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 21st day of March, A.D. Nineteen Hundred and 44, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary B. Bland 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)

CORA WIEDENBECK
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 March, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 29, 1944 20 min. past 3 P.M. in Book 1656 at page 94 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. MCCARTHY

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from George W. and Mary B. Bland; being Document No. 347393.

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, Louise A. Braun is the owner of Lots E & F, Block 85, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this Fourth day of November, by Louise A. Braun that she will, for and in consideration of the permission granted to remove 38 feet of curbing on Seventh between G Street and Market Street, adjacent to the above described property, bind me to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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.

LOUISE A. BRAUN
Pala, San Diego County Calif.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 4th day of November, A.D. Nineteen Hundred and forty-three, before me, H. W. Brewer Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louise A. Brawn known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

H. W. BREWER JR.
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 March, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 29, 1944, 20 min. past 3 P.M. in Book 1658 at page 78 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER W. NOWE, County Recorder

By Deputy H. I. ERB

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 Louise A. Braun; being Document No. 347394.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tardner Deputy

March 25, 1944

Mr. Fred W. Sick
City Clerk
San Diego, California
Dear Mr. Sick:

You are herewith advised that permit is hereby issued to the City of San Diego pursuant to its application of May 28, 1941 to operate the now existing sewage disposal plant near the Destroyer Base and to dispose of the effluent therefrom into San Diego Bay through the present existing outlet.

This permit is conditioned on so operating this sewage disposal system and enlarging it or modifying it so that there will be no nuisance or contamination of San Diego Bay which may be a menace to health.

Yours very sincerely,
WILTON L. HALVERSON
Director of Public Health

WLH:GM

cgg

cc-Walter W. Cooper, City Mgr. Dr. Alex Lesem, Co. Health Officer, Hans W. Jorgensen, City Engineer. J. A. Harmon. S.F. Office. Berkeley Office.

(C O P Y)

March 25, 1944

To: Wilton L. Halverson, M.D.
From: C.G. Gillespie

Subject: In the matter of the application of the City of San Diego, to intercept the sewage of the entire City, treat it by clarification and chlorination near the Destroyer Base and dispose of effluent to San Diego Bay off shore. Date of Application: May 28, 1941.

The text of the application is as follows: "to construct a new sewage treatment plant to treat the sewage of the entire City, to be located near the Bay of San Diego at Una and Jutewood Streets, with an outfall discharging the effluent from the plant into the Bay of San Diego."

Plans and report have been submitted for the plant. However, the plant was constructed as a WPA and a PWA project in advance of permit and it is not known that the plant conforms exactly to these plans.

The purpose of this project was to intercept all sewage emptied to San Diego Bay and Pacific Ocean at various points, including the City of Coronado, National City and La Mesa. Though not all these sewers are as yet intercepted it is understood that over 250,000 people or roughly half the total now sewers to the plant. The plant has been in operation for several months and no adverse complaints or criticism has yet appeared.

Treatment consists of:

- (1) Rough screen, 1
- (2) Grit removal unit, 1
- (3) Scum removers by 2 vacuators
- (4) Flocculation and clarification in 3 mechanical clarifiers
- (5) Prechlorination for odor control
- (6) Post chlorination for disinfection
- (7) Sludge digestion in 3 enclosed heated digesters
- (8) Elutriation of sludge, 1
- (9) Sludge drier, 1
- (10) Odor control of various buildings containing the enclosed processes

The location of the plant is near the shores of San Diego Bay at the south city limits, adjacent to the Destroyer Base. It adjoins National City. On 3 sides the plant is now hemmed in by the Destroyer Base, industries and a large housing project which make a much more severe isolation problem than existed when the plans were made. The plant was designed for 375,000 and a flow of 20.6 m.g.d. Present loadings are somewhat over half this amount. A potential loading is perhaps 400,000 or 450,000 at least during the war. Whether the plant will suffice under all loading conditions remains to be demonstrated. The most saving feature is the chlorination and it should be expected that the City will use it to eliminate nuisance and prevent pollution of San Diego Bay at points where its waters may menace health.

It is therefore recommended that permit be granted as applied for subject to the condition that:

- (1) Nuisance be prevented or controlled.
- (2) No dangerous pollution of San Diego Bay.

(3) The plant to be enlarged or modified in advance of need.

Yours very truly,
BUREAU OF SANITARY ENGINEERING
C. G. GILLESPIE

Chief

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from the State Bureau of Sanitary Engineering to operate the Sewage Disposal Plant; being Document No. 347479.

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 31st day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and D. B. NORTHRUP 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 7 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 31st day of March, 1944, and ending on the 30th day of March, 1945, at and for the following rentals:

The sum of Twenty-eight & 11/100 Dollars (\$28.11), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 31st day of March, 1944.

THE CITY OF SAN DIEGO Lessor

By WALTER W. COOPER

City Manager

D. B. NORTHRUP Lessee

Address: 771 - 22nd St.

San Diego, Cal.

I hereby approve the form of the foregoing Lease this 31st day of March, 1944.

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 D. B. Northrup for portion Pueblo Lot 1340; being Document No. 347493.

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 15th day of March, 1944, 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, 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 center line of 43rd Street to the center line of Euclid Avenue, from the center line of University Avenue to the center line of Monroe Avenue; from the center line of Monroe Avenue north to canyon rim; from the center line of 43rd Street to center line of Euclid Avenue.

Tuesday From the center line of Dwight Street to the center line of University Avenue; from the center line of Utah Street to the center line of Boundary Street; from the

center line of Utah Street to the center line of Felton Street; from the center line of Upas Street to the 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 Sixth Avenue.
Friday From the center line of 24th Street to the center line of 28th Street; from the center line of Russ Boulevard to the center line of Imperial Avenue.

The period of this contract shall extend from March 15, 1944 to June 30, 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 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 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. 79243 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 31st day of March, 1944.

J. F. DuPAUL, 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 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 \$4,200.00

Dated March 1st 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo S. G. GOODWIN refuse collection

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 City rubbish; being Document No. 347504.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LE A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of April, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation within the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter called the "City," and CONSOLIDATED VULTEE AIRCRAFT CORPORATION, a private corporation organized and existing under and by virtue of the laws of the State of Delaware, as Lessee, hereinafter called the "Corporation," WITNESSETH:

FIRST:

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

PARCEL NO. 1:

All of that tideland area lying between the mean high tide line of the Bay of San Diego, as said mean high tide line was established by the Superior Court of the State of California, in and for the County of San Diego, in that certain action numbered 35473, and the northeasterly 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, and between the southwesterly prolongation of the southeasterly line of Sassafras Street and the southwesterly prolongation of the northwesterly line of Palm Street; containing 134,400 square feet of tideland area.

(Subject to the existing lease made by the City to Hartley J. Stackhouse, and assigned by him to La Mesa Oil Company, which said lease is for a term ending October 15, 1951, for 7,032 square feet of tidelands. That said lease shall not be renewed by the City, and the rental therefrom shall during the term thereof go to and be retained by the City.)

PARCEL NO. 2:

All of that tideland area lying between the mean high tide line of the Bay of San Diego, as said mean high tide line was established by the Superior Court of the State of California, in and for the County of San Diego, in that certain action numbered 35473, and the northeasterly 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, and between the southwesterly prolongation of the northwesterly line of Sassafras Street and the southwesterly prolongation of the southeasterly line of Vine Street; containing 94,000 square feet of tideland area.

PARCEL NO. 3:

All of that tideland area lying northwesterly from the southwesterly prolongation of the northwesterly line of Vine Street, between the mean high tide line of the Bay of San Diego, as said mean high tide line was established by the Superior Court of the State of California, in and for the County of San Diego, in that certain action numbered 35473, and the northeasterly 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; containing 8,650 square feet of tideland area.

PARCEL NO. 4:

Beginning at a point on the southwesterly 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, distant 310.5 feet northwesterly from the point of intersection of the southwesterly prolongation of the northwesterly line of Quince Street with the southwesterly line of said Atlantic Street (now named Pacific Highway); thence at right angles south $53^{\circ} 29' 10''$ west a distance of 599.99 feet to a point; thence north $68^{\circ} 16' 30''$ west a distance of 759.95 feet; thence north $36^{\circ} 30' 50''$ west a distance of 2290.73 feet, more or less, to an intersection with the southwesterly prolongation of the southeasterly line of Harasthy Street; thence north $28^{\circ} 49' 59''$ east along the southwesterly prolongation of the southeasterly line of Harasthy Street a distance of 414.10 feet, more or less, to an intersection with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by the Superior Court of the State of California, in and for the County of San Diego, in that certain action numbered 35473; thence southeasterly following along the said mean high tide line to its point of intersection with the southwesterly line of said Atlantic Street (now named Pacific Highway); thence southeasterly following along the southwesterly line of said Atlantic Street to the point or place of beginning; containing 2,602,750 square feet of tideland area.

PARCEL NO. 5:

Commencing at the northwesterly corner of the United States Coast Guard Base, said point having the following coordinates based on the original Old Town Monument, said coordinates being south 82°09.88 feet, east 592.58 feet; thence northwesterly along a curve concave to the southwest, whose tangent bears north 68° 31' west, having a radius of 1948.50 feet through a central angle of 0° 35' 17", a distance of 20.00 feet to a point on said curve, said point being the true point of beginning; thence continuing northwesterly along said curve through an additional central angle of 17° 20' 32", a distance of 589.77 feet; thence north 86° 26' 49" west to an intersection with the boundary of the San Diego Municipal Airport and the United States Marine Corps Base, a distance of 2523.78 feet; thence south 28° 50' 25" west along said boundary of said San Diego Municipal Airport and United States Marine Corps Base a distance of 598.06 feet to a point, said point being distant 115 feet at right angles northeasterly from the combined Pierhead and Bulkhead Line, as said combined Pierhead and Bulkhead Line is now established for the Bay of San Diego; thence south 85° 23' 03" east, along a line parallel to and distant 115.00 feet at right angles northeasterly from the said combined Pierhead and Bulkhead Line, a distance of 2636.31 feet; thence north 58° 42' 44" east a distance of 261.87 feet; thence south 68° 31' east a distance of 354.59 feet to a point on a curve, said curve being concave to the southeast, and whose tangent bears north 35° 21' east and whose radius is 84.63 feet; thence northeasterly along said curve through a central angle of 30° 36' a distance of 45.20 feet to a point, said point being distant 20.00 feet at right angles northwesterly from the northwesterly boundary of said United States Coast Guard Base; thence north 21° 29' east parallel to and distant 20.00 feet at right angles northwesterly from said northwesterly boundary of said United States Coast Guard Base a distance of 452.20 feet to the true point of beginning; containing a total of 1,740,895 square feet of tidelands, of which 393,640 square feet are water covered area.

Said described lands being shown and designated on Harbor Department Drawing No. 123-B-5, Sheets 1, 2 and 3, marked "Exhibit A," attached hereto and made a part of this lease.

SECOND:

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

THIRD:

Subject to all rules and regulations in force applicable to the maintenance and operation of said Lindbergh Field, the full and free access, ingress and egress to and from the leased premises; landing field, radio station, ramps, runways, and convenient public roads and ways, for its employees, patrons, invitees, vehicles, aircraft, service connections and mobile fueling equipment.

FOURTH:

In connection with the premises described herein as Parcel No. 5, the Corporation shall have the right to construct and maintain docks and/or ramps on the leased premises and the right of exclusive use of said docks and/or ramps; together, also, with the right to the unobstructed use of the waters of the Bay of San Diego abutting said premises for a distance of 500 feet bayward therefrom.

TO HAVE AND TO HOLD the said premises and appurtenances, together with the rights and privileges expressed herein or necessarily inferred therefrom unto the said Consolidated Vultee Aircraft Corporation for the period of thirty-nine (39) years, commencing on the 1st day of April, A.D. 1944, and extending to the 31st day of March, A.D. 1983, at and for the rental of eight thousand four hundred fifty dollars (\$8,450.00) per year, payable yearly in advance on or before the first day of each year of said term, the first payment payable on or before the 1st day of April, A.D. 1944.

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

(1) That the demised premises shall be used principally for the purpose of manufacturing, repairing, remodeling, overhauling, storing, operating and selling aircraft, motor vehicles, motors, and related products, and for any purposes connected therewith or incidental thereto.

(2) That any buildings or structures hereafter erected upon the leased premises shall be in accordance with all valid city ordinances and regulations having application thereto, and that the plans therefor shall, prior to the erection of such buildings or structures, be submitted to and approved by the Harbor Commission of said City.

With respect to the premises described as Parcel No. 5 hereof the Corporation shall maintain during the life of this lease a substantial fence around the landward boundaries of said premises. Where the leased premises abut upon and adjoin Harbor Drive, as shown on Sheet 3 of Harbor Department Drawing No. 123-B-5, attached hereto, marked "Exhibit A," and made a part hereof, the Corporation shall reserve a space of sufficient width between the fence constructed upon the boundary line of the leased premises to provide a service road between such fence and any permanent buildings or structures erected or to be erected upon the premises described as Parcel No. 5; and the Corporation shall also at its own expense, and without cost to the City, install and maintain all bulkheads, sewers and pavements on said premises, including water, gas and electric services to and upon the same.

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

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

(3) That in the use of said Lindbergh Field, as hereinabove provided, the Corporation shall be subject to all reasonable conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of any ordinance of said City, and likewise to all laws of the United States, State of California, and charter and ordinances of The City of San Diego applicable to the operation of airports and/or aircraft and/or to the leasing of tidelands by said City.

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

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

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

(7) The Corporation shall during the entire term of this lease, and any extension or renewal thereof, maintain and operate its main manufacturing plant upon said leased premises.

If the Corporation shall at any time during the term of this lease, and any extension or renewal thereof, discontinue the use of said premises for the purposes herein contemplated, or shall establish or maintain its main manufacturing plant or operations elsewhere, the City shall have the right, as its sole and exclusive remedy, upon sixty (60) days' written notice, to terminate this lease and all rights and privileges granted hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises; provided, further, that the Corporation shall at any time prior to the expiration of this lease, and any extension or renewal thereof, anything to the contrary in this lease notwithstanding, have the right, at its election, to surrender to the City this lease and all of its rights hereunder, save and except the right of the Corporation to remove buildings, improvements, structures and equipment that it may have theretofore placed upon said premises, upon payment to the City of all rentals accrued to the date of such surrender, without any further liability on the part of the Corporation. In event of such surrender, however, the Corporation shall have no claim upon the City for the rebate or return of any amount of rent theretofore paid by it hereunder.

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

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

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

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

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

(13) The City shall maintain Lindbergh Field in accordance with official plans and program as the same now exists, for the full and free, non-exclusive use, of the Corporation, in common with others, of the said field, for flying activities during the full term of this lease, together with any extensions thereof.

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

(15) The City shall, at all times during the term or any extension or renewal hereof, maintain suitable trackage southeasterly of the northwesterly line of Palm Street which will connect the main line of The Atchison, Topeka and Santa Fe Railway with the existing railroad spur track on Parcels 1 and 4 of the leased premises, and shall permit a portion of said spur track to cross Pacific Highway at its present location or at some other point contiguous to the leased premises which later might be more convenient to the corporation.

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the thirty-nine year term hereby granted, the Corporation shall, provided it is not then in default as to any of the terms or conditions herein contained, have the right to a renewal of this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of fifty (50) years; provided, further, that if the Corporation shall desire and intend to avail itself of the right to such renewal it shall notify the City in writing thereof at least one year prior to the expiration of the thirty-nine year term of this lease, and not more than five (5) years nor less than two (2) years prior to the expiration of said term the City shall notify the Corporation in writing of the provisions of this paragraph. The failure of the Corporation to give said notice of renewal shall relieve the City from any obligation to make such renewal, provided the City has itself given the notice to the Corporation herein provided for.

Upon the effective date of this lease the following leases now held and owned by the Corporation shall terminate and be of no force or effect, save only that there shall be an adjustment between the City and the Corporation of any rentals payable or paid under any of said leases; it being understood that the Corporation shall be obligated to pay to the City or shall be credited with the payment, as the case may be, of rentals reserved by said leases, or any of them, at the time the same are terminated:

R H VANDEMAN
EMIL KLICKA
WM.E. HARPER
J.M. LADDON
L.A. BUSSEY

(1) Lease between the City and the Corporation, dated June 15, 1933, for a term ending June 30, 1983, as modified by the agreement of March 7, 1935, and as further modified by the agreement of March 15, 1936, and as further modified by the agreement of July 1, 1936.

(2) Lease between the City and the Corporation, dated October 16, 1939, for a term ending June 30, 1983.

(3) Lease between the City and the Corporation, dated September 1, 1940, for a term ending June 30, 1983.

(4) Lease between the City and Frontier Enterprises, Incorporated, dated September 1, 1941, for a term ending August 31, 1983, which said lease is assigned to and owned by Consolidated Vultee Aircraft Corporation.

Together, also, with the following leases assigned to and owned by said Consolidated Vultee Aircraft Corporation:

(1) Lease between the City and General Petroleum Corporation, dated September 29, 1936, for a term ending September 28, 1951, for 16,165 square feet of tidelands.

(2) Lease between the City and E. J. Louis, dated January 15, 1931, for a term ending January 15, 1981, for 2,646 square feet of tidelands, assigned to Frontier Enterprises, Incorporated, and by it assigned to Consolidated Vultee Aircraft Corporation.

(3) Lease between the City and E. J. Louis, dated January 15, 1931, for a term ending January 15, 1981, for 6,004 square feet of tidelands, assigned to Frontier Enterprises, Incorporated, and by it assigned to Consolidated Vultee Aircraft Corporation.

(4) Lease between the City and Hancock Oil Company, dated May 7, 1931, for a term ending May 7, 1951, for 21,408 square feet of tidelands.

(5) Lease between the City and Hercules Gasoline Company, dated February 26, 1931, for a term ending February 25, 1951, for 10,273 square feet of tidelands, assigned to Shipkey and Pearson, Inc., and thereafter assigned to Consolidated Vultee Aircraft Corporation.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Corporation, Lessee as aforesaid, has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, and this instrument when so executed shall be deemed effective from the date first hereinabove written.

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

THE CITY OF SAN DIEGO Lessor

By R. H. VAN DEMAN

EMIL KLIKA

WM. E. HARPER

Members of the Harbor Commission of The City of San Diego

CONSOLIDATED VULTEE AIRCRAFT CORPORATION Lessee

By J. M. LADDON

Executive Vice President

ATTEST: R. A. BUSSEY

Assistant Secretary (SEAL)

STATE OF CALIFORNIA

County of San Diego

ss

On this 1st day of April, 1944, before me, Zola E. Gartner, a Notary Public in and for the County of San Diego, State of California, duly commissioned and sworn, personally appeared R. H. VAN DEMAN, EMIL KLIKA and W. E. HARPER, personally known to me to be the members of the Harbor Commission of The City of San Diego, a municipal corporation in the County of San Diego, State of California, the municipal corporation that executed the foregoing instrument, known to me to be the persons who executed the said instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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

ZOLA E. GARTNER

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

My Commission expires July 2-47.

I hereby approve the form of the foregoing Lease this 1st day of April, 1944.

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 Consolidated-Vultee Aircraft Corporation; being Document No. 347503.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum Deputy

RELINQUISHMENT OF MILITARY ROAD

ROAD XI-S.D.-FDR; DA-NR 8

HARBOR DRIVE SOUTH

WHEREAS, pursuant to the provisions of the Streets and Highways Code, and particularly Section 820.5 thereof; the Department of Public Works of the State of California acquired rights of way for and constructed that certain military highway in San Diego County designated as XI-S.D.Fdr; DA-NR 8, Harbor Drive South, consisting of that portion of Harbor Drive from Eighth Street in National City to Civic Center in San Diego, said highway being approximately 5.6 miles in length; and

WHEREAS, upon completion of construction thereof the United States refused to accept the same for maintenance and control, and

WHEREAS, by resolution of the California Highway Commission passed on October 21, 1943 that portion of said military highway from the Southerly City Limits of San Diego at Division Street, produced, to Pacific Highway, and along Pacific Highway from Harbor Drive to Market Street, was adopted as State Highway, road XI-S.D.-2-SD, and

WHEREAS, the portions of said military highway in the City of San Diego lying west of Pacific Highway and lying between Harbor Drive and Main Street in the vicinity of Schley Street were not, by said Highway Commission resolution, made a part of the State Highway system, now, therefore,

IT IS VOTED, that the State of California, acting by and through the California Highway Commission, hereby relinquishes to the City of San Diego those portions of said military highway, including the right of way therefor, described as follows:

PARCEL NO. 1.

A portion of Lots 1, 2, 3, 45, 46, 47, 48 and the alley closed to public use in Block 77 of San Diego Land and Town Company's Addition, according to Map No. 379, Records

of San Diego County, more particularly described as follows:-
BEGINNING at a point in the Northwesterly line of said Block 77 which bears North 39° 08' 47" East, 146.87 feet from the most Westerly corner thereof; thence from a tangent which bears South 60° 24' 15" East, along a curve to the left with a radius of 1860.08 feet, concentric with and distant 50 feet Northeasterly measured radially from the centerline of the main track of the San Diego and Arizona Eastern Railway, through an angle of 2° 45' 30", a distance of 89.54 feet; thence from a tangent which bears North 66° 26' West, along a curve to the left with a radius of 270 feet, through an angle of 20° 52' 45", a distance of 98.39 feet to said Northwesterly line of Block 77; thence along said Northwesterly line North 39° 08' 47" East, 25.94 feet to the point of beginning.

PARCEL NO. 2.

A portion of Lots 20 to 24 inclusive and the alley closed to public use in Block 78 of San Diego Land and Town Company's Addition, according to Map No. 379, Records of San Diego County, more particularly described as follows:

BEGINNING at a point in the Southeasterly line of said Block 78 which bears North 39° 08' 45" East, 46.79 feet from the most Southerly corner thereof; thence from a tangent which bears North 58° 10' 41" West, along a curve to the right with a radius of 1950.08 feet, concentric with and distant 40 feet Southwesterly measured radially, from the centerline of the main track of the San Diego and Arizona Eastern Railway, through an angle of 3° 11' 26", a distance of 108.59 feet; thence from a tangent which bears South 79° 33' 13" East, along a curve to the left with a radius of 125 feet, through an angle of 23° 06' a distance of 50.40 feet; thence North 77° 20' 47" East, 50.06 feet; thence along a curve to the right with a radius of 330 feet; through an angle of 9° 53", a distance of 56.92 feet to said Southeasterly line of Block 78; thence along said Southeasterly line South 39° 08' 47" West, 102.33 feet to the point of beginning.

PARCEL NO. 3.

A portion of Lots 15 to 24, inclusive, in Block 21 of Reed and Hubbell's Addition, according to Map No. 327, Records of San Diego County; and Lots 1, 2 and #1 to 48, inclusive, and the alley closed to public use in Block 77 of San Diego Land and Town Company's Addition, according to Map No. 379, Records of San Diego County; and of 26th Street closed to public use lying between said Blocks 21 and 77; said portion being more particularly described as follows:

BEGINNING at a point on the Northwesterly line of said Block 77 which bears North 39° 08' 47" East, 146.87 feet from the most Westerly corner thereof; thence, along said Northwesterly line North 39° 08' 47" East, 65.35 feet; thence South 66° 15' 33" East 193.98 feet to the Northerly production of the Westerly line of said Block 21; thence, along said Northerly production of said Westerly line South 0° 24' 18" East, 31.91 feet to the Northwesterly corner of said Block 21; thence, along the Northerly line of said Block 21, North 89° 35' 42" East, 250.00 feet to the Northeast corner of said Lot 15 of Block 21; thence, along the East line of said Lot 15, South 0° 24' 18" East, 68.55 feet; thence, South 68° 30' 40" West, 98.71 feet; thence, from a tangent which bears North 73° 05' 30" West, along a curve to the right with a radius of 1860.08 feet, concentric with and distant 50 feet Northeasterly from the centerline of the main track of the San Diego and Arizona Eastern Railway, through an angle of 12° 41' 15" a distance of 411.89 feet to the point of beginning.

PARCEL NO. 4.

A portion of Lots 7 to 14 inclusive, in Block 21 of Reed and Hubbell's Addition, according to Map No. 327, Records of San Diego County, described as follows:

BEGINNING at the Northwest corner of said Lot 14; thence, along the North line of said Block 21, N 89° 35' 42" E. 177.79 feet to a point in the North line of said Lot 7; thence, S 68° 30' 40" W., 190.55 feet to the West line of said Lot 14; thence, along said West line, N 0° 24' 18" W., 68.55 feet to the point of beginning.

PARCEL NO. 5.

All that portion of the Tide Lands of the City of San Diego, as described in Parcel No. 2, set apart and dedicated forever to the public use as and for a public street, and named Harbor Drive, by Resolution No. 227 of the Harbor Commission of the City of San Diego, adopted May 14, 1942, which lies Westerly of the Southerly production of the West line of that portion of said Tide Lands set apart and dedicated forever to the public use as and for a public street, and named Pacific Highway, by Resolution No. 226 of said Harbor Commission adopted May 14, 1942.

IT IS VOTED, further that it is the purpose of this resolution to cause the portions of said highway hereby relinquished to become city streets and to transfer said portions of said highway and all of the right, title and interest of the State of California in and to said portions of said highway to the City of San Diego.

THIS IS TO CERTIFY That the foregoing is a full and correct copy of the original resolution passed by the California Highway Commission at its meeting regularly called and held on the 16th day of March, 1944, in the City of Sacramento, a majority of the members of said Commission being present and voting therefor.

Dated this 17th day of March, 1944.

G. N. COOTE

Assistant Secretary of the California Highway Commission (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Relinquishment from State of California to the City of San Diego of Harbor Drive South; being Document No. 347505.

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 portion of an existing garage as living quarters

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego } ss.

Bessie M. Sampo and Henry L. Sampo, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Thirty eight (38) and North Ten (10) feet of Lot Thirty nine (39) Block F Subdivision University Heights, located at 4758 Idaho Street;

That we desire to convert a portion of an existing garage on the above described property into living quarters with a one foot (1') six inch (6") sideyard and have applied for a Zone Variance under Petition No. 2194, dated March 13, 1944;

That we, in consideration of approval granted by the City of San Diego to use a portion of the garage as living quarters by Zoning Committee Resolution No. 554, dated March 23, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the portion of the building used as a garage will remain as a garage and will never be 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.

HENRY L. SAMPO
4758 Idaho St.

BESSIE M. SAMPO
4758 Idaho St.

On this 3rd day of April A.D. Nineteen Hundred and Forty Four, before me August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Bessie M. & Henry L. Sampo 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

RECORDED APR 7 1944 55 min. past 9 A.M. in Book 1653 at page 301 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.

VIRGINIA WEBER

Copyist 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 Bessie M. & Henry L. Sampo re use of building at 4758 Idaho Street; being Document No. 347507.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS AGREEMENT, made and entered into this 22nd day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and C. M. POTTS, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 13 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 22nd day of March, 1944, and ending on the 21st day of March, 1945, at and for the following rentals:

The sum of Twenty-seven and 38/100 Dollars (\$27.38), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

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

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 22nd day of March, 1944.

THE CITY OF SAN DIEGO Lessor

By WALTER W. COOPER

City Manager

C. M. POTTS Lessee

Address: 2117 Logan Ave. San Diego

I hereby approve the form of the foregoing Lease this 4 day of April, 1944.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with C. M. Potts for portion Pueblo Lot 1340; being Document No. 347532.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. T40cg-524

INVITATION, BID, AND ACCEPTANCE

(short term contract)

NAVY DEPARTMENT-U. S. COAST GUARD
Times Building, Long Beach, CaliforniaDistrict Coast Guard Officer
11th Naval District
28 March, 1944

Invitation

Sealed bids, in quadruplicate subject to the conditions on the reverse hereof, will be received at this office until 10:00 o'clock a.m., 1 April, 1944, and then publicly opened, for furnishing the following supplies, and/or services, for delivery at point stated below.

(Signed) A. C. HOLLAND Supply Officer
A. C. HOLLAND Lieut. USCG

1. For furnishing water service to U. S. Coast Guard Clothing Locker located at 1102 Rosecrans Street, San Diego, California, until further notice.

A copy of the authorized legal rates shall be attached to each copy of the invitation.

"(a) NON-DISCRIMINATION IN EMPLOYMENT. The contractor hereby agrees that, in performing the work required by this contract, it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

"(b) The contractor hereby agrees that a provision identical with paragraph (a) above will be included in all of its sub-contracts.

"(c) For the purpose of this article, sub-contracts shall be deemed to include all purchase orders and agreements to perform all or any part of the work, or to make or furnish any article required for the performance of this contract, except purchase orders or agreements for the furnishing of standard commercial articles or raw materials."

COMPLIANCE WITH STATE LAW: Notwithstanding any provision, general or specific, nothing in this contract shall require the contractor to refrain from performing any requirement under the laws of California.

The premises for which this service is required are privately owned. Property is leased from Miss Josephine D. Sutton under Contract No. T40cg-518.

Bid March 29, 1944

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within _____ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within _____ calendar days after receipt of order.

Discounts will be allowed for payment as follows: _____ per cent 10 calendar days; _____ percent 20 calendar days; _____ percent 30 calendar days.

Bidder City of San Diego Address Room 164, Civic Center
Water Department San Diego 1, California

By WALTER W. COOPER Title City Manager

ACCEPTANCE BY THE GOVERNMENT 1 April, 1944

Accepted as to items numbered 1, as per attached rate schedule

Name H. E. SOLOMON Title By direction of District Coast Guard Officer,
H.E. SOLOMON, Lieut. Comdr., USCG 11th Naval District

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.

3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby; Provided, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.

4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby; Provided, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be final and conclusive on the parties hereto, subject only to appeal within 30 days, by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Navy Department for supplying water to Coast Guard Clothing Locker at 1102 Rosecrans Street; being Document No. 347533.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

HA(CAL-4098)mph-104; Supp.#1

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

THIS AGREEMENT, made and entered into this 3rd day of January, 1944, between the United States of America, hereinafter called the "Government," and 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 "Utility."

WITNESSETH:

WHEREAS, the Government and the Utility entered into a Contract dated August 1, 1943 (Identification No. HA(CAL-4098)mph-104) for the supplying of water to the housing development consisting of approximately 347 trailer units located in or near the City of San Diego, California; and

WHEREAS, the parties desire to amend paragraph eleven (11) thereof;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties hereto, and for other good and valuable consideration, it is hereby agreed that paragraph eleven (11) of said contract, reading as follows:

"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:

580 ft. south of south line of Colton Street on 28th Street, West"

be, and it is hereby amended to read as follows:

"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:

98 feet East of the East line of San Miguel Street on Ocean View
Boulevard South

It is further agreed that this supplement shall be effective as of the date of initial delivery of water to the Development.

All provisions of said contract dated August 1, 1943, except paragraph 11 thereof, shall remain the same.

IN WITNESS WHEREOF, the parties hereto have caused this supplement to be duly signed and executed in quadruplicate as of the day and year first above written.

UNITED STATES OF AMERICA

By JAMES W. ROUTH

For the Federal Public Housing Commissioner

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

(SEAL)

ATTEST: FRED W. SICK City Clerk

NATIONAL HOUSING AGENCY

FEDERAL PUBLIC HOUSING AUTHORITY

I, Fred W. Sick, hereby certify that I am the City Clerk of the City of San Diego, a municipal Corporation, organized and existing under the laws of the State of California; that Walter 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-4098) 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 at San Diego, this 16th day of Feb., 1944.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amended contract between the United States for supplying water to Housing Project at 42d and Oceanview; being Document No. 347572.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

HA(CAL-4098)mph-104

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 1st day of August 1943, 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 347 trailer units located in or near the City of San Diego, (Identification No. CAL-4098), 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. Provided, however, that if, by request, master meters are installed at different locations to serve the Development, the readings of such meters shall be billed separately.

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 readings 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 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 (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: 580 ft. south of south line of Colton Street on 28th Street, west.

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. This contract cancels and supersedes Contract No. ERAfsa 695, Sup. 1 of December 2, 1942, insofar as this project is affected thereby.

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.

24. Non-discrimination in Employment: There shall be no discrimination by reason of race, creed, color, national origin or political affiliations, against any employee or applicant for employment, qualified by training and experience, for work in connection with this contract. The Utility shall include the foregoing provision in all subcontracts for any part of the work of this Contract.

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

(SEAL)

ATTEST: FRED W. SICK City Clerk

NATIONAL HOUSING AGENCY
FEDERAL PUBLIC HOUSING AUTHORITY

I, Fred W. Sick, hereby certify that I am the City Clerk of the City of San Diego, a municipal corporation, organized and existing under the laws of the State of California; that Walter 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-4098) 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.

(SEAL)

FRED W. SICK

Dated at San Diego, this 26th day of November, 1943.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the United States and the City for supplying water to Housing Project at 42d and Oceanview; being Document No. 347573.

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 3rd day of April, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and Francis W. Szalinski, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 9 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 3rd day of April, 1944, and ending on the 2nd day of April, 1945, at and for the following rentals:

The sum of Twenty-eight and 36/100 Dollars (\$28.36), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 3rd day of April, 1944.

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

F. W. SZALINSKI Lessee
Address: 2329 India St. San Diego 1
J. F. DuPAUL, City Attorney

I hereby approve the form of the foregoing Lease this 5 day of April, 1944.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Francis W. Szalinski for portion Pueblo Lot 1340; being Document No. 347579.

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 use of garage as living quarters

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

Edward C. Hall and L. H. Fish, President and Secretary, respectively, of The M. Hall Company, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Lot D and a portion of Lot E Block Three hundred eight (308) Subdivision Horton's Addition, located at 2720 - 4th Avenue;

That we desire to convert an existing garage on the above described property into an apartment with a one (1) foot sideyard and have applied for a Zone Variance under Petition No. 2209, dated March 20, 1944;

That we, in consideration of approval granted by the City of San Diego to use said garage as living quarters by Zoning Committee Resolution No. 560, dated April 3, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that at the duration of the Federal Lease, or a maximum of eight (8) years from the date of the Resolution, the the garage on the above described property will then 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.

THE M. HALL COMPANY
By: EDWARD C. HALL Edward C. Hall
L. H. FISH L. H. Fish

(SEAL)

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 4th day of April, 1944, before me, the undersigned a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared Edward C. Hall known to me to be the President and L. H. Fish known to me to be the Secretary Treasurer of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission expires August 4, 1946

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

RECORDED APR 7 1944 55 min. past 9 A.M. in Book 1653 at page 300 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.

VIRGINIA WEBER

Copyist 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 The M. Hall Company re use of garage as living quarters at 2720 4th Avenue; being Document No. 347580.

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 Kramer is the owner of Lot 5, Block 8, of F. T. Scripps Addition to La Jolla Park

NOW, THEREFORE, This AGREEMENT, signed and executed this 24 day of February, by Harold Kramer that I will, for and in consideration of the permission granted to remove 18 ft. feet of curbing on 7032 Draper between Westbourne and Fern Glenn, 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.

HAROLD KRAMER
7032 Draper, La Jolla Cal

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 15th day of March, A.D. Nineteen Hundred and Forty Four, before me, Lucille R. Lennard, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold Kramer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 26, 1947

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

I HEREBY approve the form of the foregoing agreement this 5th day of April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 7 1944 55 min. past 9 A.M. in Book 1652 at page 425 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. M. EVANS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Harold Kramer; being Document No. 347583.

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 Bacon is the owner of Lots 182 and 183, in Talmadge Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of April, by Harold Bacon that he will, for and in consideration of the permission granted to remove feet of curbing on North Talmadge Drive between Adams Ave. and East Talmadge Drive, 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.

HAROLD BACON
4379 N. Talmadge Drive

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

On this 4th day of April, A.D. Nineteen Hundred and forty-four before me W. A. Wiedenbeck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harold Bacon known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 6th day of April, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 7 1944 55 min. past 9 A.M. in Book 1652 at page 427 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. M. EVANS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Harold Bacon; being Document No. 347587.

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, Gladys Crawford is the owner of all of Lot 19 and that portion of Lot 20 of Gilbert's Hillcrest Addition in the City of San Diego, County of San Diego, State of California, according to map thereof No. 2244, filed in the office of County Recorder of San Diego Co. April 16, 1940,

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of April, 1944, by Gladys Crawford that she will, for and in consideration of the permission granted to remove 18 feet of curbing on Front between Albatross Drive and Arbor Drive, 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 agree that this agreement shall be binding on Gladys Crawford my heirs and assigns, and that any sale of the property therein mentioned shall be made subject to the condition and agreements herein named.

GLADYS CRAWFORD
4168 Front St.

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

On this 5th day of April, A.D. Nineteen Hundred and forty four, before me, Esther Caldwell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gladys Crawford 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) ESTHER CALDWELL
Notary Public in and for the County of San Diego,
State of California
My Commission expires Mar. 18, 1946

I HEREBY approve the form of the foregoing agreement this 6th day of April, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 7 1944 55 min. past 9 A.M. in Book 1652 at page 429 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. M. EVANS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Gladys Crawford; being Document No. 347588.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 4th day of April, 1944.

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. 78904, adopted by the Council of said City December 14, 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.

(SEAL)
ATTEST: J. A. CANNON
Secretary

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

Principal
THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE
Attorney in fact
Surety

(SEAL)
ATTEST: _____

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

On this 4th day of April, A.D., 1944, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Franklin T. Hale, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL) FRANCES S. BOWERS
Notary Public in and for said County and State
My Commission expires Aug. 16, 1946

I hereby approve the form of the foregoing Undertaking this 10th day of April, 1944.
J. F. DuPAUL, 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. 79283 passed and adopted on the 28th day of March, 1944, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego
By AUGUST M. WADSTROM,
Deputy

CONTRACT FOR STREET LIGHTING
Talmadge Park Lighting District No. 4

THIS AGREEMENT, made and entered into this 11th day of April, 1944, 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, for its entire length in 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 southerly line of Talmadge Park Estates and Adams Avenue;
- EUCLID AVENUE, between the southerly line of Talmadge Park Estates and Adams Avenue;
- 48TH STREET, between the southerly line of Talmadge Park Estates and Adams Avenue;
- ESTRELLA AVENUE, between the southerly line of Talmadge Park Estates and Adams Avenue;
- 49TH STREET, between the northerly and southerly lines of Talmadge Park Estates;
- MIRACLE DRIVE, for its entire length in Talmadge Park Estates; and
- LORRAINE DRIVE, for its entire length in Talmadge Park Estates.

Such furnishing of electric current shall be for a period of one year from and including April 1, 1944, to-wit, to and including March 31, 1945.

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 3, 1944 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.

(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 HARLEY E. KNOX
FRED W. SIMPSON
H. DEGRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
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 10 day of April, 1944.
J. F. DuPAUL, 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 Talmadge Park Lighting District No. 4; being Document No. 347617.

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, Point Loma Community Presbyterian Church is the owner of Lot #4 in Point Loma Villas;

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of March 1944, by Point Loma Community Presbyterian Church that we will, for and in consideration of the permission granted to remove 40 feet of curbing on Udal between Chatsworth and Villa and 40 ft of curbing on Chatsworth between Udal and Tenneson, 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.

POINT LOMA COMMUNITY PRESBYTERIAN CHURCH
C. B. BRADBEER Treasurer
3707 Udal St.

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 28th day of March, A.D. Nineteen Hundred and forty-four, before me, Emma Geradehand, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. B. Bradbeer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires Oct. 28, 1945

EMMA GERADEHAND
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, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 13 1944 20 min. past 9 A.M. in Book 1666 at page 14 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Point Loma Community Presbyterian Church; being Document No. 347642.

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 1st day of April, 1944, 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 ERNEST PYLANT 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:

Collection Day

Monday.....From the west line of Mt. View Drive to the west line of Ward Road; from the north line of Adams Avenue to the canyon rims on the north.

Tuesday.....From the east line of Felton Street to the west line of 40th Street; from the north line of El Cajon Boulevard to the south line of Adams Avenue.

Wednesday...East side of Park to west side of Idaho Street; from the north side of University Avenue to the south side of El Cajon Boulevard.

Thursday....Starting at the intersection of Front and Dickinson Streets, south on the west side of Front Street to the north side of Washington Street; west along the north side of Washington Street to the east line of Hawk Street; north on the east line of Hawk Street to the north line of Montecito Way; west on the north line of Montecito Way to Canyon Street; north and west along the canyon rims to Goldfinch Street; south along the canyon rims to the intersection of Hawk Street and Montecito Way.

FridayEast side of 19th Street to west side of 24th Street, from all of Russ Boulevard to north side of Imperial Avenue.

The period of this contract shall extend from April 1, 1944 to and including June 30, 1944.

The contractor agrees to deliver said non-combustible refuse 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-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 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. 79293 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

EARNEST PYLANT

Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of April, 1944.

J. F. DuPAUL, 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 \$3,150.00

Dated April 1st 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL (100) GC 272

Memo Ernest Pylant Refuse contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Ernest Pylant for collection and removal of City refuse; being Document No. 347667.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT AMENDING TIDELAND LEASE

THIS AGREEMENT, made and entered into this 6th day of April, 1944, 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 SAN DIEGO PLANING MILL, a corporation, second party, WITNESSETH:

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

WHEREAS, said lease was subsequently amended by an agreement entered into between the parties, dated the 1st day of April, 1941, which said agreement is on file in the office of said City Clerk bearing Document No. 328223, and is recorded in Book 12, page 42, Records of said City Clerk; and

WHEREAS, the parties hereto are now desirous of further amending said lease in the particulars hereinafter set forth; NOW, THEREFORE, the parties hereto agree together as follows:

That the description of the premises described in said lease of June 1st, 1933, as amended in said agreement of April 1, 1941, is hereby amended and changed to read as follows:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 1698.02 feet northwesterly from Government Station No. 183; thence north 70° 50' east a distance of 527.48 feet to the true point or place of beginning; thence at right angles north 19° 10' west a distance of 225 feet to a point; thence at right angles north 70° 50' east a distance of 230.42 feet to the point of beginning of a curve concave to the southeast, having a radius of 279.44 feet; thence northeasterly along the arc of said curve an arc distance of 74.38 feet to the curve's point of ending; thence north 86° 05' east tangent to said curve a distance of 19.33 feet, more or less, to the point of intersection with the southwesterly line of Harbor Drive, as said Harbor Drive was dedicated as and for a public street by Resolution No. 226, proceedings of the Harbor Commission of The City of San Diego, California; thence south 56° 55' east along the southwesterly line of said Harbor Drive a distance of 40.67 feet to the point of beginning of a curve concave to the southwest, having a radius of 1940 feet; thence southeasterly along the arc of said curve an arc distance of 162.81 feet to the curve's point of ending; thence south 52° 06' 30" east, tangent to said curve a distance of 24.42 feet to the point of beginning of a curve concave to the west, having a radius of 16 feet; thence southwesterly along the arc of said curve, leaving the southwesterly boundary of said Harbor Drive an arc distance of 34.33 feet to the curve's point of ending; thence tangent to said curve south 70° 50' west a distance of 441.49 feet, more or less, to the true point or place of beginning; containing 88,110 square feet of tideland area.

Said above-described lands being shown and designated as the portion shaded in blue upon Harbor Department Drawing No. 16-B-2, marked "Exhibit C," attached hereto and made a part of this agreement.

That the premises hereinabove described shall be in lieu of any optioned area or areas mentioned in said lease.

That except as in this agreement specifically stated all the terms and conditions contained in said lease of June 1, 1933, shall be and 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 said San Diego Planing Mill has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day

and year first hereinabove written.

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLIKA

WM. E. HARPER

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

SAN DIEGO PLANING MILL

By FRANK O. BENZ

Sec. & Treas.

(SEAL)

ATTEST:

I hereby approve the form of the foregoing Agreement Amending Tideland Lease this 13th day of April, 1944.

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 Agreement amending tideland lease with the San Diego Planing Mill; being Document No. 347673.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT AMENDING TIDELAND LEASE

THIS AGREEMENT, made and entered into this 13th day of April, 1944, 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 AMERICAN PRODUCTS, INC., a corporation, second party, WITNESSETH:

THAT WHEREAS, on the 31st day of March, 1941, said City leased to said American Products, Inc., certain tidelands, which said lease is on file in the office of the City Clerk of said City, bearing Document No. 328076, and is recorded in Book 12, page 17, et seq., Records of said City Clerk; and

WHEREAS, the parties hereto are now desirous of amending said lease in the particulars hereinafter set forth;

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

That the description of the premises described in said lease of March 31, 1941, is hereby amended and changed to read as follows:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 1698.02 feet northwesterly from Government Station No. 183; thence north 50° 50' east a distance of 202.68 feet to the true point or place of beginning, said point being the point of beginning of a curve concave to the north having a radius of 100 feet; thence northwesterly along the arc of said curve an arc distance of 101.81 feet to its point of ending; thence tangent to said curve north 50° 50' west a distance of 462.99 feet to a point; thence at right angles north 39° 10' east a distance of 37.47 feet to a point on a curve concave to the northwest having a radius of 564 feet, the center of which bears north 3° 22' 56" west, said point being on the southeasterly line of Harbor Drive, as Harbor Drive was dedicated as and for a public street by Resolution No. 226, proceedings of the Harbor Commission of The City of San Diego, California; thence northeasterly following along the southeasterly line of said Harbor Drive on the arc of said curve last mentioned an arc distance of 155.38 feet to the curve's point of ending; thence tangent to said curve north 70° 50' east a distance of 396.42 feet to the point of beginning of a curve concave to the south, having a radius of 440 feet; thence northeasterly along the arc of said curve an arc distance of 401.25 feet to the curve's point of ending; thence tangent to said curve south 56° 55' east a distance of 74.98 feet to a point; thence leaving the boundary of said Harbor Drive south 86° 05' west a distance of 19.33 feet to the point of beginning of a curve concave to the south, having a radius of 279.44 feet; thence southwesterly along the arc of said curve an arc distance of 74.38 feet to its point of ending; thence tangent to said curve south 70° 50' west a distance of 230.42 feet to a point; thence at right angles south 19° 10' east a distance of 225 feet to a point; thence at right angles south 70° 50' west a distance of 324.80 feet, more or less, to the true point or place of beginning; containing 270,792 square feet of tideland area.

said above-described lands being shown and designated as the portion shaded in blue upon Harbor Department Drawing No. 91-B-3, marked "Exhibit B," attached hereto and made a part of this agreement.

That except as in this agreement specifically stated all the terms and conditions contained in said lease of March 31, 1941, shall be and 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 said American Products, Inc. has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLIKA

WM. E. HARPER

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

AMERICAN PRODUCTS, INC.

By F. F. EVENSON

ATTEST: CARL B. GAVOLLO

I hereby approve the form of the foregoing Agreement Amending Tideland Lease this 13th day of April, 1944.

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 Agreement Amending Tidelands Lease from American Products Inc.; being Document No. 347703.

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 13th day of April, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and FRANK J. MUR, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 4 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 23rd day of April, 1944, and ending on the 22nd day of April, 1945, at and for the following rentals:

The sum of Thirty & no/100 Dollars (\$30.00), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 13th day of April, 1944.

THE CITY OF SAN DIEGO

Lessor

By WALTER W. COOPER

City Manager

F. J. MUR

Lessee

Address: 2000 Arlington Ave, Apt. 207
Los Angeles 16 Calif.

I hereby approve the form of the foregoing Lease this 17th day of April, 1944.

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 Frank J. Mur for portion of Pueblo Lot 1340; being Document No. 347725.

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 21st day of April, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and H. R. BRIER, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 3 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 23rd day of April, 1944, and ending on the 22nd day of April, 1945, at and for the following rentals:

The sum of Thirty & 00/100 Dollars (\$30.00), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 21st day of April, 1944.

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

H. R. BRIER Lessee
Address: 969 W 42nd St
Los Angeles 37 Cal.

I hereby approve the form of the foregoing Lease this 21st day of April, 1944.

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 H. R. Brier for portion Pueblo Lot 1340; being Document No. 347798.

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 28th day of March, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and Mrs. Eva E. Earl, 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 15 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 28th day of March, 1944, and ending on the 27th day of March, 1945, at and for the following rentals:

The sum of Twenty-seven & 87/100 Dollars (\$27.87), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 28th day of March, 1944.

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

EVA E. EARL Lessee
Address: 411 - 21st St. San Diego
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

I hereby approve the form of the foregoing Lease this 17th day of April, 1944.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Mrs. Eva E. Earl for portion Pueblo Lot 1340; being Document No. 347726.

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

By Francis T. Tatten Deputy

Contract No. W-04-362E (SC-1X)-153

NEGOTIATED UTILITY SERVICE CONTRACT
(No connection charge - water service)

S.D. Ground Electronics Shop (Warehouse)

Point Loma Blvd. and Midway Rd.

(Station or Premises to be served)

San Diego

(City)

San Diego

(County)

California

(State)

Premises are: Government-owned

Bills will be rendered to Commanding Officer S.D. Ground Electronics Shop at 1921 Front Street San Diego, California

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder \$100.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

59-119 P310-05 A212/40905 ESA 1942-44 1st Lt. Manley W. Edwards

MANLEY W. EDWARDS Fiscal O.

Asst. Vicinity Maintenance Engineer

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).

CONTRACTOR'S PROPOSAL Date 1 December 1943

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 December 1943, and thereafter until further notice (See Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to..... inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions").

Contractor: City of San Diego Water Department
Address: Civic Center, San Diego, California
By WALTER W. COOPER
W. W. COOPER

Title City Manager
(authorized to make this proposal)

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of December 1943.

UNITED STATES OF AMERICA

By H. W. SCHMIDT

H. W. Schmidt, Major C.E.

Title Vicinity Maintenance Engineer
Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS.- For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES.- If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT.- The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS.- If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS.- Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

(Copy of Ordinance No. 2530 New Series is attached to and filed with contract)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water at San Diego Ground Electronics Shop Point Loma Blvd. and Midway Drive (except Ord. 2530 N.S.); being Document No. 347708.

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

By Francis T. Tatten Deputy

Contract No. W-04-362E (SC-1X)-236
NEGOTIATED UTILITY SERVICE CONTRACT
(No connection charge - water service)

657th A.W.Co.
Ocean Beach 4102 Lapwai St. San Diego San Diego California
(Station on Premises to be served) (City) (County) (State)
Premises are: Government-owned
Bills will be rendered to: Commanding officer, 657th A.W.Co. at P.O.Box 1111, San Diego 12, California.
Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.
Estimated annual cost hereunder: \$500.00
This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.
The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:
59-119 P 310-05 A212/40905 ESA 1942-44 1st Lt. Manley W. Edwards
Asst. Vicinity Maintenance Engineer

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).
CONTRACTOR'S PROPOSAL

Date 1 February 1944
At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 February 1944, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to(if attached and made part hereof in accordance with the footnote entitled "Special Provisions"*)).
Contractor: City of San Diego Water Department
Address: Room 164 Civic Center, San Diego, Calif.
By WALTER W. COOPER
Title Walter W. Cooper City Manager
(authorized to make this proposal)

GOVERNMENT'S ACCEPTANCE
The foregoing Proposal is accepted this 1st day of February 1944.
UNITED STATES OF AMERICA
By M. W. EDWARDS
M.W. Edwards 1st Lt., C.E.
Title Asst. Vicinity Maintenance Engineer
Contracting Officer

RATES
The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.
Copy of present Rate Ordinance 2530 (N.S.) attached hereto.

GENERAL PROVISIONS
1. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.
2. PAYMENTS.- For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.
3. CHANGES OF RATES.- If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.
4. CONTRACTOR'S EQUIPMENT.- The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the

or
rates

life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS.- If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS.- Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530 (New Series)

(Not recorded. Attached to and filed with Original contract Document No. 347709)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water at 4102 Lapwai Street; being Document No. 347709.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W 04-362E(S.C.-IX)-99

NEGOTIATED CONTRACT
Procurement of water service
(Proposal & Acceptance)

Hq. Btry, 33rd AAA Brigade

2426 Fourth Avenue

(Station or Premises to be served)

San Diego

(City)

San Diego

(County)

California

(State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44

Manley W. Edwards

1st Lt. Manley W. Edwards

Fiscal Officer

Asst. Vicinity Maintenance Engineer

Payment will be made by Finance Officer at Los Angeles, California

Estimated Annual Cost of Service hereunder \$100.00

Statutory Authority **** Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL

Date 1 December 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 December 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor City of San Diego Water Dep't

Address 164 Civic Center, San Diego, Calif.

By WALTER W. COOPER

Title City Manager

Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT

Name H. W. SCHMIDT

(Contracting Officer)

Date 1 December 1943

Title Major, Corps of Engineers

Vicinity Maintenance Engineer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission,

percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Name of Lessor: Ferrall, Edward L. and Olive

Lease No.: W-04-193-Eng-199

ORDINANCE NO. 2530 (New Series)

(See original contract Document No. 347710 for copy of Ord.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water at 2426 Frouth Avenue for Hq. Btry 33rd AAA Brigade (except Ordinance No. 2530 N.S. filed with original contract); being Document No. 347710.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

Contract No. W 04-362E (S.C.-IX)-93

NEGOTIATED CONTRACT

Procurement of Water Service
(Proposal & Acceptance)

Hq. 69 AAA Group 2900 6th Avenue San Diego San Diego California
(Station or premises to be served) (City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44

MANLEY W. EDWARDS

1st Lt. Manley W. Edwards

Fiscal Officer

Asst. Vicinity Maintenance Engineer

Payment will be made by Finance Officer at Los Angeles, California

Estimated Annual Cost of Service Hereunder \$300.00

Statutory Authority ****Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL

Date 1 December 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 December 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor City of San Diego Water Dep't.

Address 164 Civic Center, San Diego, Calif.

By WALTER W. COOPER

Title City Manager

Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT

Date 1 December 1943

Name H. W. SCHMIDT

Title

Major, Corps of Engineers

(Contracting Officer)

Vicinity Maintenance Engineer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.
Name of Lessor: P. F. O'Rourke Estate
Lease No: W-868-Eng-4224

ORDINANCE NO.. 2530(New Series)

(See original document for copy of ordinance)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ordinance No. 2530 New Series) of contract with United States for water at 2900 - 6th Avenue for Hq. 69 AAA Group; being Document No. 347711.

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

By Francis T. Tatten Deputy

Contract No. W 04-362E (S.C.-IX)-83

NEGOTIATED CONTRACT
PROCUREMENT OF WATER SERVICE
(Proposal & Acceptance)

Hq.527th AAA AW Bn.

4014 Coutts Street

(Station or Premises to be served)

San Diego

(City)

San Diego

(County)

California

(State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44

MANLEY W. EDWARDS

1st. Lt. Manley W. Edwards

Fiscal Officer

Asst. Vicinity Maintenance Engineer

Payment will be made by Finance Officer at Los Angeles, California

Estimated annual cost of service hereunder \$200.00.

Statutory Authority**** Title II of the First War Powers Act, 1941, Act of December 18,1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL

Date 1 November 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 November 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor City of San Diego Water Dep't

Address 164 Civic Center, San Diego, Calif.

By WALTER W. COOPER

Title City Manager

Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT

Name H. W. SCHMIDT

(Contracting Officer)

Date 1 November 1943

Title Major, Corps of Engineers

Vicinity Maintenance Engineer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Name of Lessors: Newton, Hiram & Lucille

Lease No: W-868-Eng-1634

ORDINANCE NO. 2530(New Series)

(See original document for copy of above ordinance)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for water at 4014 Coutts Street with the United States(except Ord.2530 N.S.); being Document No. 347712.

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

By Francis T. Tatten Deputy

Contract No. W 04-362E (S.C.-IX)-72

NEGOTIATED CONTRACT
Procurement of Water Service
(Proposal & Acceptance)

33rd AAA Brigade, Isolation Hospital 4656 Gaines Street San Diego San Diego California
(Station or Premises to be Served) (City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 59-119 P 330-05 A 212/40905 ESA 1942-44

MANLEY W. EDWARDS
1st Lt. Manley W. Edwards
Fiscal Officer Asst. Vicinity
Maintenance Engineer

Payment will be made by Finance Officer at Los Angeles, California
Estimated Annual cost of service hereunder \$400.00
Statutory Authority *** Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL

Date 1 November 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 November 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor: City of San Diego Water Dep't. Address 164 Civic Center, San Diego, Calif.
By: WALTER W. COOPER Title City Manager
Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT

Name H. W. SCHMIDT Date 1 November 1943
(Contracting Officer) Title Major, Corps of Engineers
Vicinity Maintenance Engineer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.
Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.
(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Name of Lessor: City of San Diego
Lease No.: W-04-193-Eng-1352 (In process of being assigned)
ORDINANCE NO. 2530 (New Series)
(See original contract for copy of above ordinance)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ordinance 2530 N.S.) of contract for water at 4656 Gaines Street for 33rd AAA Brigade Isolation Hospital; being Document No. 347713.

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

Contract No. W-04-362E (SC-IX)-221

NEGOTIATED UTILITY SERVICE CONTRACT
(No connection charge-Water Service)

Signal Corps School 14th Fighter Control Squadron La Jolla San Diego California
(Station or premises to be served) (City) (County) (State)

Premises are: Government-owned

Bills will be rendered to: Commanding officer, 14th Fighter Control Squadron at P.O.Box 1111 San Diego 12, California

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.
Estimated annual cost hereunder: \$1,000

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

59-119 P 310-05 A 212/40905 ESA 1942-44

1st. Lt. Manley W. Edwards
MANLEY W. EDWARDS Fiscal O.
Asst. Vicinity Maintenance Engineer.

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).

CONTRACTOR'S PROPOSAL

Date January 1, 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 January 1944, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 toinclusive (if attached and made part hereof in accordance with the footnote entitled "Special provisions" **).

Contractor: City of San Diego Water Department
Address: Room 164 Civic Center, San Diego,
California

By WALTER W. COOPER
Title Walter W. Cooper City Manager
(authorized to make this proposal)

GOVERNMENT'S ACCEPTANCE

The foregoing proposal is accepted this 1st day of January 1944.

UNITED STATES OF AMERICA

By M. W. EDWARDS

M.W. Edwards, 1st Lt., C.E.

Title. Asst. Vicinity Maintenance Engineer
Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS.- For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES.- If during the life of this contract the public regulatory body having jurisdiction receives for file from the contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT.- The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the contractor and shall, at all times during the life of this contract, be operated and maintained by the contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the contractor in the construction, operation or maintenance of said facilities shall be assumed by the contractor. Authorized representatives of the contractor will be allowed access to the facilities of the contractor at suitable times to perform the obligations of the contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the contractor.

5. OFFICIALS NOT TO BENEFIT - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR.- The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES. The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS.- If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS.- Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530 New Series

(See original contract for copy of above ordinance)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord. 2530 N.S.) of contract for water at Signal Corps School - 14th Fighter Control

Squadron, La Jolla; being Document No. 347714.

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

By Francis T. Tatten Deputy

Contract No. W-04-362E (SC-IX)-225

NETOGIATED UTILITY SERVICE CONTRACT
(No connection charge - water service)

657th AW Co. P.O.Box 429 La Jolla San Diego California
(Station or premises to be served) (City) (County) (State)

Premised are: Government-owned

Bills will be rendered to Commanding Officer, 657th AW Co. at P. O. Box 1111, San Diego 12, California

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder \$800.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

59-119 P 310-05 A212/40905 ESA 1942-44

1st. Lt. Manley W. Edwards

Asst. Vicinity, Maintenance, Engineer.

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).

CONTRACTOR'S PROPOSAL

Date 1 January 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 January 1944, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 toinclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions"*)).

Contractor: City of San Diego Water Department
Address: Room 164 Civic Center, San Diego, California

By WALTER W. COOPER

Title Walter W. Cooper City Manager
(authorized to make this proposal)

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of January 1944.

UNITED STATES OF AMERICA

By M. W. EDWARDS

M. W. Edwards, 1st Lt., C.E.

Title Asst. Vicinity Maintenance Engineer
Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance 2530 (N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS.- For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES - If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT.- The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT. - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment

because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS.- If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS.- Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530 (New Series)

(attached to and filed with original document No. 347715)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord. 2530 N.S.) of Contract with United States for water at La Jolla for 657th A.W. Co.; being Document No. 347715.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W 04-362E (S.C.-IX)-96

NEGOTIATED CONTRACT
PROCUREMENT OF WATER SERVICE
(Proposal & Acceptance)

Hq. 69th AAA Gun Bn. 1262 Upas Street San Diego San Diego California
(Station or Premises to be served) (City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

MANLEY W. EDWARDS

Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44 1st Lt. Manley W. Edwards

Fiscal Officer Asst. Vicinity Maintenance Engineer

Payment will be made by Finance Officer at Los Angeles, California

Estimated Annual Cost of service hereunder \$150.00.

Statutory Authority****Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL

Date 1 December 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 December 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor City of San Diego Water Dep't Address 164 Civic Center, San Diego, Calif.

By WALTER W. COOPER Title City Manager

Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT

Date 1 December 1943

Name H. W. SCHMIDT

Title Major, Corps of Engineers

(Contracting Officer)

Vicinity Maintenance Engineer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Name of Lessor: Esther L. Addis

Lease No: W-3460-Eng-510

ORDINANCE NO. 2530 (New Series)

(See Original Document No. 347716 for copy of above)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract (except Ord. 2530 N.S.) with United States for water at 1262 Upas Street for Hq. 69th AAA Gun Bn.; being Document No. 347716.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W 04-362E (S.C.-IX)-70

NEGOTIATED CONTRACT PROCUREMENT OF WATER SERVICE
(Proposal & Acceptance)

Hq. Btry. 204th AAA Group Balboa Park San Diego San Diego California
(Station or premises to be served) (City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

MWE

MANLEY W. EDWARDS

Authority No. 59-119 P 320-05 A212/40905 ESA 1942-44 1st Lt. Manley W. Edwards

Fiscal Officer Asst. Vicinity Maintenance Engineer.

Payment will be made by Finance Officer at Los Angeles, California

Estimated Annual cost of service hereunder \$600.00

Statutory Authority **** Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL

Date 1 November 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 November 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor City of San Diego Wager Dep't. Address 164 Civic Center, San Diego, Calif.

By WALTER W. COOPER Title City Manager

Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT

Date 1 November 1943

Name H. W. SCHMIDT Title Major, Corps of Engineers Vicinity Maintenance Engineer
(Contracting Officer)

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Name of Lessor: The City of San Diego Civic Center San Diego, California

Lease No: Letter of Permission dated 17 March 1942

ORDINANCE No. 2530 (New Series)

(See original document for copy of Ord. 2530 N.S.)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord. 2530 N.S.) of contract with United States for water at Headquarters Btry 204th AAA Group in Balboa Park; being Document No. 347717.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W-04-362E (SC-IX)-178

NEGOTIATED UTILITY SERVICE CONTRACT
(No connection charge - water service)

Hq. 33rd AAA Brigade Spanish Village, Balboa Park San Diego San Diego California
(Station or premises to be served) (City) (County) (State)

Premises are Government-owned

Bills will be rendered to Commanding General, 33rd AAA Brigade at Spanish Village, Balboa Park, San Diego, California.

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder: \$2000.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:
59-119 P 320-05 A 212/40905 ESA 1942-44

1st Lt. Manley W. Edwards
MANLEY W. EDWARDS Fiscal O.
Asst. Vicinity Maintenance Engineer

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).

CONTRACTOR'S PROPOSAL

Date 1 January 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 January 1944, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to 10 inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions" **).

Contractor: City of San Diego Water Department
Address: Civic Center, San Diego, California
By: WALTER W. COOPER
Title: W. W. Cooper City Manager
(authorized to make this proposal)

**Special Provisions.- When the estimated annual expenditure under this contract is more than \$1000, Special Provisions C (Water Service) shall be attached and made part hereof.

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of January 1944.

UNITED STATES OF AMERICA

By M. W. EDWARDS

M. W. Edwards, 1st Lt., C.E.

Title. Asst. Vicinity Maintenance Engineer
Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego by Ordinance.

Present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS.- For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES.- If during the life of this contract the public regulatory body having jurisdiction receives for file from the contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the contractor hereby agrees to continue to furnish service stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT.- The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS.- If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

M.W.E.

10. DEFINITIONS.- Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

SPECIAL PROVISIONS C - WATER SERVICE

Attached to and made part of Contract No. W-04-362E (SC-1X)-178

1. ESTIMATED SERVICE REQUIREMENTS.

Estimated daily maximum demand:

Estimated annual consumption:.....

(The Government is in no way obligated to use nor is it restricted to the above estimated requirements.)

2. POINT OF DELIVERY.- The point of delivery of water shall be 650' south of south line of Indian Village Wall on Alameda East

4. QUALITY OF WATER.- The contractor will supply clear, potable water safe for human consumption in accordance with standards adopted by the United States Public Health Service for drinking and culinary water supplied by common carriers in interstate commerce and such revisions thereof as may be made from time to time.

5. METERING AND BILLING.- Water will be measured by 1-2" Standard make meter owned, calibrated and maintained by City of San Diego (number type, and size)

6. TERMINATION.- Notice of intention to terminate this contract shall be at the option of the Government and shall be given in writing by the contracting officer to the contractor not less than thirty days in advance of the effective date of termination.

7. RENEGOTIATION PURSUANT TO SECTION 403 OF THE SIXTH SUPPLEMENTAL NATIONAL DEFENSE APPROPRIATION ACT, 1942, AS AMENDED.- (a) This contract shall be exempt from statutory renegotiation if the contractor hereunder is a department, bureau, agency or Governmental corporation of the United States, or any Territory, possession or State or any agency thereof, or any foreign Government or agency thereof.

(b) If (a) above is inapplicable, and the amount of this contract during the life thereof is not more than \$100,000, a contract provision for statutory renegotiation is not included herein but such omission is without prejudice to the applicability of the statute.

(c) If neither (a) nor (b) above is applicable, a contract provision for statutory renegotiation is attached hereto and made part hereof, marked Appendix "A".

8. DISPUTES.- Except as otherwise specifically provided in this contract, all disputes concerning questions of fact which may arise under this contract, and which are not disposed of by mutual agreement, shall be decided by the contracting officer, who shall reduce his decision to writing and mail a copy thereof to the contractor. Within 30 days from said mailing the contractor may appeal to the Secretary of War, whose decision or that of his designated representative, representatives, or board shall be final and conclusive upon the parties hereto. Pending decision of a dispute hereunder the contractor shall diligently proceed with the performance of this contract.

10. ALTERATIONS AND ADDITIONS.- Paragraph 3 deleted from this contract.

ORDINANCE NO. 2530 (New Series)

(attached to and filed with original document No.347718)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water at Headquarters 33rd AAA Brigade-Spanish Village, Balboa Park (except Ordinance 2530 N.S.); being Document No. 347718.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W 04-362E(S.C.-IX)-38

NEGOTIATED CONTRACT PROCUREMENT OF WATER SERVICE
(Proposal & Acceptance)

San Diego Fighter Wing, Headquarters 1235 7th Avenue San Diego San Diego California
(Station or premises to be served) (City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

MANLEY W. EDWARDS

Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44 1st Lt. Manley W. Edwards

Fiscal Officer Asst. Vicinity Maintenance Engineer

Payment will be made by Finance Officer at Los Angeles, California

Estimated annual cost of service hereunder \$990.00

Statutory Authority **** Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL Date 1 November 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 November 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor City of San Diego Water Dep't. Address 164 Civic Center, San Diego, Calif.

By WALTER W. COOPER Walter W. Cooper Title City Manager

ACCEPTANCY BY THE GOVERNMENT Date 1 November 1943

Name H. W. SCHMIDT Title Major, Corps of Engineers

(Contracting Officer) Vicinity Maintenance Engineer

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.
(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is

defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a sub-contract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Name of Lessor: Gildred Building Company Lease No.: W-7034-QM-273

ORDINANCE NO. 2530 (New Series)

(attached to and filed with original Document)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord.2530 N.S.) of Contract with United States for water at San Diego Headquarters Fighter Wing, 1235 - 7th Avenue; being Document No. 347719.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W 04-362E (S.C.-IX)-56

NEGOTIATED CONTRACT PROCUREMENT OF WATER SERVICE
(Proposal & Acceptance)

San Diego Fighter Wing, Parking Lot 1403 Sixth Avenue San Diego San Diego California
(Station or premises to be served) (City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44 1st Lt. Manley W. Edwards
Fiscal Officer Asst. Vicinity Maintenance Engineer

Payment will be made by Finance Officer at Los Angeles, California

Estimated annual cost of service hereunder \$50.00

Statutory Authority****Title II of the First War Powers Act, 1941, Act of December 18, 1941 (Public Law 354-77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL Date 1 December 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 December 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor City of San Diego Water Dep't Address 164 Civic Center, San Diego, Calif.
By WALTER W. COOPER

Walter W. Cooper

Title City Manager

ACCEPTANCY BY THE GOVERNMENT

Date 1 December 1943

Name H. W. SCHMIDT Title Major, Corps of Engineers Vicinity Maintenance Engineer
Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a sub-contract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the contractor.

Name of Lessor: Sydney M. Higgins & Helen B. Kendall 96 Park Drive,
San Anselmo, Calif.

Lease No: W-3460-Eng-3817

ORDINANCE NO. 2530 (New Series)

(See Original document for copy of above)

I HEREBY CERTIFY that the above and foregoing is a full(except Ord.2530 N.S.) true and correct copy of contract with United States for water for San Diego Fighter Wing Parking Lot 1403 - 6th Avenue; being Document No. 347720.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W 04-362E (S.C.-IX)-57
NEGOTIATED CONTRACT PROCUREMENT OF WATER SERVICE
(Proposal & Acceptance)
San Diego Fighter Wing, Motor Pool #2 1468 Sixth Avenue San Diego San Diego California
(Station or premises to be served) (City) (County) (State)
The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

MANLEY W. EDWARDS
Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44 1st. Lt. Manley W. Edwards
Fiscal Officer Asst. Vicinity Maintenance Engineer
Payment will be made by Finance Officer at Los Angeles, California
Estimated annual cost of service hereunder \$200.00
Statutory Authority****Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL Date 1 December 1943
At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 December 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.
Contractor City of San Diego Water Dep't. Address 164 Civic Center, San Diego, Calif.

By WALTER W. COOPER Title City Manager
Walter W. Cooper
ACCEPTANCY BY THE GOVERNMENT Date 1 December 1943
Name H. W. SCHMIDT Title Major, Corps of Engineers Vicinity Maintenance Engineer
(Contracting Officer)

RATES
The rates shall be in accordance with those established by the City Council, City of San Diego by Ordinance.
Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS
1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

Name of Lessor: Investment Securities Inc. Lease No: W 3460 eng 3622

ORDINANCE NO. 2530 (New Series)

(See original document for copy of above ordinance)

I HEREBY CERTIFY that the above and foregoing is a full (except Ord. 2530 N.S.) true and correct copy of contract with United States for water for San Diego Fighter Wing Motor Pool #2 1468 - 6th Avenue; being Document No. 347721.

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

By Francis T. Patton Deputy

Contract No. W 04-362E (S.C.-IX)-80
NEGOTIATED CONTRACT PROCUREMENT OF WATER SERVICE
(Proposal & Acceptance)

Searchlight Maintenance Team
c/o Hq. Btry. 3rd AAA Brigade 1236 Columbia Street San Diego San Diego California
(Station or premises to be served) (City) (County) (State)
The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

MANLEY W. EDWARDS
Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44 1st Lt. Manley W. Edwards
Payment will be made by Finance Officer at Los Angeles, California. Asst. Vicinity Maintenance Engineer
Estimated annual cost of service hereunder \$50.00.
Statutory Authority**** Title II of the First War Powers Act, 1941, Act of December 18, 1941 (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL Date 1 December 1943
At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 December 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.
Contractor City of San Diego Water Dep't. Address 164 Civic Center, San Diego, Calif.
By WALTER W. COOPER Title City Manager
Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT
Name H. W. SCHMIDT
(Contracting Officer)

Date 1 December 1943
Title Major, Corps of Engineers Vicinity Maintenance Engineer

RATES
The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance.
Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS
1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to congress or resident commission shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
2. CONVICT LABOR.- The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.
3. COVENANT AGAINST CONTINGENT FEES.- The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price of consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
4. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.
(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.
5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.
6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the contractor.
Name of Lessor: Julius Hoehner
Lease No: W-04-193-Eng-254

ORDINANCE NO. 2530 (New Series)
(Attached to and filed with copy of original document)
I HEREBY CERTIFY that the above and foregoing is a full (except Ord.2530 N.S.) true and correct copy of contract with United States for water at 1236 Columbia Street for Searchlight Maintenance Team; being Document No. 347722.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy

Contract No. W 04-362E (S.C.-IX)-78
NEGOTIATED CONTRACT PROCUREMENT OF WATER
SERVICE (Proposal & Acceptance)
524th M.P.Bn. 325 "B" Street San Diego San Diego California
(Station or premises to be served) (City) (County) (State)
The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.
Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44 MANLEY W. EDWARDS
Payment will be made by Finance Officer at 1st Lt. Manley W. Edwards
Los Angeles, California Fiscal Officer, Asst. Vicinity
Maintenance Engineer.
Estimated annual cost of service hereunder \$600.00
Statutory Authority **** Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL Date 1 December 1943
At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 December 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.
Contractor City of San Diego Water Dep't Address 164 Civic Center, San Diego, Calif.
By WALTER W. COOPER Title City Manager
Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT
Name H. W. SCHMIDT
(Contracting Officer)

Date 1 December 1943
Title Major, Corps of Engineers
Vicinity Maintenance Engineer

RATES
The rates shall be in accordance with those established by the City Council City of San Diego by Ordinance. Copy of present Rate Ordinance (2530 N.S.) attached hereto.

CONDITIONS
1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.
2. CONVICT LABOR.- The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.
3. COVENANT AGAINST CONTINGENT FEES.- The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.
4. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts customarily applicable to payment of bills by all customers of the contractor.

Name of Lessors: Edward C. Hall, Theodore J. Hall, & Esther Hall Fish

Lease No: W-04-193-Eng-859

ORDINANCE NO. 2530 (New Series)

(Attached to and filed with original document)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord. 2530 N.S.) of contract with United States for water at 325 B Street for 524th MP. Bn.; being Document No. 347723.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patterson Deputy

Contract No. W 04-362E (S.C.-IX)-55

NEGOTIATED CONTRACT PROCUREMENT OF WATER SERVICE

(Proposal & Acceptance)

San Diego Fighter Wing 372 Fourth Street
(Station or premises to be served)

San Diego San Diego California
(City) (County) (State)

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority No. quoted below, the available balance of which is sufficient to cover cost of same.

MANLEY W. EDWARDS

1st Lt. Manley W. Edwards

Fiscal Officer

Asst. Vicinity Maintenance Engineer

Authority No. 59-119 P 330-05 A212/40905 ESA 1942-44

Payment will be made by Finance Officer at

Los Angeles, California.

Estimated annual cost of service hereunder \$200.00

Statutory Authority **** Title II of the First War Powers Act, 1941, Act of December 18, 1941, (Public Law 354 - 77th Congress), and Executive Order No. 9001, dated December 27, 1941.

PROPOSAL

Date 1 December 1943

At the request of the United States the undersigned offers and agrees to furnish required water service beginning 1 December 1943 and thereafter until further notice for the use of the United States at the location shown above in accordance with the rates and terms set forth herein or attached hereto and the provisions on the back hereof.

Contractor - City of San Diego Water Dep't Address - 164 Civic Center, San Diego, Calif.

By WALTER W. COOPER

Title City Manager

Walter W. Cooper

ACCEPTANCY BY THE GOVERNMENT

Date 1 December 1943

Name - H. W. SCHMIDT

Title Major, Corps of Engineers Vicinity Maintenance Engineer

(Contracting Officer).

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego by Ordinance.

Copy of present rate ordinance (2530 N.S.) attached hereto.

CONDITIONS

1. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

2. CONVICT LABOR.- The contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

3. COVENANT AGAINST CONTINGENT FEES.- The contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

4. ANTI-DISCRIMINATION.- (a) The contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

5. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

6. PAYMENTS.- Recognition is given to the fact that the United States Government fiscal year ends on June 30. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills shall be paid without penalty or interest and the United States shall be entitled to any discounts applicable to payment of bills by all customers of the contractor.

Name of Lessor: Mrs. Bertha Raulli

Lease No: W04-193 Eng. 2244

ORDINANCE NO. 2530 (New Series)

(Attached to and filed with original document)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord. 2530 N.S.) of contract with United States for water at 372 - 4th Avenue, for

San Diego Fighter Wing; being Document No. 347724.

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

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY GOGO & RADOS, UNDER THEIR CONTRACT FOR THE CONSTRUCTION OF TRUNK SEWER NO. 10, FROM VALENCIA PARK TO THE TREATMENT PLANT, WHICH SAID CONTRACT IS DATED OCTOBER 16, 1943, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 345485.

TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Gogo & Rados, for the construction of Trunk Sewer No. 10, from Valencia Park to the Treatment Plant, and which said contract is dated October 16, 1943, and is on file in the office of the City Clerk of said City as Document No. 345485, have been performed and furnished to the satisfaction of the City Engineer of said City in charge of and having supervision of said work on April 12, 1944.
YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on April 18, 1944, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by Gogo & Rados. 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 18th day of April, 1944.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK City Clerk
By AUGUST M. WADSTROM, Deputy

RESOLUTION NO. 79383

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated April 13, 1944, on file with the City Clerk, that the work performed and materials furnished by Gogo & Rados, under their contract with the City for the construction of Trunk Sewer No. 10, from Valencia Park to the Treatment Plant, in The City of San Diego, California, which contract is dated October 16, 1943, and is on file in the office of the City Clerk of said City as Document No. 345485, have been performed and furnished, and said contract has been completed in accordance with the plans and specifications therefor to the satisfaction of the City 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 Gogo & Rados, under their contract for the construction of Trunk Sewer No. 10, from Valencia Park to the Treatment Plant, in The City of San Diego, California, be, and the same are hereby accepted by The City of San Diego.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contractors under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions 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.

Passed and adopted by the said Council of the said City of San Diego, California, this 18th day of April, 1944, by the following vote, to-wit:

YEAS - Councilmen: H.D.Austin, Hartley, Boud, Dail, W.W.Austin, Mayor Knox
NAYS - Councilmen: None
ABSENT-Councilman: Simpson

ATTEST: HARLEY E. KNOX
Mayor of the City of San Diego, California
FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

(SEAL)

FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM, Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 79383 of the Council of the City of San Diego, California, as adopted by said Council Apr 18 1944.

(SEAL)

FRED W. SICK
City Clerk
By AUGUST M. WADSTROM, Deputy

RECORDED APR 19 1944 44 min. past 12 P.M. in Book 1666 at page 97 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
O. PRYOR

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of the work on Valencia Park Trunk Sewer No. 10 by Gogo and Rados; being Document No. 347741.

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

RESOLUTION NO. 79377

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated April 15, 1944, on file with the City Clerk, that the work performed and materials furnished by J. S. Barrett, under his contract with the City for the construction of Trunk Sewer No. 9, from Encanto to Dalbergia and Siva Streets, in The City of San Diego, which contract is dated November 17, 1943, and is on file in the office of the City Clerk of said City as Document No. 345838, have been performed and furnished, and said contract has been completed in accordance with the plans and specifications therefor to the satisfaction of the City 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 J. S. Barrett, under his contract for the construction of Trunk Sewer No. 9, from Encanto to Dalbergia and Siva Streets, in The City of San Diego, California, 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 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.

Passed and adopted by the said Council of the said City of San Diego, California, this 18th day of April, 1944, by the following vote, to-wit:

YEAS - Councilmen: H.D.Austin, Hartley, Boud, Dail, W.W.Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: Simpson

ATTEST: HARLEY E. KNOX

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

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 79377 of the Council of the City of San Diego, California, as adopted by said Council Apr. 18, 1944.

FRED W. SICK City Clerk (SEAL)

By AUGUST M. WADSTROM,

Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY J. S. BARRETT, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF TRUNK SEWER NO. 9, FROM ENCANTO TO DALBERGIA AND SIVA STREETS, WHICH SAID CONTRACT IS DATED NOVEMBER 17, 1943, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 345838.

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 for the construction of Trunk Sewer No. 9, from Encanto to Dalbergia and Siva Streets, in The City of San Diego, California, and which said contract is dated November 17, 1943, and is on file in the office of the City Clerk of said City as Document No. 345838, have been performed and furnished to the satisfaction of the City Engineer of said City in charge of and having supervision of said work on April 15, 1944.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on April 18, 1944, 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 18th day of April, 1944.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK City Clerk

By AUGUST M. WADSTROM

Deputy

RECORDED APR 18 1944 4min. past 2 P.M. in Book 1653 at page 451 of Official Records, San Diego Co., Cal. Recorded at request of Fred W. Sick, City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

VIRGINIA WEBER

Copyist 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 by J. S. Barrett for the Encanto Trunk Sewer No. 9; being Document No. 347754.

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 use of existing building as a storage building

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

} SS

Allen F. Van Ornum, after being first duly sworn, for himself deposes and says; That I am the owner of the hereinafter described real property; Lots Eleven (11) and Twelve (12) Block Two Hundred Ninety (290) Subdivision Pacific Beach, located at 1145 Reed Street;

That I desire to use an existing building on the above described property as a storage building, without the usual residential building in connection, and have applied for a Zone Variance under Petition No. 2165, dated February 19, 1944;

That I, in consideration of approval granted by the City of San Diego to use the building as a storage shed by Zoning Committee Resolution No. 569, dated April 13, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that

the existing building will be used as a storage shed and will not be used as living quarters; the building will be fixed according to the plans submitted;

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.

ALLEN F. VAN ORNUM
1145 Reed Av.

On this 17th day of April A.D. Nineteen Hundred and Forty-four, before me, Ralph S. Roberts a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Allen F. Van Ornum known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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
RECORDED APR 20 1944 1 P.M. in Book 1659 at page 447 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

ROGER N. HOWE, County Recorder
R. N. HOWE

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 Allen F. Van Ornum for use of storage building; being Document No. 347775.

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 use of garage as living quarters

STATE OF CALIFORNIA
County of San Diego
City of San Diego

Blanche Hurst Mercer, after being first duly sworn, for herself deposes and says:
That I am the owner of the hereinafter described real property; Lot M Block Three (3) Subdivision Golden Hill, located at 2404 "C" Street;

That I desire to convert an existing garage on the above described property into living quarters and have applied for a Zone Variance, under application No. 2185, dated March 10, 1944;

That I, in consideration of approval granted by the City of San Diego to use said garage as living quarters by Zoning Committee Resolution No. 543, dated March 16, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease, the garage on the above described property will then be vacated and no longer used as living quarters or will be remodeled to comply with the city 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.

BLANCHE HURST MERCER
2404 C St.

On this 18th day of April A.D. Nineteen Hundred and Forty-four, before me, Carol K. Adams a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared Blanche Hurst Mercer 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 County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) My Commission expires 9-27-1944
RECORDED APR 20 1944 1 P.M. in Book 1659 at page 446 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

ROGER N. HOWE, County Recorder
R. N. HOWE

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 with Blanche Hurst Mercer relative to converting garage into living quarters; being Document No. 347780.

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

By Francis T. Tatten 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 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 TWENTY-SEVEN and no/100 DOLLARS (\$27.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of April, 1944.

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 CANTERBURY DRIVE, for its entire length in Kensington Manor Unit No. 2; WESTMINSTER TERRACE, for its entire length in Kensington Manor Unit No. 2; and SUSSEX DRIVE, for its entire length in Kensington Manor Unit No. 2, 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

ATTEST: _____

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

Principal
THE CENTURY INDEMNITY COMPANY (SEAL)
By FRANKLIN T. HALE Attorney-in-Fact
Surety.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 11th day of April, A.D., 1944, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Franklin T. Hale, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

FRANCES S. BOWERS

(SEAL)

Notary Public in and for said County and State

My Commission expires Aug. 16, 1946

I hereby approve the form of the foregoing Undertaking this 20 day of April, 1944.

J. F. DuPAUL 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. 79318 passed and adopted on the 4th day of April, 1944, require and fix the sum of \$27.00 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 Kensington Manor Lighting District No. 1

THIS AGREEMENT, made and entered into this 25th day of April, 1944, 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 following streets in the City of San Diego, California, to-wit:

CANTERBURY DRIVE, for its entire length in Kensington Manor Unit No. 2;
WESTMINSTER TERRACE, for its entire length in Kensington Manor Unit No. 2; and
SUSSEX DRIVE, for its entire length in Kensington Manor Unit No. 2.

Such furnishing of electric current shall be for a period of one year from and including May 1, 1944, to-wit, to and including the 30th day of April, 1945.

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 January 21, 1944, 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 Hundred Five and no/100 Dollars (\$105.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Kensington Manor Lighting District No. 1 Fund."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time 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 Hundred Five and no/100 Dollars (\$105.00) 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 Hundred Five and no/100 Dollars (\$105.00).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, nor for any delinquency of persons or property assessed.

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

(SEAL)

ATTEST: J. A. CANNON Secretary

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

(SEAL)

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

I hereby approve the form of the foregoing Contract, this 20 day of April, 1944.

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

J. F. DuPAUL 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 Kensington Manor Lighting District No. 1; being Document No. 347791.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 2 day of May, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and B. G. CARROLL 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, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete and install a portion of Trunk Sewer No. 4 in West Point Loma Boulevard and the private way known as Frontier Street, in the City of San Diego, State of California, being and 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 February 1944, marked "Document No. 346929" and endorsed, "Contract Documents, including Notice to Contractors, Instructions to Bidders, Proposal, Contract and Specifications, and Plans for a portion of Trunk Sewer No. 4 in West Point Loma Boulevard and the private way known as Frontier Street," said plans consisting of 5 sheets and said specifications consisting of 35 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 contract documents 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 City Engineer of said City.

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.

In accordance with the provisions of Art. XII of the Charter of the City of San Diego, the Council of the City of San Diego has ascertained the general prevailing rate of per diem wages applicable to the work to be done to be as follows:

Classifications:	Hourly Wage Rate	Per Diem Wage
Air Tool Operator (Jackhammerman, Vibrator)	\$ 1.125	\$ 9.00
Blacksmith	1.375	11.00
Bricklayer	1.50	12.00
Bricklayer Tender	1.125	9.00
Carpenter	1.35	10.80
Cement Finisher	1.50	12.00
Electrician-Journeyman	1.50	12.00
Fireman and Oiler	1.125	9.00
Laborers, unskilled	.875	7.00
Laborers, building	.875	7.00
Laborers, underground	1.00	8.00
Laborers, Tunnels:		
Miner (hand or machine)	1.225	9.80
Motorman	1.225	9.80
Cribbers or Shorers	1.225	9.80
Powderman	1.225	9.80
Chucktender	1.025	8.20
Laborers, Special:		
Asphalt, raker and ironer	1.125	9.00
Sewer pipe layer (excluding caulker)	1.25	10.00
Caulker (using tools)	1.125	9.00
Tarman and motorman	1.00	8.00
Mechanic-heavy duty repairman	1.50	12.00
Plumber	1.50	12.00
Operating Engineers:		
Asphalt Plant Engineer	1.50	12.00
Asphalt Plant Fireman	1.375	11.00
Air Compressors	1.25	10.00
Bulldozers	1.50	12.00
Crane, derricks, draglines and shovels less than 1 yd.	1.625	13.00
Crane, derricks, draglines and shovels 1 yd. and over	1.75	14.00
Hoists, material	1.375	11.00
Mixers, skip type	1.375	11.00
Mixers, paving type	1.625	13.00
Pumps	1.25	10.00
Roller	1.375	11.00
Tow Blade or Grader	1.375	11.00
Tractor, with boom attachments	1.50	12.00
Trenching machine	1.50	12.00
Reinforcing Steel Worker	1.50	12.00
Teamster	.925	7.40
Truckdriver, less than 6 tons	.95	7.60
Truckdriver, 6 to 15 tons	1.00	8.00
Labor Foreman to receive \$9.00 per diem		
Special Labor Foreman to receive \$2.00 per diem above special classified laborers.		
Clerk	1.00	8.00
Timekeeper	.875	7.00
Watchman	.875	7.00
Painter	1.35	10.80

Legal holidays, including Sundays, 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 \$6.00 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.

ARTICLE IX. "FEDERAL HINDRANCE"- In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may--

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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, the day and year first hereinabove written.

(SEAL) ATTEST:
FRED W. SICK City Clerk

THE CITY OF SAN DIEGO
By ERNEST J. BOUD
FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

B. G. CARROLL
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 2d day of May, 1944.

J. F. DuPAUL
City Attorney of the City of San Diego
By H. B. DANIEL
Assistant City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That B. G. CARROLL 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-eight thousand two hundred seventy dollars (\$68,270.00) (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 2nd day of May, 1944.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all materials, labor, tools, appliances, equipment, and other expenses necessary or incidental to the construction, completion and installation of a portion of Trunk Sewer No. 4 in West Point Loma Boulevard and the private way known as Frontier Street, for the City 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 23rd day of February, 1944, marked "Document No. 346929" and endorsed, "Contract Documents including Notice to Contractors, Instructions to Bidders, Proposal, Contract and Specifications, and plans for a portion of Trunk Sewer No. 4 in West Point Loma Boulevard and the private way known as Frontier Street", said plans consisting of 5 sheets, and said specifications consisting of 35 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 2nd day of May, 1944, the name and corporate seal of the surety hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

B. G. CARROLL
Principal
MARYLAND CASUALTY COMPANY (SEAL)
Surety

ATTEST: _____

ATTEST: _____

By F. F. EDELEN Its Attorney in Fact

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

STATE OF CALIFORNIA)
County of San Diego) ss

On this 2nd day of May, 1944, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F.F. Edelen as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

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

(SEAL) C. T. NEILL
Notary Public, in and for said County and State

I hereby approve the form of the within Bond this 2d day of May, 1944.

J. F. DuPAUL
City Attorney of the City of San Diego
By H. B. DANIEL
Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 2d day of May, 1944.

ERNEST J. BOUD
FRED W. SIMPSON
H DE GRAFF AUSTIN
PAUL J. HARTLEY
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK City Clerk
(SEAL)

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That B. G. CARROLL 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-four thousand one hundred thirty-five Dollars (\$34,135.00), (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 2nd day of May, 1944.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, appliances, equipment and other expenses necessary or incidental to the construction, completion and installation of a portion of Trunk Sewer No. 4 in West Point Loma Boulevard and the private way known as Frontier Street, in The City 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 23rd day of February, 1944, marked "Document No. 346929" and endorsed "Contract Documents including Notice to Contractors, Instruction to Bidders, Proposal, Contract and Specifications, and Plans for a portion of Trunk Sewer No. 4 in West Point Loma Boulevard and the private way known as Frontier Street", said plans consisting of 5 sheets and said specifications consisting of 35 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-four thousand one hundred thirty-five Dollars (\$34,135.00), 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 2nd day of May, 1944, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representatives, pursuant to authority of its governing body.

ATTEST: _____

B. G. CARROLL
Principal
MARYLAND CASUALTY COMPANY (SEAL)
Surety
By F. F. EDELEN Its Attorney in Fact

ATTEST: _____
STATE OF CALIFORNIA

County of San Diego

} ss

On this 2nd day of May, 1944, 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

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 May, 1944.

J. F. DuPAUL

City Attorney of the City of San Diego, California

By H. B. DANIEL

Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 2d day of May, 1944.

ERNEST J. BOUD
FRED W. SIMPSON
H DE GRAFF AUSTIN
PAUL J. HARTLEY
CHARLES C. DAIL
WALTER W. AUSTIN

(SEAL)

ATTEST: FRED W. SICK

City Clerk

Members of the Council.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for construction of portion of Trunk Sewer No. 4 in West Point Loma Boulevard and the private way known as Frontier Street; being Document No. 347975.

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 11th day of April, 1944, by and between THE CITY OF SAN DIEGO, State of California, hereinafter designated as the "City" and BOYS' CLUB OF SAN DIEGO, CALIFORNIA, INCORPORATED, of said City and State, hereinafter designated as the "Lessee", WITNESSETH:

THAT WHEREAS, said Lessee is desirous of leasing from the City certain real property for the purpose of enlarging their present recreational area, said property to be used exclusively for promoting the physical, mental and moral well-being of the boys of the City of San Diego, and particularly for such boys in the immediate vicinity thereof; and

WHEREAS, the use of said property for the purposes aforesaid will promote the general welfare of all the inhabitants of the City of San Diego; NOW, THEREFORE,

For and in consideration of said premises, and in further consideration of the covenants and agreements to be performed by the parties hereto as hereinafter set forth, the City does by these presents lease, demise and let unto the said Lessee the following described property situated in the City of San Diego, County of San Diego, State of California, to-wit:

Those portions of Lots A,B,C,D,N,O,P,Q,K AND X, in Block 12, La Binda Park, according to the Map thereof No. 1538, filed in the Office of the County Recorder of said County of San Diego, lying within the exterior boundary lines of the respective tracts or parcels of land particularly described in two separate parcels, as follows, to-wit:

PARCEL 1:

Commencing at the most southerly southwesterly corner of that certain tract or parcel of land in said La Binda Park described as the land leased by The City of San Diego to the Boys' Club of San Diego, California, Incorporated, in lease dated February 4, 1941, filed as Document No. 326557 in the office of the City Clerk of The City of San Diego, California, said point of commencement being distant 424.95 feet west from the east line of said Block 12 measured along a line drawn parallel to and distant 20.00 feet north from the south line of said Block 12; thence north along a west line of said leased land being also on a line parallel with the east line of said Block 12, a distance of 145.00 feet to a corner of said leased land; thence west along a south line of said leased land being also on a line parallel with the south line of said Block 12, a distance of 50.00 feet to a corner of said leased land; thence north along a west line of said leased land being also on a line parallel with the east line of said Block 12 to an intersection with the north line of said Block 12, said last described point being distant 124.95 feet east from the northerly prolongation of the west line of said Block 12 measured along said north line and its westerly prolongation; thence west along the north line of said Block 12 and its westerly prolongation a distance of 124.95 feet to an intersection with the northerly prolongation of the west line of said Block 12; thence south along the northerly prolongation of the west line of said Block 12 and the west line of said Block 12, a distance of 187.62 feet to an intersection with the westerly prolongation of the most southerly line of the land leased under said Document No. 326557, said last described point also being distant 20.00 feet north from the westerly prolongation of the south line of said Block 12 measured along the southerly prolongation of the west line of said Block 12 and the west line of said Block 12; thence east along the westerly prolongation of the most southerly line of said leased land being also on a line parallel with the westerly prolongation of the south line of said Block 12 and the south line of said Block 12, a distance of 174.95 feet to the point of commencement; ALSO,

PARCEL 2:

Commencing at the most southerly southeasterly corner of said tract or parcel of land leased under said Document No. 326557, said point of commencement also being distant 139.95 feet west from the east line of said Block 12 measured along a line drawn parallel to and distant 20.00 feet north from the south line of said Block 12; thence north along an east line of said leased land being also on a line parallel with the east line of said Block 12, a distance of 145.00 feet to a corner of said leased land; thence east along a south line of said leased land, a distance of 25.00 feet to a corner of said leased land; thence south on a direct line parallel with the east line of said Block 12, a distance of 145.00 feet to an intersection with the easterly prolongation of the most southerly line of said leased land, said last described point being also on a line drawn parallel with and distant 20.00 feet north from the south line of said Block 12; thence west along the easterly prolongation of the most southerly line of said leased land being also along said last described parallel line, a distance of 25.00 feet to the point of commencement.

for a term of years beginning with the date hereof and ending on February 3, 1991, at a rental of Fifty and no/100 Dollars (\$50.00) per annum, payable monthly, the first payment to be made upon the execution hereof and thereafter in advance on the first day of each and every month following.

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

I.

That the above described premises are leased to said Lessee by said City for enlarging the present recreational area of Lessee, to be used exclusively and for no other purpose, in promoting the physical, mental and moral well-being of the boys of the City of San Diego, and providing such means of education, wholesome recreation and proper guidance as may seem most likely and desirable for the accomplishment of the purposes herein set forth.

II.

That this lease shall not be assigned or transferred, nor shall said Lessee have the right to sublet the leased premises or any part thereof, without the consent in writing of the City Council of said City evidenced by a resolution thereof duly adopted for said purpose.

III.

Said Lessee shall bear the entire expenses arising by reason of any improvements on said premises, and any improvements shall conform with all the requirements of the laws of the State of California and the ordinances of The City of San Diego in connection therewith and in the operation and maintenance thereof.

IV.

The City shall not be liable for the repair or upkeep and/or maintenance of any improvements to be located on said premises as aforesaid.

V.

Lessee agrees to make suitable provision, by ample insurance coverage or otherwise, to save the City harmless by reason of any negligent act or omission on the part of said Lessee, its agents and employees, arising out of the use and maintenance of said premises and the improvements thereon.

VI.

The City, by and through its proper officers, reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same and the operation and maintenance thereof.

VII.

That said Lessee, paying said rent and performing the covenants and agreements contained herein, shall and may at all times during said term peaceably and quietly have, hold

and enjoy the said premises for the term aforesaid, except as hereinafter provided.

VIII.
If the Lessee shall commit a breach of, or shall fail in the performance of, any covenants, conditions, provisions or terms contained in this lease, the City may terminate and end this lease, and the term and the estate hereby granted, and all rights and interest hereunder, by giving to the Lessee five (5) days' written notice of the City's election to terminate this lease; and, at the expiration of the five (5) days specified in said notice, this lease, and the term and estate hereby granted, and all right and interest of the Lessee hereunder, shall cease, end and expire.

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through a majority of the members of its City Council, under and pursuant to a resolution of said Council authorizing such execution, and said Lessee has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate name and seal to be hereunto affixed the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, Lessor,
By HARLEY E. KNOX
FRED W. SIMPSON
H DE GRAFF AUSTIN
PAUL J. HARTLEY
CHARLES C. DAIL
ERNEST J. BOUD
WALTER W. AUSTIN
Members of the Council
ATTEST: FRED W. SICK
City Clerk
By AUGUST M. WADSTROM
Deputy (SEAL)

BOYS' CLUB OF SAN DIEGO, CALIFORNIA
INCORPORATED, Lessee,
By WILLIAM J. OAKES
President
J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney
ATTEST: IRVING E. FRIEDMAN
Secretary (SEAL)
I HEREBY APPROVE the form of the foregoing Lease this 10th day of April, 1944.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Boys' Club of San Diego California Inc. for portions La Binda Park; being Document No. 347799.

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 Dennstedt Co. is the owner of Lot 1, Block 11, of North Shore Highlands;
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that ----- will, for and in consideration of the permission granted to remove sixteen feet of curbing on 1203 Beryl between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. DENNSTEDT
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----executed the same.

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

MARIE D. SPARKS
Notary Public in and for the County of San Diego,
State of California
(SEAL)
My Commission expires Nov. 11, 1947
I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney
by HARRY S. CLARK Deputy City Attorney
RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 17 of Official Records,
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
ORPHA HARBAUGH
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. 347801.
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 Dennstedt Co. is the owner of Lot 10, Block 11, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1277 Beryl between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. DENNSTEDT
4110 El Cajon Blvd., San Diego, Calif.

STATE OF CALIFORNIA,)

County of San Diego,)

ss

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----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. 11, 1947

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 April, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at Page 18 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347802.

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 Dennstedt Co. is the owner of Lot 2, Block 9, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 4816 Everts between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. DENNSTEDT
4110 El Cajon Blvd., San Diego.

STATE OF CALIFORNIA,)

County of San Diego)

ss

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----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. 11, 1947

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 April, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 19 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347803.

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 Dennstedt Co. is the owner of Lot 1, Block 9, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 4830 Everts between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. DENNSTEDT
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----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. 11, 1947
I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 20 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347804.

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 Dennstedt Co. is the owner of Lot 11, Block 12, of North Shore Highlands;

NOW, THEREFORE, This Agreement, signed and executed this 13th day of April, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1376 Law between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. DENNSTEDT
4110 El Cajon, San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----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. 11, 1947
I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 21 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347805.

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 Dennstedt Co. is the owner of Lot 1, Block 18, of North Shore Highlands NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1203 Loring between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. Dennstedt
4110 El Cajon Blvd., San Diego, Calif.

STATE OF CALIFORNIA,)

) ss

County of San Diego,)

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----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. 11, 1947

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 20th day of April, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 22 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347806.

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 Dennstedt Co. is the owner of Lot 1, Block 15, of North Shore Highlands; NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that----- will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1203 Wilbur between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. Dennstedt
4110 El Cajon, San Diego, Calif.

STATE OF CALIFORNIA,)

) ss

County of San Diego,)

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----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. 11, 1947

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 20th day of April, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 23 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347807.

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 Dennstedt Co. is the owner of Lot 10, Block 15, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1275 Wilbur between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. DENNSTEDT
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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----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. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

MARIE D. SPARKS

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

J. F. DuPAUL, City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 23 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347808.

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 Dennstedt Co. is the owner of Lot 10, Block 14, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1377 Wilbur between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W. DENNSTEDT
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

MARIE D. SPARKS

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

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 24 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347809.

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 Dennstedt Co. is the owner of Lot 20, Block 15, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that----- will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1204 Beryl between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. by E. W. DENNSTEDT
4110 El Cajon, San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, before me, the under-
signed, 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-----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. 11, 1947

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 April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1680 at page 27 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.

ORPHA HARBAUGH

Copyist County Recorder's Office, 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. 347810.

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 Dennstedt Co. is the owner of Lot 11, Block 19, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1376 Wilbur between----- and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E.W.Dennstedt
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, before me, the under-
signed, 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---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. 11, 1947

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 April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 177 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 M EVANS

Copyist County Recorder's Office, 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. 347811.

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 Dennstedt Co. is the owner of Lot 1, Block 12, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that----- will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1303 Beryl between-----and-----, adjacent to the above described property, bind them to and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E. W.Dennstedt
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, before me, the under-
signed, 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----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. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 177 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 M EVANS

Copyist County Recorder's Office, 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. 347812.

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 Dennstedt Co. is the owner of Lot 2, Block 9, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that ----- will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 4806 Everts between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E.W.Dennstedt
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, before me, the Under-
signed, 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-----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. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 175 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 M EVANS

Copyist County Recorder's Office, 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. 347813.

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 Dennstedt Co. is the owner of Lot 1, Block 9, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 4840 Everts between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E.W.Dennstedt
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D.Nineteen Hundred and Forty-four, before me, the under-
signed, 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-----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. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 174 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 M EVANS
Copyist County Recorder's Office, 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. 347814.

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

By Francis T. Tatum 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 Dennstedt Co. is the owner of Lot 20, Block 11, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to re-
move Sixteen feet of curbing on 1204 Law between-----and-----, adjacent to the above de-
scribed property, bind them to, and does hereby by these presents agree to, remove any
driveway constructed in pursuance hereto, and to replace the curbing at such time as the
City Council of San Diego directs them so to do, and comply therewith at their own expense
and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E.W.Dennstedt
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D.Nineteen Hundred and Forty-four, before me, the under-
signed, 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-----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. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 174 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 M EVANS
Copyist County Recorder's Office, 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. 347815.

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

By Francis T. Tatum 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 Dennstedt Co. is the owner of Lot 10, Block 18, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove sixteen feet of curbing on 1275 Loring between----- and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E.W.Dennstedt
4110 El Cajon Blvd., San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----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. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 173 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 M EVANS

Copyist County Recorder's Office, 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. 347816.

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 Dennstedt Co. is the owner of Lot 10, Block 19, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1375 Loring between----- and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E.W.Dennstedt
4110 El Cajon Blvd, San Diego, Calif.

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

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----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. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 172 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 M EVANS

Copyist County Recorder's Office, 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. 347817.

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 Dennstedt Co. is the owner of Lot 20, Block 18, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April 1944, by The Dennstedt Co. that-----will, for and in consideration of the permission granted to remove Sixteen feet of curbing on 1204 Wilbur between-----and-----, adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

THE DENNSTEDT CO. By E.W.Dennstedt
4110 El Cajon Blvd., San Diego, Calif.

STATE OF CALIFORNIA,)

) ss

County of San Diego,)

On this 13th day of April, A.D. Nineteen Hundred and Forty-four, 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-----executed the same.

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

MARIE D. SPARKS

(SEAL)

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

My Commission expires Nov. 11, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 176 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 M EVANS

Copyist County Recorder's Office, 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. 347818.

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, Ensor & Robertson is the owner of Lot 5 & 6, Block 2, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15 day of April-1944, by Ensor & Robertson that they will, for and in consideration of the permission granted to remove 22 feet of curbing on Union between "C" and "B", 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.

ENSOR & ROBERTSON by Jno R Robertson
230 West "C" San Diego

STATE OF CALIFORNIA,)

) ss

County of San Diego,)

On this 15 day of April, A.D. Nineteen Hundred and Forty-Four, before me, Warren E. Sage, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jno R Robertson (Partner) 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.

WARREN E. SAGE

(SEAL)

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

My Commission expires Oct. 16, 1945

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED APR 24 1944 45 min. past 10 A.M. in Book 1668 at page 171 of Official Records, San Diego Col., 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 M EVANS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Ensor & Robertson; being Document No. 347819.

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 17th day of April, 1944, 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 H. H. CLARY, 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 with-in 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

Monday (Combustibles) East side of 40th Street to west side of Fairmount Avenue; all south of University - Lexington Park;

Tuesday (Combustibles and non-combustibles) Mission Beach, south of El Carmel.

Wednesday (Combustibles and non-combustibles) Mission Beach, north of El Carmel.

Thursday (Combustibles) South side of Washington Street to dead ends of Falcon, Hawk and Goldfinch Streets; west side of Front Street to dead ends; all of Curlew Street; Reynard Way to Wellborn Street.

Friday (Combustibles) 16th Street to Sampson Street; Imperial Avenue and Ocean View Boule-
vard to the Bay.

The period of this contract shall extend from April 17, 1944 to and including June 30, 1944.

The contractor agrees to deliver said non-combustible refuse 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 here-under 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 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 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 con-trols 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, work-man 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 Politi-cal 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 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. 79355 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

H. H. CLARY
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 21st day of April, 1944.

J. F. DuPAUL, 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 \$2,625.00

Dated April 16th 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo H.A. Clary Rubbish contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with H. H. Clary for collection of City refuse; being Document No. 347823.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE

THIS AGREEMENT, made and entered into this 22nd day of April, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the City Manager thereof, as Lessor, and H. E. HAUGHT 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 portion of the triangular area of Pueblo Lot 1340 of the Pueblo Lands of said City at the foot of Torrey Pines Grade, between McGonigle Road, the right of way of The Atchison, Topeka & Santa Fe Railway, and Pacific Highway, together with the improvements thereon, more particularly described as follows:

The area designated as No. 11 of that certain portion of Pueblo Lot 1340 shown upon drawing of the City Engineer No. 6296-L, filed in the office of the City Clerk, bearing Document No. 346928; for the term of one year beginning on the 31st day of March, 1944, and ending on the 30th day of March, 1945, at and for the following rentals:

The sum of Twenty-eight & 11/100 Dollars (\$28.11), payable upon the execution of this agreement;

Also, the sum of thirty dollars (\$30.00) per annum, payable in advance.

It is understood and agreed by and between the parties hereto that this lease is upon the following conditions and covenants, all of which the lessee hereby covenants and agrees to and with the lessor fully to observe, keep and perform:

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, or any roadway leading thereto.

That the lessee shall maintain the leased premises in good repair and tenantable condition during the continuation of this lease, and shall at the expiration hereof surrender the same to the lessor in as good condition as reasonable use thereof will permit, damage by the elements alone excepted.

The lessor assumes no responsibility or liability on account of water service, electric light and gas service, or sewage disposal in connection with said premises.

The lessee shall dispose of all trash and garbage produced upon said premises in a sanitary manner.

The lessor reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same.

In case of a violation by the lessee of any of the terms and conditions of this lease the lessor shall be entitled to terminate this lease upon notice and take possession of the premises.

The lessee, if not in default as to any of the terms and conditions of this lease, shall have the right to renew the same from year to year at an annual rental, payable in advance, of thirty dollars (\$30.00); provided, however, that no renewals of this lease shall extend the term for longer than six (6) months after the close of the war in which the United States is now engaged. The annual renewal of this lease, as herein provided, shall be accomplished by written notice delivered to the City Treasurer, together with the deposit of rental at the rate of thirty dollars (\$30.00) per annum, prior to the expiration date of this lease.

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 executed this instrument this 22nd day of April, 1944.

THE CITY OF SAN DIEGO, Lessor
By WALTER W. COOPER, City Manager
H. E. HAUGHT Lessee
Address: 1521 West Pierce St.
Phoenix Arizona

I hereby approve the form of the foregoing Lease this 22d day of April, 1944.

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 H. E. Haught for portion Pueblo Lot 1340; being Document No. 347828.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Teller Deputy

In the Matter of Granting THE CITY OF SAN DIEGO
a Permit to Encroach Upon Right of Way of River
Street, a Portion of Julian Road 3-A, and Morena
Avenue, Near Lakeside, for the Purpose of
Installing and Maintaining a 42 1/2-inch Pipe Line
(San Vicente Pipe Line, Installed by Federal Works
Agency as Unit 12, FWA Docket Calif. 4-140)

On motion of Supervisor Warner, seconded by Supervisor Faddis, the following resolution is adopted:

WHEREAS, THE CITY OF SAN DIEGO, by Fred D. Pyle, Hydraulic Engineer, has made application to the Board of Supervisors for the issuance of a permit to encroach upon the right of way of River Street, a portion of Julian Road 3-A, and Morena Avenue, near Lakeside, California, for the purpose of installing and maintaining a 42 1/2-inch pipe line as shown on plats entitled: "City of San Diego, California, Water Department, Division of Development and Conservation, San Vicente Pipe Line, Plan and Profile", dated August, 1943, and consisting of sheets 1 to 9 inclusive, (WD-720, File No. 3175, D5) being the San Vicente Pipe Line, installed by Federal Works Agency as Unit 12, FWA Docket, Calif. 4-140; which application from the City of San Diego was filed in the office of the Clerk of the Board of Supervisors on March 16, 1944 under Document No. 34060; and

WHEREAS, this Board is informed by Fred D. Pyle, Hydraulic Engineer for the City of San Diego, that a portion of said pipe line was installed on State Highway in accordance with an encroachment permit authorized by the State Division of Highways; and that the State has relinquished this portion of said former State Highway to the County of San Diego; and

WHEREAS, the County Surveyor and ex officio Road Commissioner has filed with the Board of Supervisors his recommendation that The City of San Diego be granted permission to enter upon the right of way of said River Street, a portion of Julian Road 3-A, and Morena Avenue for the purpose of installing and maintaining said pipe line, as shown on said plats accompanying the application of the City of San Diego, said permission to be granted subject to certain conditions set forth in the County Surveyor's recommendation (Document No. 34186);

NOW, THEREFORE, IT IS RESOLVED AND ORDERED that The City of San Diego be, and it is hereby granted permission to enter upon the right of way of River Street, a portion of Julian Road 3-A, and Morena Avenue, for the purpose of installing and maintaining a 42 1/2 inch water main as shown on plats entitled: "City of San Diego, California, Water Department, Division of Development and Conservation, San Vicente Pipe Line, Plan and Profile", dated August, 1943, and consisting of sheets 1 to 9, inclusive (WD-720, File No. 3175, D5) accompanying the application of the City of San Diego, filed in the office of the Clerk of the Board of Supervisors under Document No. 34060; said permission being granted subject to the following conditions, to wit:

1. This permit shall be kept at the site of the work and must be shown to any authorized representative of the County of San Diego, or law enforcement officer.
2. Adequate provision shall be maintained to protect the traveling public. Barricades, red lights, and warning signs shall be maintained, together with flagmen where required; and approaches to private driveways and intersecting roads shall be kept open to traffic at all times.

3. The pipe shall be laid to such a depth so that the top of the pipe shall not be closer than 30" from the surface of the graded roadway.

4. All meter boxes, manholes, and blow off valves shall be constructed to such a height that the top of the covers shall be level with the surface of the graded roadway.

5. All back fill shall be thoroughly dampened and tamped to reduce the settlement to a minimum.

6. Along the line of route, several corrugated iron culverts may be encountered. Care shall be taken that the culverts are not damaged and if they have to be removed they shall be replaced to their original grade and location, and all intake and outlet ditches as well as any gutters which have been destroyed or filled during the course of construction shall be cleaned and left as in their original condition.

7. After the work has been completed all excess material and debris shall be removed from the right of way which shall be left in a neat and orderly condition.

8. After the proper backfilling has been completed and the road bed restored to its original condition, any oiled surfacing on the roadways or shoulders which has been removed during the laying of said pipeline will be replaced by the forces of the San Diego County Road Department and the County of San Diego shall be reimbursed by the City of San Diego at an agreed rate of 20 cents per square yard for said oiled surfacing.

9. The Permittee shall indemnify and save the County harmless from any damage, cost or expense, or claim for damage, cost or expense, arising either directly, indirectly or consequentially from the laying of said pipe line. This permit is only granted as to any portions of said highway over which the County of San Diego will have jurisdiction.

Passed and adopted by the Board of Supervisors of the County of San Diego, State of California, this 27th day of March, 1944, by the following vote, to wit:

AYES: Supervisors Bird, Faddis, Warner and Howell
NOES: Supervisors None
ABSENT: Supervisors Bellon

STATE OF CALIFORNIA }
County of San Diego } ss

I, J.B. McLEES, do hereby certify that I am the County Clerk of the County of San Diego, State of California, and ex officio Clerk of the Board of Supervisors of said County; that the foregoing resolution was passed and adopted by the Board of Supervisors at a regular meeting thereof, at the time and by the vote above stated.

(SEAL)

J. B. McLEES, County Clerk and ex officio
Clerk of the Board of Supervisors
By M. NASLAND Deputy

PERMIT APPROVED:

E. R. Childs, County Surveyor
& ex officio Road Commissioner
E. R. CHILDS

CONDITIONS HEREINABOVE STATED ARE
ACCEPTED:

WALTER W. COOPER City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Board of Supervisors' resolution granting the City permit to encroach upon right of way near Lakeside for San Vicente Pipeline; being Document No. 347829.

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

By Francis T. Totten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 12th day of April, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Lydia J. Eno a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 2674 (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 April 12, 1944, 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 THIRTY and No/100 Dollars (\$30.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: THIRTY and No/100 Dollars (\$30.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/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 remainder of the fiscal year, and beginning April 12, 1944, and ending June 30, 1944.

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

LYDIA J. ENO
Second Party

I HEREBY APPROVE the form of the foregoing contract this 21st day of April, 1944.
J. F. DuPAUL, 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 Lydia J. Eno as District Water Bill Collector; being Document No. 347889.

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, Arden Farms Co. is the owner of Lot G H I J K L, Block 128, of (G) Hortons Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4/17 day of April, by Arden Farms Co. that----- will, for and in consideration of the permission granted to remove 45 feet of curbing on 12th between J and K, 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 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.

ARDEN FARMS CO. H K Ford
1136 K St

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

On this 17 day of April, A.D. Nineteen Hundred and forty-four before me, Helen C. Polk, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H K Ford known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 Jan. 28, 1945 State of California

I HEREBY approve the form of the foregoing agreement this 27th day of April, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 5 1944 35 min. past 10 A.M. in Book 1673 at page 396 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

NOLA N. PFAHLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Arden Farms Co.; being Document No. 347913.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum 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, Knudsen Creamery Co. is now the owner of Lot J and I, Block K, of Horton Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of April, by Knudsen Creamery Co. that we will, for and in consideration of the permission granted to remove 50 feet of curbing on Front Street between C Street and B Street, adjacent to the above described property, bind ourselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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.

KNUDSEN CREAMERY CO.

By ROY W. LARSEN Branch Manager
1130 Front Street

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

On this 13th day of April, A.D. Nineteen Hundred and Forty four, before me, F.L.Hinton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roy W. Larsen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

F. L. HINTON

(SEAL)

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

I HEREBY approve the form of the foregoing agreement this 27th day of April, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 5 1944 35 min. past 10 A.M. in Book 1673 at page 396 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

NOLA N. PFAHLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Knudsen Creamery Co.; being Document No. 347914.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatum 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 April, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and L. P. POWELL, 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

Monday.....Starting at the northeast corner of 40th Street and El Cajon Avenue; north on the east side of 40th Street to the south side of Monroe Avenue; thence east on the south side of Monroe Avenue to 42nd Street; thence north on the east side of 42nd Street to Jefferson Street; thence east and south along the canyon rims to the northwest corner of Fairmount and El Cajon Avenues; thence west on the north side of El Cajon Boulevard to the northeast corner of El Cajon Boulevard and 40th Street.

Tuesday.....East side of Utah Street to the west side of Boundary Street; from the north side of University Avenue to the south side of El Cajon Boulevard.

Wednesday.....East side of 6th Avenue to both sides of Indiana Street; from the south side of Robinson Avenue to Upas Street.

Thursday.....West side of 6th Avenue to the east side of State Street; from the north side of Hawthorne Street to the south side of Laurel Street.

Friday.....East side of 16th Street to both sides of 19th Street; from Russ Boulevard to the north side of Imperial Avenue.

The period of this contract shall extend from April 19, 1944, to and including June 30, 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 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 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 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. 79380 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
L. P. POWELL
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 28th day of April, 1944.

J. F. DuPAUL, 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 \$3,150.00

Dated April 19 1944

J. S. BARBER
Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL (100) GC 272
Memo L. P. POWELL Rubbish collection
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Contract with L. P. Powell for collection and removal of City refuse; being Document No.
347923.

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 1st day of May, 1944, 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 F. E. YOUNG 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, 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 Hospitality Center with sewer connections and water connections to mains, and public utility services, complete and ready for use and occupancy, at Columbia and E Streets, in The City of San Diego, County of San Diego, State of California, being and as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of The City of San Diego, on the 11th day of March, 1944, marked "Document No. 347183", and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications for the construction of Hospitality Center, at Columbia and E Streets," said plans consisting of 3 sheets and said specifications consisting of 35 sheets; true copies of the Notice to Contractors, Proposal of Contractor, and Plans and Specifications are hereunto annexed by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth, together with addenda to said specifications on file in the office of said City Clerk.

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 City Engineer of said City, subject to approval by the City Manager.

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 196 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each 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 City Charter; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Section 197 of the Charter of The City of San Diego; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor; contrary to the provisions of said Charter, for each calendar day; or portion thereof, during which such alien is permitted or required to labor in violation thereof.

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
Carpenters	\$ 10.80
Cement Finisher	12.00
Clerk	8.00
Concrete Mixer Operator, mobile type	12.00
Electricians, journeyman wireman or lineman	12.00
Glaziers	10.80
Laborers, building	7.00
Lathers	13.00
Painters	10.80
Plasterers	13.00

Plasterer - tender	11.80
Plumbers	12.00
Roofers	11.00
Sheet metal workers	12.00
Truck Drivers, less than 6 tons	7.60
Truck Drivers, 6 to 15 tons	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per day of 8 hours.

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.

ARTICLE IX. FEDERAL HINDRANCE.- In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from connected with, or growing out of the war in which The United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than Thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by the City Manager of The City of San Diego, under and pursuant to a resolution authorizing such execution, and the Contractor has hereunto subscribed his name the day and year first hereinabove written.

(SEAL)
ATTEST: FRED W. SICK
City Clerk

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

F. E. YOUNG
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 2d day of May, 1944.

J. F. DuPAUL
City Attorney of the City of San Diego
By H. B. DANIEL
Assistant City Attorney

FORM OF FAITHFUL PERFORMANCE BOND Premium on this bond is \$187.50

KNOW ALL MEN BY THESE PRESENTS, That F. E. YOUNG 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 TWELVE THOUSAND FIVE HUNDRED Dollars (\$12,500.00) (not less than one hundred per cent of the 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 1st day of May, 1944.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the construction, completion and installation of the Hospitality Center building at Columbia and E Streets, in the City of San Diego, County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 11th day of March, 1944, marked Document No. 347183 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications for the construction of the Hospitality Center, at Columbia and E Streets," said plans consisting of 3 sheets, and said specifications consisting of 35 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 to the addenda to said specifications on file in the office of said City Clerk;

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 1st day of May, 1944, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: J. HAWKINS

F. E. YOUNG

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

ATTEST: M. SHANNON

By GEO. H. MURCH, Attorney in Fact (SEAL)

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

STATE OF CALIFORNIA, } ss.

County of San Diego

On this 1st day of May, before me, Marston Burnham, in the year one thousand nine hundred and forty-four, 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, 1946

I hereby approve the form of the within Bond this 2d day of May, 1944.

J. F. DuPAUL

City Attorney of the City of San Diego

By H. B. DANIEL

Assistant City Attorney

I hereby approve the foregoing bond this 2d day of May, 1944.

WALTER W. COOPER

City Manager

FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That F. E. Young as principal, and Hartford Accident and Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of Connecticut as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of SIX THOUSAND TWO HUNDRED FIFTY Dollars (\$6,250.00), (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, we hereby bind ourselves, our heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of May, 1944.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the construction, completion and installation of the Hospitality Center building at Columbia and E Streets, in the City of San Diego, County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego, on the 11th day of March, 1944, marked Document No. 347183 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications for the construction of the Hospitality Center, at Columbia and E Streets," said plans consisting of 3 sheets and said specifications consisting of 35 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 to the addenda to said specifications on file in the office of said City Clerk.

And, whereas, the aforesaid penal sum of Six Thousand Two Hundred Fifty Dollars (\$6,250.00), 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 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 1st day of May, 1944, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: J. HAWKINS

F. E. YOUNG Principal

ATTEST: M. SHANNON

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By GEO. H. MURCH, Attorney in Fact
Surety (SEAL)

STATE OF CALIFORNIA,

County of San Diego

ss

On this 1st day of May, before me, Marston Burnham, in the year one thousand nine hundred and forty-four, 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, 1946

MARSTON BURNHAM
Notary Public in and for San Diego County
State of California

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

I hereby approve the form of the within Bond this 2d day of May, 1944.

J. F. DuPAUL
City Attorney of the City of San Diego
By H. B. DANIEL
Assistant City Attorney

I hereby approve the foregoing bond this 2nd day of May, 1944.

WALTER W. COOPER
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with F. E. Young for construction of Hospitality Center at Columbia and E Streets; being Document No. 347984.

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

By Francis T. Tamm Deputy

Negotiated Agreement
No. W 7034 133

SUPPLEMENTAL AGREEMENT TO DISPENSE WITH NOTICE OF RENEWAL

THIS SUPPLEMENTAL AGREEMENT entered into this 16th day of December, 1943, by and between THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION whose address is Civic Center, San Diego, California for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH:

WHEREAS on 23 August, 1941, a lease was entered into between the Lessor and the Government covering

That portion of Pueblo Lot 1311 of the Pueblo Lands of San Diego, in The City of San Diego, County of San Diego, State of California, bounded on the north by the northerly line of said Pueblo Lot 1311, bounded on the west by the easterly and southeasterly line of that certain tract of land in said Pueblo Lot 1311 described in lease from The City of San Diego, a municipal corporation, to The United States of America, dated October 30, 1940, filed March 11, 1941, as Document No. 327283, in the Office of the City Clerk of The City of San Diego, and bounded on the east, southeast and south by the following described line:

Commencing at a point on the northerly line of said Pueblo Lot 1311 where said northerly line is intersected by the easterly line of the tract of land in Pueblo Lot 1314, of said Pueblo Lands, lying westerly from Pacific Highway and Torrey Pines Road, and as described in said lease under City Clerk's Document No. 327283, said point of commencement being also described as a point on the northerly line of said Pueblo Lot 1311 distant 100 feet westerly at right angles from the center line of Pacific Highway prolonged south 1° 28' west; thence southerly along the southerly prolongation of the easterly line of said leased land in said Pueblo Lot 1314 lying west from Pacific Highway and Torrey Pines Road, being also on a line parallel with said prolonged center line of Pacific Highway, a distance of 320 feet to the point of a tangent curve concaved northwesterly having a radius of 385 feet; thence southerly and southwesterly along the arc of said curve a distance of 408.21 feet to a point of tangency; thence southwesterly on a direct line tangent to said curve a distance of 45 feet, more or less, to an intersection with the southeasterly line of said leased portion of said Pueblo Lot 1311 as described under said Document No. 327283, containing an area of 0.9 acres, more or less, for the period 23 August, 1941, to June 30, 1942, with option of renewal annually thereafter to 30th day of June, 1945, which lease was duly renewed by the Government to June 30, 1944, inclusive;

WHEREAS it is desired to amend said lease to dispense with the service of notice of renewal for each fiscal year, as hereinafter provided;

NOW, THEREFORE, the parties hereto do hereby amend said lease in the following respects and these only:

1. Provisions 3 and 5 are deleted, effective July 1, 1944 and there is inserted in lieu thereof the following provision numbered 3:

"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1944 through June 30, 1945, provided that, unless and until the Government shall give notice of termination in accordance with provision 11 hereof,

2. Provision 11 reading as follows is added:

"11. The Government reserves the right to cancel this lease or any renewal thereof by giving the Lessor ten days' written notice thereof."

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

WITNESS: GLENN RICK
Glenn Rick

THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION
Lessor
By WALTER W. COOPER
Walter W. Cooper City Manager (SEAL)

THE UNITED STATES OF AMERICA
By FRED H. JOHNSTON (Contracting Officer)
Fred H. Johnston Chief, Los Angeles
Sub-Office

(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 agreement; that Walter W. Cooper, who signed said agreement on behalf of the Lessor, was then City Manager of said corporation; that said agreement 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 (CORPORATE SEAL)
Fred W. Sick

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental agreement of lease with the United States for portion of Pueblo Lot 1311; being Document No. 347927.

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

By Francis T. Tatten Deputy

SERVICE CONTRACT

With Armored Transport Inc., San Diego, California. Memorandum of Agreement by and between Armored Transport, Inc., and City of San Diego, Division of Water Accounting, Room 164, Civic Center, San Diego, California, (hereinafter called the Customer). Executed this 24th day of April, 1944.

SECTION I

(a) The Customer maintains at the following location a certain establishment where armored car service is required: City of San Diego, Division of Water Accounting, 4250 University Avenue, San Diego, California.

(b) Armored Transport, Inc. maintains a service for the purpose of protecting property and delivering it to or depositing it in a bank or other depository to be designated by the Customer.

SECTION II

(a) The word "property" as used in this contract, shall mean money, checks, notes, bonds, securities and all other things of value.

(b) Armored Transport, Inc. agrees that daily (Saturdays, Sundays and holidays excepted) its authorized armed collector shall call at the office of its Customer at 4250 University Avenue, San Diego, California, and accept from the Customer and receipt for sealed packages containing property which shall be delivered to the Customer at Room 164, Civic Center, San Diego, California, the same day as the original pickup is made.

(c) Armored Transport, Inc. agrees to take out and carry insurance with a responsible insurance company against all loss of or damage to (except as hereinafter excluded) any money or property handled or protected by Armored Transport, Inc., or its agents or employees, for the Customer under this contract. Armored Transport, Inc. agrees, at all times during the life of this contract, to maintain such insurance, or insurance of the same kind, in an insurance company approved by the Customer, and to furnish the Customer satisfactory written evidence of compliance with this paragraph.

(d) Armored Transport, Inc. shall not be liable for incidental damages caused by any delay in or failure to make any call due to riots, strikes, war, insurrections, acts of God or the public enemy, or means beyond its control, but nevertheless Armored Transport, Inc. shall always be responsible and liable up to the amount of Fifteen Hundred Dollars (\$1500.00) (except as hereinafter excluded), for the safe delivery or return of any and all money or property in the possession of Armored Transport, Inc., or in the possession of its agents or employees at any time, it being the intent of this agreement that Armored Transport, Inc. shall not, for any reason whatsoever, be relieved of such responsibility.

(e) Notwithstanding anything contained herein to the contrary, it is understood and agreed that Armored Transport, Inc. shall be warranted free from liability for loss of or damage to any property in its possession as the result of capture, seizure, arrest, restraint, detainment, confiscation, preemption, requisition or nationalisation, and the consequence of hostilities or warlike operations (whether there be a declaration of war or not), piracy, civil war, revolution, rebellion or insurrection or civil strife arising therefrom.

SECTION III

(a) Armored Transport Inc. agrees to furnish to the Customer the certified signature of each authorized collector, and to give written notice in the event of revocation of such authority. Armored Transport, Inc. assumes no liability for property delivered to any employee or other person, except those whose unrevoked signature cards are on file with the Customer.

(b) The Customer agrees to place the property to be carried in envelopes or other containers, and to securely seal and mark the same distinctively. The amount or value of the contents shall be marked plainly thereon by the Customer.

(c) Liability in excess of Fifteen Hundred Dollars (\$1500.00) for property included in any one shipment from the above-mentioned location, will be assumed by Armored Transport, Inc. only upon receipt by it, prior to shipment, of telephonic or telegraphic or written notice of such excess, and the Customer shall pay an additional service charge based on the amount thereof.

SECTION IV

(a) The Customer agrees to pay to Armored Transport, Inc. for the service enumerated, the sum of Nineteen and Fifty One hundred Dollars (\$19.50) per month for the above location. Services under this contract shall begin on May 1, 1944 and shall continue for a period of one year, and thereafter for like periods, unless either party shall give written notice of intention to cancel at least thirty (30) days prior to the expiration of any such period.

This agreement shall become effective only when approved and signed on behalf of Armored Transport, Inc. by one of its executive officers.

ARMORED TRANSPORT, INC.
By V. E. BANNISTER
Vice President

CITY OF SAN DIEGO
DIVISION OF WATER ACCOUNTING,
By WALTER W. COOPER
(Title) Walter W. Cooper City Manager

I HEREBY APPROVE the form and legality of the foregoing Service Contract this 24th day of April, 1944.

J. F. DuPAUL, 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 Service Contract with Armored Transport, Inc. for transporting money, bonds, securities, etc.; being Document No. 347934.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, that BOLIVAR PACKING COMPANY, a co-partnership composed of H. A. Barraclough, and Gilbert Thompson, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED TWENTY-FIVE Dollars (\$625.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said 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 1st day of May, 1944.

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: One Used Scotch boiler, complete with accessories and boiler house, 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.

BOLIVAR PACKING COMPANY, a co-partnership
By H. A. BARRACLOUGH
GILBERT THOMPSON
Principal
GREAT AMERICAN INDEMNITY COMPANY (SEAL)
By L. DOSTER
By E. K. JAMES
Attorneys-in-fact
Sureties

ATTEST: _____

STATE OF CALIFORNIA)
County of San Diego)ss

On this 1st day of May in the year one thousand nine hundred and forty-four, 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
My Commission will expire 1-12-46 State of California
I HEREBY APPROVE the form of the within Bond, this 1st day of May, 1944.
J. F. DuPAUL, City Attorney,
By H. B. DANIEL
Asst. City Attorney

I HEREBY APPROVE the foregoing bond this 1st day of May, 1944.
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 May, 1944, 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 Bolivar Packing Company, a co-partnership composed of H. A. Barraclough, and Gilbert Thompson party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: One Used Scotch boiler, complete with accessories and Boiler House, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 347527.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Two Thousand Five Hundred Dollars (\$2500.00). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 5th day of May, 1944.

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 Five Hundred Dollars (\$2500.00), 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability

to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79408 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
BOLIVAR PARKING COMPANY, a co-
partnership,
By H. A. BARRACLOUGH
GILBERT THOMPSON

Contractor

ATTEST: I hereby approve the form and legality of the foregoing contract this 1st day of May, 1944.

J. F. DuPAUL, 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 Bolivar Packing Company for furnishing Scotch boiler; being Document No. 347952.

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

By Francis T. Tate Deputy

A G R E E M E N T

Regarding use of garages as living quarters.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego } ss

James P. Tate, after being first duly sworn, for himself deposes and says; That I am the owner of the hereinafter described real property; Lots Nineteen (19) and Twenty (20) Block Three hundred thirty-six (336) Subdivision Choate's Addition, located at 3117-3117 1/2 Ocean View Boulevard;

That I desire to remodel existing garages below apartments on the above described property into living quarters with no sideyard and have applied for a Zone Variance under Petition No. 2259, dated April 18, 1944;

That I, in consideration of approval granted by the City of San Diego to use said garages as living quarters by Zoning Committee Resolution No. 580, dated April 27, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease, the remodeled garages below apartments on the above described property will then be vacated and no longer used as living quarters and will be converted back to garages;

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 P. TATE
3109 Ocean View Blvd.

On this 1 day of May A.D. Nineteen Hundred and Forty-four, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James P. Tate known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 3, 1948
WALTER L. McDONALD
Notary Public in and for the County of San Diego,
State of California

RECORDED MAY 5 1944 35 min. past 10 A.M. in Book 1673 at page 395 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

NOLA N. PFAHLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from James P. Tate regarding use of garages as living quarters; being Document No. 347954.

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, Larry H. Imig is the owner of Lot 20 & 21, Block 127, of Univ. Hghts;

NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of May, by Larry H. Imig that he will, for and in consideration of the permission granted to remove 20 ft. feet of curbing on Howard between Miss & and Louisiana, 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 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.

LARRY H. IMIG
250 San Diego Trust Saving Bldg.

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

On this 1st day of May, A.D. Nineteen Hundred and forty-four, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Larry H. Imig known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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
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 2nd day of May, 1944.

J. F. DuPAUL City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 5 1944 35 min. past 10 A.M. in Book 1673 at page 394 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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

NOLA N. PFAHLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Larry H. Imig; being Document No. 347972.

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, Larry H. Imig is the owner of Lot 19 & 20, Block 127, of University Hts;

NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of May, by Larry H. Imig that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Howard between Mississippi and Louisiana, 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 heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

LARRY H. IMIG
250 San Diego Trust Saving Bldg.

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

On this 1st day of May, A.D. Nineteen Hundred and forty four, before me, Mark M. Saunders, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Larry H. Imig known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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
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 2nd day of May, 1944.

J. F. DuPAUL City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 5 1944 35 min. past 10 A.M. in Book 1673 at page 393 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I 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 Larry H. Imig; being Document No. 347973.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tamm Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 27th day of April, 1944, 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 NATIONAL IRON WORKS, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessee, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, 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:

PARCEL "A":

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Government Station No. 187; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to a point; thence south 56° 51' east a distance of 415.22 feet to a point; thence at right angles north 33° 09' east a distance of 300 feet to the true point or place of beginning; thence north 56° 51' west a distance of 446.59 feet to a point; thence north 8° 32' 40" east a distance of 139.44 feet to a point; thence at right angles south 81° 27' 20" east a distance of 189.74 feet to the point of beginning of a curve concave to the southwest having a radius of 1512 feet; thence southeasterly along the arc of said curve an arc distance of 164.93 feet to the curve's point of ending; thence tangent to said curve south 75° 12' 20" east a distance of 42.02 feet to the point of beginning of a curve concave to the northeast, having a radius of 1588 feet; thence southeasterly along the arc of said curve an arc distance of 13.97 feet to a point, said point bearing south 14° 17' 25" west from the center of said curve; thence south 8° 32' 40" west leaving said curve a distance of 312.18 feet to a point; thence north 56° 51' west a distance of 4.36 feet to the true point or place of beginning, containing 94,490 square feet of tideland area.

PARCEL "B":

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Government Station No. 187; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to a point; thence south 56° 51' east a distance of 415.22 feet to the true point or place of beginning, said true point being the most southerly corner of that tideland area leased to Robbins Marine Engine Works; thence at right angles north 33° 09' east a distance of 300 feet to a point; thence south 56° 51' east a distance of 482.36 feet, more or less, to a point on the northwesterly boundary line of that tideland area leased to Benson Lumber Company; thence south 70° 50' west along the said northwesterly boundary line a distance of 379.07 feet to a corner point; thence north 56° 51' west a distance of 250.63 feet to the true point or place of beginning, containing 109,950 square feet of tideland area.

WHARF AREA:

Beginning at the true point or place of beginning herein described for Parcel "B", said point being the most southerly corner of that tideland area leased to Robbins Marine Engine Works; thence south 56° 51' east a distance of 250.63 feet, more or less, to a corner point of that tideland area leased to Benson Lumber Company; thence south 53° 05' 19" west following along the boundary line of said area leased to Benson Lumber Company a distance of 262.49 feet to the most westerly corner point of said leased area; thence north 73° 31' 40" west a distance of 220.38 feet to a point; thence north 42° 18' 45" east a distance of 314.01 feet to the true point or place of beginning, containing 62,065 square feet of water covered area.

The lands hereinabove described being shown on Harbor Department Plat No. 86-B-3, dated December 29, 1943, 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 April, 1944, and ending on the 31st day of March, 1954, 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 hereinabove described as Parcel "A" and Parcel "B";

For the second five (5) years of said term, the sum of three cents (3¢) per square foot per year, for the premises hereinabove described as Parcel "A" and Parcel "B";

The sum of fifty dollars (\$50.00) per month for the premises hereinabove described as "Wharf Area."

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 herein-after provided, to-wit:

(1) That the demised premises hereinabove described as Parcel "A" and Parcel "B" shall be used only and exclusively for the purpose of conducting and maintaining thereon a general ship building and ship repairing business, with the right to construct and maintain thereon such marine ways, machine shops 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 "Wharf Area," shall be used only and exclusively for the construction and maintenance thereon of a wharf and ship ways, and such other structures necessary or convenient for conducting and carrying on said ship building 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 the 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 purposes 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.

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the ten-year term hereinabove granted, the lessee shall, provided it is not then in default as to any of the terms and conditions herein contained, have the right and option to renew this lease upon the same terms and conditions and for the same purposes and uses for an additional five (5) year period, save and except that the rental for such extended five-year term shall be at the rate of four cents (4¢) per square foot per year, for the premises hereinbefore described as Parcel "A" and Parcel "B". If the lessee shall elect to exercise its option to renew said lease, as herein provided, it shall, at the end of said first five-year term, provided it is not then in default as to any of the terms and conditions herein contained, have the option and right to renew this lease, upon the same terms and conditions and for the same purposes and uses, for a second five-year term, save and except that the rental for such extended five-year term shall be at the rate of five cents (5¢) per square foot per year, for the premises hereinbefore described as Parcel "A" and Parcel "B". If the lessee shall elect to exercise its option to renew said lease, as herein provided, it shall, at the end of said second five-year period, provided it is not then in default as to any of the terms and conditions herein contained, have the option and right to renew this lease, upon the same terms and conditions and for the same purposes and uses, for a third five-year term, save and except that the rental for such extended five-year term shall be at the rate of six cents (6¢) per square foot per year, for the premises hereinbefore described as Parcel "A" and Parcel "B".

The options herein provided for shall be exercised by notice in writing on the part of the lessee filed with the City Clerk of The City of San Diego and with the Harbor Commission of said City at least ninety (90) days prior to the end of the term of this lease, and at least ninety (90) days prior to the end of each or any five-year extension or renewal thereof, as herein provided. Thereupon this lease shall continue in full force and effect in accordance with all of the provisions hereof during the ensuing period of five (5) years, and so through each succeeding period for which the lessee shall exercise its option to renew the same.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and 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 KLIKA
WM. E. HARPER
Members of the Harbor Commission
of The City of San Diego.
NATIONAL IRON WORKS Lessee
By C. ARNHOLT SMITH
President

ATTEST: C. B. PHINNEY Sec'y (SEAL)
I hereby approve the form of the foregoing Lease this 27th day of April, 1944.
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
Tidelands Lease with National Iron Works; being Document No. 347999.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN PIPE & CASING COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED FORTY-FIVE and no/100 Dollars (\$1145.00), 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 April, 1944.
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:

500 linear feet of 1/4" steel plate pipe 20" I.D.; and
500 " " " " " " " 18" I.D.,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: R. L. MANDY

SOUTHERN PIPE & CASING CO. (SEAL)
D. A. STROMSOE Vice President
Principal
UNITED STATES GUARANTEE COMPANY (SEAL)
By ESTHER M. DANIELS Attorney-in-fact
and DELORUS E. CLARK Attorney-in-fact
Surety

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

On this 29th day of April, A.D. 1944, before me, M. S. Banks, 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 Company 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. S. BANKS
Notary Public in and for said County and State
My Commission expires Feb. 2, 1947

I hereby approve the form of the within Bond, this 2d day of May, 1944.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Asst. City Attorney

I hereby approve the foregoing bond this 2nd day of May 1944.
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 April, 1944, 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 SOUTHERN PIPE & CASING 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:

500 linear feet 20" I.D. welded steel pipe, 1/4" wall coal tar coated
inside and outside, wrapped with 15# asbestos
felt and whitewashed in accordance with AWWA
Specifications 72-6, in 24 foot lengths,
500 " " 18" I.D. ditto

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 347403.

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

500' 20" ID welded steel pipe @	\$4.69 per foot	\$2345.00
500' 18" " " " " " @	\$4.24 " "	2120.00
		\$4465.00
Plus California State Sales Tax		111.63
		\$4576.63

Said contractor agrees to complete said delivery on or before the 30th day of May, 1944.
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 Five Hundred Seventy-six and 63/100 Dollars (\$4576.63),
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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79381 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

SOUTHERN PIPE & CASING COMPANY (SEAL)

D. A. STROMSOE Vice President

Contractor

ATTEST: R. L. MANDY

I hereby approve the form and legality of the foregoing contract this 2d day of May, 1944.

J. F. DuPAUL, 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 Southern Pipe & Casing Company for 1/4" steel plate pipe; being Document No. 347982.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That PERRY-CHRISTENSON-CAMPBELL, INC., as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED SEVENTY-FIVE and no/100 Dollars (\$275.00), 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 May, 1944.

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 install: Galvanized iron duct work for the ventilating system at the Sewage Disposal Plant, 3375 East Harbor Drive, 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: ELLEN C. DREBERT

PERRY-CHRISTENSON-CAMPBELL, INC.,
By L. CHRISTENSON
Principal
MARYLAND CASUALTY COMPANY (SEAL)
By F. F. EDELEN
(F.F.Edelen) Attorney-in-Fact.
Sureties.

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 2nd day of May, 1944, 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. Edelan, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine. WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL) C. T. NEILL
Notary Public, in and for said County and State
I HEREBY approve the form of the within Bond, this 2d day of May, 1944.
I HEREBY approve the foregoing bond this J. F. DuPAUL, City Attorney
2d day of May, 1944 By H. B. DANIEL

WALTER W. COOPER, City Manager Asst.City Attorney
KNOW ALL MEN BY THESE PRESENTS, That PERRY-CHRISTENSON-CAMPBELL, INC., as Principal and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED FORTY-NINE and no/100 Dollars (\$549.00), 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 May, 1944.
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 installation of a duct system for ventilation of the Sewage Disposal Plant at 3375 East Harbor Drive, in the City of San Diego, California; and
WHEREAS, the aforesaid penal sum of Five Hundred Forty-nine and no/100 Dollars(\$549.00), 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 attached, by its proper officers, thereunto duly authorized, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached, by its proper officers, thereunto duly authorized, this 2nd day of May, 1944.

ATTEST: ELLEN C. DREBERT

PERRY-CHRISTENSON-CAMPBELL, INC.,
By L. CHRISTENSON
Principal, (SEAL)
MARYLAND CASUALTY COMPANY
By F. F. EDELEN
(F.F.Edelen) Attorney-in-Fact
Surety (SEAL)

ATTEST: _____
STATE OF CALIFORNIA)
County of San Diego) ss

On this 2nd day of May, 1944, before me, C.T.Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine. WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL) C. T. NEILL
Notary Public, in and for said County and State
I HEREBY APPROVE the form of the within Bond, this 2d day of May, 1944.
J. F. DuPAUL, City Attorney
By H. B. DANIEL

I HEREBY APPROVE the foregoing bond this 2d day of May, 1944.
WALTER W. COOPER
City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 2nd day of May, 1944, 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 Perry-Christenson-Campbell, Inc., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The installation of a duct system for ventilation of the Sewage Disposal Plant at 3375 East Harbor Drive, in the City of San Diego, California, in accordance with those certain drawings and specifications contained in Document No. 347529 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 One Thousand Ninety-eight and no/100 Dollars (\$1098.00).

Said contractor agrees to commence said work within 5 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 40 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 One Thousand Ninety-eight and no/100 Dollars (\$1098.00), said sum to be paid as follows:

Upon completion of the work above described, 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 Director of Public Works 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 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 its own cost and expense.

The work shall be conducted under the immediate supervision of the Director of Public Works, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said Director of Public Works, 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 this contract as in the judgment of said Director of Public Works may be deemed necessary or expedient, 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than Thirty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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>Wage per 8 hour day</u>
Sheet Metal Worker.....	\$11.00
Sheet Metal Helper.....	\$ 8.00
Laborers.....	\$ 7.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per day of eight hours.

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 said Director of Public Works 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 the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 79409 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
PERRY-CHRISTENSON-CAMPBELL, INC.,
By L. CHRISTENSON Pres.
Contractor

ATTEST: ELLEN C. DREBERT (SEAL)

I HEREBY APPROVE the form and legality of the within Contract this 2d day of May, 1944.
J. F. DuPAUL, 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 Perry-Christenson-Campbell Inc. for installation of ventilating system at the Sewage Disposal Plant; being Document No. 348000.

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

LE A S E

THIS AGREEMENT, made and entered into this 1st day of May, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and G. E. PHILBROOK, of Lakeside, California, hereinafter called the Lessee, WITNESSETH:

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

That portion of Lot 2, Riverview Farms, Tract R, Rancho El Cajon, particularly described as follows:

Beginning at the most westerly corner of said Lot 2; thence easterly along the northerly line of said Lot 2, 1974.37 feet; thence South 8° 57' East 478.61 feet to an intersection with the southerly line of said Lot 2; thence westerly along the southerly line of said Lot 2, 1981.97 feet to the point of beginning; containing 11 acres of land, more or less.

for a term of three (3) years, beginning on the 1st day of February, 1944, and ending on the 31st day of January, 1947, at the following rentals: Twenty Dollars (\$20.00) per year, payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of

drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 79048 of the Council, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,
By WALTER W. COOPER
City Manager
GROVER E. PHILBROOK
Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with G. E. Philbrook for stock grazing purposes; being Document No. 348001.

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 auxiliary building for truck garden.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)ss
City of San Diego)

Harlow B. Pond and Mae E. Pond, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Forty eight (48) and Forty nine (49) Block Twenty seven (27) Subdivision Loma Alta No. 2, located at Temecula and Clovis Streets;

That we desire to construct and use the auxiliary building in conjunction with a truck garden, for the storage of tools and garden equipment;

That we, in consideration of approval granted by the City of San Diego to construct and use the auxiliary building in conjunction with a truck garden (Victory Garden); do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this building will not be used as living quarters or for any commercial purposes in violation of the Zoning Ordinances of the City;

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.

Mae E. Pond
4391 Temecula St.
Harlow B. Pond
4391 Temecula St.

On this 3rd day of May A.D. Nineteen Hundred and Forty Four, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mae E. & Harlow B. Pond 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

RECORDED MAY 5 1944 35 min. past 10 A.M. in Book 1673 at page 392 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

NOLA N. PFAHLER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Harlow B. and Mae E. Pond relative to building at Temecula and Clovis Streets; being Document No. 348005.

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 use of a store building as a cabinet and screen shop

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

ss

Charles W. Macomber, after being first duly sworn, for himself deposes and says:

That I am the owner of the hereinafter described real property: Lot Thirty one (31) the East Seventy five feet (75') Block G Subdivision Oak Park, located at 4979 University Avenue;

That I desire to construct an addition to an existing store building on the above de- scribed property and have applied for a Zone Variance under Petition No. 2246, dated April 7, 1944, to operate a screen and cabinet shop;

That I, in consideration of approval granted by the City of San Diego to use said building as a screen and cabinet shop by Zoning Committee Resolution No. 596, dated April 27, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that hours of operation will be from 7:30 AM to 4:00 PM; maximum of five (5) employee's; maximum horse power 17 h.p.; that six months after hostilities in the present war cease, the store on the above described property will then be vacated and will no longer be used as a screen and cabinet shop;

That this agreement shall run with the land and be part of a general plan for the pro- tection 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.

CHAS. W. MACOMBER
4441 Cherokee Ave.

On this 4th day of May A.D. Nineteen Hundred and Forty Four, before me, a Notary Pub- lic in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles W. Macomber known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 MAY 5 1944 35 min. past 10 A.M. in Book 1682 at page 121 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Charles W. Macomber regarding use of store building as shop; being Document No. 348007.

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, Arrowhead and Puritas Waters Inc. is the owner of Lots 2 through 11 inclusive, Block 172, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this fourth day of May 1944, by Arrowhead and Puritas Waters Inc. that we will, for and in consideration of the permission granted to remove 44 feet of curbing on Hancock between Harasthy St. and Emory St., adjacent to the above described property, bind us to, and----hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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.

ARROWHEAD AND PURITAS WATERS INC.
By W. R. POSTLEWAITE
1566 E. Washington Blv'd.
Los Angeles, Cal.

STATE OF CALIFORNIA,
County of San Diego,

ss.

On this 4th day of May, A.D. Nineteen Hundred and forty four, before me, Frank Fieger, a Notary Public in and for said County, residing therein, duly commissioned and sworn, per- sonally appeared W. R. Postelwaite known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) FRANK FIEGER
Notary Public in and for the County of San Diego,
State of California,
My Commission expires March 24, 1946

I HEREBY approve the form of the foregoing agreement this 8th day of May, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney

RECORDED MAY13 1944 45 min. past 9 A.M. in Book 1674 at page 408 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 Curb Removal Agreement from Arrowhead and Puritas Waters Inc.; being Document No. 348058.
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 conversion of existing residence into four (4) apartments.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego } ss.

Golda L. Moore and Richard T. Moore, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Three (3) and Four (4) Block Twenty nine (29) Subdivision Culverwell & Taggart's Addition, located at 1031 - 21st Street

That we desire to convert an existing residence on the above described property into four (4) apartments with nine (9) feet to the rear building which has a four (4) foot rear yard and have applied for a Zone Variance under Petition No. 2189, dated March 11, 1944;

That we, in consideration of approval granted by the City of San Diego to convert said residence into four (4) apartments by the Zoning Committee Resolution No. 558, dated March 30, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when Lots Three (3) and Four (4) are sold separately, they will be divided in such a manner as to give the residence near the north line of Lot Four (4) the required sideyard, to be maintained at all times;

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.

GOLDA L. MOORE
1027 21st St. San Diego
RICHARD T. MOORE
1027 - 21st

On this 8th day of May A.D. Nineteen Hundred and Forty Four, before me, Sybil I. Newman a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Richard T. Moore and Golda L. Moore 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 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 February 25, 1948 State of California
RECORDED MAY 13 1944 45 min. past 9 A.M. in Book 1680 at page 334 in Official Records,
San Diego Co., Cal. Recorded at request of City Clerk.

SYBIL I. NEWMAN
ROGER N. HOWE, County Recorder
By Deputy D. COLE
ORPHA HARBAUGH

Copyist 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 Golda L. and Richard T. Moore regarding converting residence into apartments; being Document No. 348064.

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

By Francis T. Tatten Deputy

NOTICE OF CANCELLATION OF LEASE NO. W346C-eng-765

TO City of San Diego
Office of the City Manager
Civic Center, San Diego, California
Dated 23 October 1943

Pursuant to Article 12 of a certain lease dated the 15th day of September, 1943, by and between City of San Diego, a municipal corporation as Lessor, and the United States of America, as Lessee, covering property located at the termination of Napa Street at Greenwood Street, San Diego, California, said property being more particularly described in the lease referred to;

NOTICE is hereby given that the United States of America exercises its rights reserved in said lease and will quit, relinquish, and give up said premises on the 14th day of November 1943.

(SEAL) Thomas F. Croghan, Chief, Los Angeles Sub-Office
For and in behalf of the United States of America

Receipt of the above notice is hereby acknowledged this 27th day of November 1943.

Witness: FRED W. SICK (SEAL)

CITY OF SAN DIEGO a Municipal Corporation
WALTER W. COOPER
City Manager

LEASE NO. W 346C-eng-765

RELEASE
(Corporations)

WHEREAS, on the 15th day of September 1943 City of San Diego a municipal corporation existing under and by virtue of the laws of the State of California with its principal office located in the city of San Diego county of San Diego, and State of California did lease, demise, and let unto the United States of America certain premises situated in the city of San Diego county of San Diego, and State of California and more particularly described as follows:

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. Kosting, 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.

and,

WHEREAS, the use of said premises is no longer required by the United States of America and possession of said property having been redelivered by the United States of America to the lessor, on the 14th day of November 1943

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, City of San Diego, a municipal corporation for and in consideration of the cancellation of said lease and the redelivery to us of possession by the United States of America of the property hereinbefore described, on the 14th day of November, 1943, the receipt of which in good condition is hereby acknowledged, have remised, released, and forever discharged, and by these presents do for ourselves, our successors, and assigns, remise, release, and forever discharge the United States of America, its officers and agents, of and from all manner of actions, liability, and claims which against the United States of America, its officers and agents, we or they ever had, now have, or ever will have upon, or by reason of any matter, cause, or thing whatsoever, particularly arising out of said lease and the occupation by the United States of America of the aforementioned property.

IN WITNESS WHEREOF, we have caused these presents to be signed by our City Manager attested by our City Clerk, and our corporate seal to be hereto affixed this 14th day of November, 1943.

Attest: FRED W. SICK
City Clerk

CITY OF SAN DIEGO (SEAL)
By WALTER W. COOPER
Walter W. Cooper City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of cancellation of Lease of portion Pueblo Lot 299; being Document No. 348069.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, Frank G. Pierce, for and in consideration of the sum of One Hundred Thirty-one Dollars (\$131.00), to him in hand paid, receipt whereof is hereby acknowledged, does by these presents sell, assign, transfer and set over unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, all of his right, title and interest in and to that certain lease heretofore executed between Harold Scott, as Lessor, and the undersigned, as Lessee, covering the premises described as the southeasterly 25 feet of Lots 10, 11 and 12 and the southwesterly 75 feet of Lots 13 and 14, Block 79, Ocean Beach, in the City of San Diego, County of San Diego, State of California, and in and to the premises in said lease described.

IN WITNESS WHEREOF, the said Frank G. Pierce has hereunto set his hand this 4th day of May, 1944.

FRANK G. PIERCE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment of Lease by Frank G. Pierce covering Merry-go-round building at Ocean Beach; being Document No. 348086.

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 4th day of May, 1944, by and between HAROLD SCOTT, San Diego, California, party of the first party, 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, the said Lessor is the owner of those certain premises known and designated as the southeasterly 25 feet of Lots 10, 11 and 12 and the southwesterly 75 feet of Lots 13 and 14, Block 79, Ocean Beach, 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 for recreational purposes; 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 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, 1944, to and including the 30th day of April, 1945, at a rental of Forty-five Dollars (\$45.00) per month, payable in advance on the first day of each and every month of said term.

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

It is further understood 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 a 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.

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. 79429 authorizing such execution, the day and year first hereinabove written.

HAROLD SCOTT

ATTEST: FRED W. SICK City Clerk (SEAL)

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

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

On this 4th day of May, 1944, before me E. H. Brooks, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Harold Scott, 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 10th day of May, 1944.

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 between Harold Scott and City covering Merry-go-round building at Ocean Beach; being Document No. 348087.

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, L. J. GRENFIELD is the owner of Lot 16, Block 30, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of May 1944, by L. J. Grenfield that he will, for and in consideration of the permission granted to remove 15 feet of curbing on Cedar St between India St and Kettner Blvd, 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.

L. J. GRANFIELD
1654 India St

South side of Cedar
Bet India & Kettner Blvd

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

On this 8th day of May, A.D. Nineteen Hundred and Forty four, before me, Ula B. Cannady a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. J. Grenfield known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL) My Commission expires October 30, 1945

I HEREBY approve the form of the foregoing agreement this 11 day of May, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 13 1944 45 min. past 9 A.M. in Book 1680 at page 332 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.

ORPHA HARBAUGH
Copyist County Recorder's Office, 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. J. Granfield; being Document No. 348109.

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, George S. Dabkovich is the owner of Lot 20, Block 1, of North Shore Highland;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of April, by George S. Dabkovich that he will, for and in consideration of the permission granted to remove 10 feet of curbing on Fanuel between Diamond and Missouri Streets and 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 heirs 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 S. DABKOVICH
4648 Marlborough Dr.

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

On this 27th day of April, A.D. Nineteen Hundred and Forty-four, before me, Sybil I. Newman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George S. Dabkovich known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 February 25, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 13 day of May, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED MAY 27 1944 45 min. past 10 A.M. in Book 1690 at page 101, 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 George S. Dabkovich; being Document No. 348124.

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 maintaining of fifth (5th) residential unit.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss
City of San Diego }

Edgar A. Goebel, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; Lots Twenty eight (28) to Thirty two (32) inc. (except the east eight (8) feet) of Block Two hundred fifty eight (258) Subdivision University Heights, located at 2038 and 2040 Cypress Street;

That I desire to maintain existing fourth unit in residence and make additions thereto and to maintain a fifth residential unit in the building at 2040 Cypress Street with a 4 foot rear yard and have applied for a Zone Variance under Petition No. 2248, dated April 10, 1944;

That I, in consideration of approval granted by the City of San Diego to maintain the additional living units, by Zoning Committee Resolution No. 602, dated May 11, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the foundations of all buildings will be enclosed; garage will be re-finished either with siding or stucco and doors will be included in the completion of the garage; and that six months after hostilities in the present war cease, the fifth (5th) living unit at 2040 Cypress Street will then 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.

EDGAR A. GOEBEL
2038 Cypress Ave.

On this 15th day of May A.D. Nineteen Hundred and forty four, before me, H. L. Pfafr a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edgar A. Goebel known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 Sept. 25, 1945 State of California

RECORDED MAY 27 1944 45 min. past 10 A.M. in Book 1690 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.
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 Edgar A. Goebel regarding maintaining 5th residential unit; being Document No. 348134.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

SIN
N.P.

SIN N.P.

A G R E E M E N T

Regarding construction of a feed and tool house and to carry on a commercial poultry raising business.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

} ss.

Elizabeth Goodwin, after being first duly sworn, for herself deposes and says;

That I am the owner of the hereinafter described real property; South twenty five and six hundredths acres (25.06) of the west one-half (1/2) of the southwest Quarter Section 34, T16S R2W SBM, located at 2554 - 54th Street;

That I desire to erect a feed and tool house and to carry on commercial poultry raising business on the above described property and have applied for a Zone Variance under Petition No. 2202, dated March 16, 1944;

That I, in consideration of approval granted by the City of San Diego to erect said buildings and carry on a commercial poultry raising business by Zoning Committee Resolution No. 567, dated April 13, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that all pens will be kept back at least (500) five hundred feet from 54th Street; that the house which has been moved in shall be remodeled and the work completed within ninety (90) days; and that six months after hostilities in the present war cease, the commercial poultry raising business will be discontinued, or the owner will request the Zoning Committee for reconsideration;

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.

ELIZABETH GOODWIN
4527 55 St San Diego

On this 13 day of May A.D. Nineteen Hundred and Forty four, before me, Emma Geradehand a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elizabeth Goodwin 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. 28, 1945

RECORDED MAY 27, 1944 45 min. past 10 A.M. in Book 1690 at page 104 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

EMMA GERADEHAND

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.
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 Elizabeth Goodwin regarding a commercial poultry raising business; being Document No. 348135.

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, Made and entered into this 19th day of May, 1944, by and between the City of San Diego, a municipal corporation, hereinafter in this agreement referred to as The City, and the San Diego Chamber of Commerce, a corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as The Chamber of Commerce,

WITNESSETH

WHEREAS, the Council of the City has heretofore created a fund, known as 'Advertising and Publicity Fund of the City of San Diego,' and there is at the present time in said fund in excess of twenty thousand dollars (\$20,000.00), which may be used for the purposes authorized by Ordinance No. 1456 (New Series) of the Ordinances of The City of San Diego, entitled, 'An Ordinance creating a special fund of The City of San Diego, to be known as the "Advertising and Publicity Fund of the City of San Diego," and setting forth the uses and purposes for which the moneys in said fund may be expended, and repealing Ordinance No. 11450, approved December 5, 1927'; and

WHEREAS, it is deemed by this Council to be appropriate and proper to use said moneys for the purpose of making a survey and report upon which to plan for future industrial and commercial development and expansion within the City, to be put into effect as a post war plan for advertising, exploiting and making known the resources of the City and of inducing immigration to and increasing the trade and commerce of the City and advertising the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, educational, recreational, artistic, musical, cultural and other resources or advantages of the City; and

WHEREAS, in order to make such survey and report as a basis for such advertising and exploiting, it is necessary to employ industrial engineers and experts having special training for such work and who are experienced in gathering the necessary data, classifying the same and passing expert opinion thereon; and

WHEREAS, the City does not have available such experts and engineers and is unable to secure the services of a sufficient number of such experts and engineers to accomplish the purpose sought to be accomplished by the City in providing said fund; and

WHEREAS, the Chamber of Commerce of the City of San Diego, acting by and through its Board of Directors, represents that is able, ready and willing to perform the necessary services required to be rendered in the making of such survey and report.

NOW, THEREFORE, the parties to this Contract undertake and agree as follows:

FIRST: The Chamber of Commerce will employ a sufficient number of competent engineers and experts to prepare a comprehensive industrial and commercial survey and report, which report is to be in writing accompanied with the conclusions and recommendations of such engineers and experts and covering the following:

I. The possibilities of industrial expansion.

A. The types of industries which would have a favorable opportunity for success and the types of products which could best be manufactured taking into account:

1. Raw material
2. Labor
3. Transportation
4. Power
5. Markets
6. Financial support

B. The availability of existing facilities or suitable industrial sites and the cost of construction.

II. The possibilities for the expansion of commercial and service enterprises.

III. The adequacy and the possibility of an expanding use and development of port facilities.

IV. The possibilities of expansion in agricultural and other food products and the processing thereof.

and also a determination and opinion in writing of such engineers and experts as to the adequacy of the future requirements of:

1. Power and other utilities.
2. Water.
3. Sanitation.
4. Transportation.
5. Housing
6. Warehousing and cold storage.
7. Other public works and improvements.
8. Social and educational facilities.

and said Chamber of Commerce agrees that it will so obtain such survey report and opinion and in such form that it may be made use of by the City and County of San Diego to exploit the resources and commerce of said City and said County and that it will carry on a campaign of advertising and disseminating such information all to the end of inducing industrial concerns to locate and operate within the City and within the County of San Diego with particular reference to the community of said County in which the City of San Diego is a part and to induce and encourage existing local industries to expand their plants and operations. And said Chamber of Commerce represents that it has estimated the cost of employing such engineers and experts and securing such report and survey to be approximately Seventy Thousand (\$70,000.00) Dollars payable over a period of seven to ten months and said Chamber of Commerce in consideration of the payments to be made by the City as hereinafter in this agreement set forth, agrees that it will employ such experts and engineers and will cause to be made such survey and report and to have embraced therein the conclusions and recommendations of such engineers and experts as to the possibilities of the industrial expansion and the adequacy of future requirements to influence and bring about the development of the industrial and commercial resources of the City and of the County of San Diego with particular reference to the community of said County within which the City of San Diego is located, and said Chamber of Commerce will employ other experts and agencies at a very substantial cost to advertise and disseminate the information so collected.

SECOND: In consideration of the premises and the promises and agreements of the Chamber of Commerce of the City of San Diego as hereinabove in the foregoing paragraph set forth, the City will pay to the said Chamber of Commerce the sum of Two Thousand (\$2,000.00) Dollars upon the execution of this Agreement and thereafter Two Thousand (\$2,000.00) Dollars each month for a period of nine consecutive months. Before and as a condition precedent to the consecutive monthly payments following the execution of this agreement, the Chamber of Commerce shall file with the City Auditor a requisition therefor accompanied by a brief statement showing that the work agreed to be done by the Chamber of Commerce is proceeding as herein contemplated and that the services being rendered by experts and engineers employed for that purpose have not been discontinued or if discontinued, other and equally competent engineers and experts have been employed and are performing the services for which the Chamber of Commerce has bound itself by the terms of this agreement to have performed, and upon the filing of such requisition, accompanied by such statement, the Auditor will draw a warrant payable to said Chamber for the amount herein agreed to be paid. Said warrant to be in the form and subject to the procedure for the payment thereof as required by the City Charter for the payment of city warrants.

THIRD: Should the Chamber of Commerce fail to carry on the work of procuring such survey and report or for any reason discontinue its activities in that regard, the City shall be released from any and all obligation hereunder to make the monthly payments as herein provided and the City Council shall have the exclusive right to determine whether this agreement is being carried out by the Chamber of Commerce as herein contemplated and in the event the said Council officially determines that there has been a failure on the part of said Chamber of Commerce to carry out its agreement, this Contract shall be terminated and said City shall be under obligation to make no other or future payments thereunder.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, and the San Diego Chamber of Commerce has caused the same to be executed by its President, attested by its General Manager, the day and year hereinabove first written.

CITY OF SAN DIEGO
By WALTER W. COOPER

City Manager

SAN DIEGO CHAMBER OF COMMERCE
By HANCE CLELAND

(SEAL)

President

ATTEST: D. W. CAMPBELL
General Manager

I hereby approve the form and legality of the foregoing Agreement this 13th day of May, 1944.

J. F. DuPAUL, 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 \$20,000.00

Dated May 18, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of ADVERTISING & PUBLICITY FUND

Memo To S.D. Chamber of Commerce (Authority of Reso. 79485) for purpose of making survey & report for future industrial & commercial developments.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Chamber of Commerce for making a survey and report on future

development of San Diego; being Document No. 348202.

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, T. J. Lords is the owner of Lot 3, Block 5, of El Cerritto Hghts;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15 day of May 1944, by T. J. Lords that-----will, for and in consideration of the permission granted to remove 16 feet of curbing on 4673 Esther St between Madison and Adams St - East side of Esther St, adjacent to the above described property, bind-----to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

T. J. LORDS
4030 El Cajon Blvd. San Diego

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

On this 16th day of May, A.D. Nineteen Hundred and Forty-four, before me, the under-
signed, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared T. J. Lords known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to me that he executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 11, 1947 State of California

I HEREBY approve the form of the foregoing agreement this 20th day of May, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 27 1944 45 min. past 10 A.M. in Book 1690 at page 102 of Official Re-
cords, 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 T. J. Lords; being Document No. 348205.

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, T. J. Lords is the owner of Lot 4, Block 5, of El Cerritto Hghts;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15 day of May 1944, by T. J. Lords that he will, for and in consideration of the permission granted to remove 16 feet of curbing on 4679 Esther St between Madison and Adams Sts East side of Esther, 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 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.

T. J. LORDS
4030 El Cajon Blvd San Diego

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

On this 16th day of May, A.D. Nineteen Hundred and Forty-four, before me, the under-
signed, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared T. J. Lords known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to me that he executed the
same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 11, 1947 State of California

I HEREBY approve the form of the foregoing agreement this 20th day of May, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAY 27 1944 45 min. past 10 A.M. in Book 1690 at page 103 of Official Re-
cords, 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 T. J. Lords; being Document No. 348206.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Invitation No. 11-457

Contract No. T40cg-537

INVITATION, BID, AND ACCEPTANCE

NAVY DEPARTMENT - U.S.COAST GUARD
Times Building, Long Beach, California

District Coast Guard Officer
11th Naval District
13 May, 1944

Invitation

Sealed bids, in quadruplicate subject to the conditions on the reverse hereof, will be received at this office until 10:00 o'clock a.m., 18 May, 1944, and then publicly opened, for furnishing the following supplies, and/or services, for delivery at point specified below

Supply Officer

A. C. HOLLAND, Lieut., USCG

Item No.	Articles or services	Quantity	Unit Price	Unit Price	Amount Dollars	Cents
1	For furnishing water service to the U. S. Coast Guard at Beach Patrol S-29, at the Clark residence, 6400 South La Jolla Blvd., La Jolla, California, until further notice. (Meter located at 305 Palomar Street) A copy of the authorized legal rates shall be attached to each copy of the invitation. "(a) NON-DISCRIMINATION IN EMPLOYMENT. The contractor hereby agrees that, in performing the work required by this contract, it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (b) The contractor hereby agrees that a provision identical with paragraph (a) above will be included in all of its sub-contracts. (c) For the purpose of this article, subcontracts shall be deemed to include all purchase orders and agreements to perform all or any part of the work, or to make or furnish any article required for the performance of this contract, except purchase orders or agreements for the furnishing of standard commercial articles or raw materials." COMPLIANCE WITH STATE LAW: Notwithstanding any provision, general or specific, nothing in this contract shall require the contractor to refrain from performing any requirement under the laws of California.				The premises for which this service is required are privately owned. Property is leased from M.S.Meanley, W.C. & J.P. Scripps, under Contract No. T40cg-325.	

BID May 16, 1944

In compliance with the above invitation for bids, and subject to all the conditions thereof, the undersigned offers, and agrees, if this bid be accepted within _____ calendar days from the date of the opening, to furnish any or all of the items upon which prices are quoted, at the price set opposite each item, delivered at the point(s) as specified and, unless otherwise specified within _____ calendar days after receipt of order.

Discounts will be allowed for payment as follows: _____ percent 10 calendar days; _____ percent 20 calendar days; _____ 30 calendar days.

Bidder The City of San Diego
Water Department
By WALTER W. COOPER City Manager

Address Room 164, Civic Center
San Diego 1, California
Title City Manager

ACCEPTANCE BY THE GOVERNMENT

Accepted as to items numbered 1, as per attached rate schedule

H. E. SOLOMON

H.E.Solomon, Lieut. Comdr., USCG

18 May, 1944

Title By direction of District Coast Guard Officer, 11th Naval District

CONDITIONS

1. The Government reserves the right to reject any or all bids, to waive any informality in bids and, unless otherwise specified by the Government or by the bidder, to accept any item in the bid. In case of error in the extension of prices in the bid, the unit prices will govern.

2. Time, in connection with discount offered, will be computed from date of the delivery of the supplies to carrier when final inspection and acceptance are at point of origin or from date of delivery at destination or port of embarkation when final inspection and acceptance are at those points, or from date correct bill or voucher properly certified by the contractor is received if the latter date is later than the date of delivery.

3. In case of default of the contractor, the Government may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby; Provided, That if public necessity requires the use of materials or supplies not conforming to the specifications they may be accepted and payment therefor shall be made at a proper reduction in price.

4. If the contractor refuses or fails to make deliveries of the materials or supplies within the time specified, or any extension thereof, the Government may by written notice terminate the right of the contractor to proceed with deliveries or such part or parts thereof as to which there has been delay. In such event, the Government may purchase similar materials or supplies in the open market or secure the manufacture and delivery of the materials and supplies by contract or otherwise, and the contractor and his sureties (if any) shall be liable to the Government for any excess cost occasioned the Government thereby; Provided, That the contractor shall not be charged with any excess cost occasioned the Government by the purchase of materials or supplies in the open market or under other contracts when the delay of the contractor in making deliveries is due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor due to such causes unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable in the open market, if the contractor shall notify the contracting officer in writing of the cause of any such delay, within 10 days from the beginning thereof, or within such further period as the contracting officer shall, with the approval of the head of the department or his duly authorized representative, prior to the date of final settlement of the contract, grant for the giving of such notice. The contracting officer shall then ascertain the facts and extent of delay, and his findings of fact thereon shall be

ACH

final and conclusive on the parties hereto, subject only to appeal within 30 days by the contractor to the head of the department concerned or his duly authorized representative, whose decision on such appeal as to the facts of delay shall be final and conclusive, on the parties hereto. As used herein "head of the department" means the head or any assistant head of the executive department or independent establishment involved, and "his duly authorized representative" means any person authorized to act for him other than the contracting officer; and the term "contracting officer" shall include his duly appointed successor or his authorized representative.

5. No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

6. Prices bid herein include any Federal tax heretofore imposed by the Congress which is applicable to the material on this bid. If any sales tax, processing tax, adjustment charge, or other taxes or charges are imposed or changed by the Congress after the date set for the opening of this bid, and made applicable directly upon the production, manufacture, or sale of the supplies covered by this bid, and are paid by the contractor on the articles or supplies herein contracted for, then the prices named in this bid will be increased or decreased accordingly, and any amount due the contractor as a result of such change will be charged to the Government and entered on vouchers (or invoices) as separate items.

7. Unless otherwise specified by the bidder, it is understood and agreed that only such unmanufactured articles, materials, and supplies as have been mined or produced in the United States, and only such manufactured articles, materials, and supplies as have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured, as the case may be, in the United States shall be delivered pursuant to a contract awarded as a result of this bid.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for water service to U. S. Coast Guard Beach Patrol at La Jolla; being Document No. 348219.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Procurement Authority No.
8-30068 P330-05 A 0905-24

No. W 04-193 ENG-3307
NEGOTIATED LEASE

JAL

LAND LEASE BETWEEN THE CITY OF SAN DIEGO,
A MUNICIPAL CORPORATION AND THE UNITED STATES
OF AMERICA

1. THIS LEASE, made and entered into this 1st day of February, in the year one thousand nine hundred and forty-four by and between The City of San Diego, a Municipal Corporation, whose address is Civic Center, San Diego, California, and whose interest in the property hereinafter described is that of fee owner for itself, its successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government:

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

2. The Lessor hereby leases to the Government the following described premises, viz:

A parcel of land situated in the City of San Diego, County of San Diego, State of California, and being a portion of Pueblo Lots 245, 246 and 247 of the Pueblo Lands of San Diego as shown on James Pascoe's Map thereof, a copy of which map is on file in the office of the Recorder of said County as Miscellaneous Map No. 36, within a strip of land, 5 feet in width, lying 2.5 feet on each side of the following described center line:

Beginning at a point in the Southwesterly line of Block "C", Pacific View, as shown on Map No. 1497, on file in the office of said Recorder, distant South 53° 48' 36" East along said Southwesterly line 140.00 feet from the most Westerly corner of said Block "C"; thence North 61° 15' 06" West 166.39 feet to a point in the Northwesterly line of Lieta Street, 25 feet in width, as shown on said Map No. 1497; thence North 58° 16' 12" West 81.02 feet to a point in the Northeasterly line of said Pueblo Lot 245; thence continuing North 58° 16' 12" West 32.15 feet; thence North 53° 48' 36" West parallel with and 2.5 feet Southwesterly from the Northeasterly line of said Pueblo Lot 245, 200 feet, more or less, to the Northwesterly line of the East one half of said Pueblo Lot 245, being the TRUE POINT OF BEGINNING; thence continuing North 53° 48' 36" West parallel with and 2.5 feet Southwesterly from the Northeasterly line of said Pueblo Lots 245, 246 and 247, 1738 feet, more or less; thence North 83° 48' 36" West 100.00 feet, more or less, to the mean high tide line as shown on Map No. 61 in the office of said Recorder.

The side lines of said strip of land to be prolonged or shortened so as to terminate in the Northwesterly line of the East one half of said Pueblo Lot 245 in said mean high tide line.

AND ALSO, a parcel of land situated in the City of San Diego, County of San Diego, State of California and being a portion of Pueblo Lot 258 of the Pueblo Lands of San Diego as shown on James Pascoe's Map thereof, a copy of which map is on file in the office of the Recorder of said County, as Miscellaneous Map No. 36, more particularly described as follows:

Beginning at the most Westerly corner of the Subdivision known as Pacific View as shown by Map No. 1497 on file in the office of the Recorder of said County, being also the most Southerly corner of the property known as Ryan Airport; thence along the Northwesterly line of said Pacific View Subdivision, being also the Northwesterly line of Paul Street, now known as Lieta Street as shown on said Map No. 1497, North 36° 11' 24" East 667.95 feet to the most Northerly corner of said Pacific View Subdivision and being the TRUE POINT OF BEGINNING; thence continuing North 36° 11' 24" East along the prolongation of said Northwesterly line of Lieta Street 43.11 feet; thence South 28° 11' 24" West 43.53 feet to a point in the Northeasterly line of said Pacific View Subdivision; thence North 53° 48' 36" West along the Northeasterly line of said Pacific View Subdivision 6.06 feet to the TRUE POINT OF BEGINNING.

Approximate area .215 acres.

The supplies and services to be obtained by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority 8-30068 P330 05 A 0905-24 the available balance of which is sufficient to cover cost of same.

to be used for the following purpose: Tactical and other military purposes.

3. TO HAVE AND TO HOLD the said premises for the term beginning 1 February 1944 through June 30, 1944, provided that, unless and until the Government shall give notice of termination in accordance with provision 6 hereof, this lease shall remain in force thereafter from year to year without further notice; provided further that adequate appropriations are available from year to year for the payment of rentals; and provided further that this lease shall in no event extend beyond six months after the date of termination of the unlimited National Emergency as declared by the President of the United States in Proclamation No. 2487, dated May 27, 1941.

4. The Government shall pay the Lessor rent at the following rate: Fifteen and no/100 (\$15.00) dollars for the term. Payment shall be made at the end of the term hereof, by the Finance Officer, United States Army, 450 Mission Street, San Francisco, California.

5. The Government shall have the right, during the existence of this lease, to attach fixtures, and erect structures or signs, in or upon the premises hereby leased, which fixtures and structures, or signs, so placed in, upon or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government.

6. The Government may terminate this lease at any time by giving thirty (30) days notice in writing to the Lessor, and no rental shall accrue after the effective date of termination.

7. Any notice under the terms of this lease shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by the Government shall be addressed to the Lessor at Civic Center, San Diego, California, and if given by the Lessor shall be addressed to U. S. Division Engineer, Pacific Division, Los Angeles Real Estate Sub-Office, 621 South Hope Street, Los Angeles, California.

8. The Lessor warrants that he has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the lease, or, in its discretion, to deduct from the rental the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by lessors upon contracts or leases secured or made through bona-fide established commercial or selling agencies maintained by the Lessor for the purpose of securing business.

9. 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.

10. The condition of the demised premises is outlined in a Joint Record of Physical Survey which is appended hereto and made a part hereof.

11. It is understood by the Government that the City of San Diego is permitting the use for military purposes of the premises herein described for the merely nominal consideration of \$15.00 for the term hereof is doing so as a contribution or gift to the Government in aid of the war effort.

This lease is therefore granted and accepted upon the express condition and agreement that if at any time hereafter the Government shall institute condemnation proceedings against the Lessor for the acquisition of any estate, right or interest in the premises hereby leased, neither the granting of this lease nor the nominal rental reserved herein shall be taken into consideration, or have any bearing or effect whatsoever in determining the just compensation payable to the lessor by the Government for any such taking. It is further understood and agreed that the Lessor does not and cannot guarantee that it possesses a clear title to the lots hereby leased and that this lease is made subject to all outstanding rights of third persons.

Paragraphs 10 and 11 inserted prior to execution hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

In presence of: E. LONGFELLOW
Civic Center
E. Longfellow
Civic Center San Diego, California

THE CITY OF SAN DIEGO,
a Municipal Corporation (SEAL)
By Walter W. Cooper
WALTER W. COOPER City Manager
Lessor

THE UNITED STATES OF AMERICA,
By JOHN A. LOOMIS (Contracting Officer.)
John A. Loomis

(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 (CORPORATE SEAL)
Fred W. Sick

RECORD OF PHYSICAL SURVEY OF LAND AND/OR BUILDINGS

THE CITY OF SAN DIEGO, a Municipal Corporation (Resident, Owner or Agent)
KENNETH MOULTON Negotiator
San Diego, California (Location) 1 February 1944 (Date)

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: near Ryan Airport, San Diego, California
2. OWNER: The City of San Diego, a Municipal Corporation
3. TOTAL AREA CONTRACTED FOR
LAND 0.215 acres BUILDINGS none
4. CROPS: (Including orchards) none
5. BUILDINGS: (Condition) none
6. CONTENTS OF BUILDINGS (Condition) Use reverse side none
7. FENCING (Condition, amount, and type) none
8. OTHER IMPROVEMENTS (Condition of) none
9. REMARKS: This property is a part of an air field, but not now in use for that purpose. No crops, holes, trees, power lines, or water mains. Subject to flooding in years of unusually high water. No surfacing and no surfaced runways. No buildings or other improvements.

THE CITY OF SAN DIEGO, a Municipal Corporation
By WALTER W. COOPER (Owner or Agent)
By GLENN RICK
Walter W. Cooper, City Manager
Civic Center San Diego, California (Address)
By Glenn Rick

KENNETH MOULTON
Kenneth Moulton - Negotiator
524 "B" Street San Diego, California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with the United States for portion Pueblo Lots 245, 246 and 247; being Document No. 348260.

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

By Francis T. Tatten Deputy

NOTICE OF RENEWAL

Apl-2125
May 18 1944

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 64.82 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, 1944, and ending June 30, 1945, inclusive.

The considerations acts, promises, agreements, and provisions to be executed and performed by each party to the above mentioned instrument, as originally provided therein, shall remain in full force and effect for the said extended period, except as otherwise modified.

This renewal is conditioned upon the passage of an appropriation by Congress from which expenditures thereunder may be made and shall not obligate the United States upon failure of Congress so to appropriate.

Very truly yours,

MACKEY W. WHITE

Acting Chief, Office of Plant and Operations

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease by the United States Department of Agriculture; being Document No. 348261.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____ Deputy

A G R E E M E N T

Regarding use of land for excavation of rock and soil

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

} ss.

Adolph Levi & Son, after being first duly sworn, for themselves deposes and says;

That we are the owners of the hereinafter described real property; Portion of Pueblo Lot 1104, located at North of Friar's Road near the center line of P.L. 1104;

That we desire to excavate five hundred thousand (500,000) cubic yards of rock and soil and have applied for a Zone Variance under Petition No. 2270, dated April 26, 1944;

That we, in consideration of approval granted by the City of San Diego to excavate said soil by Zoning Committee Resolution No. 607, dated May 15, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will grade new excavated areas and fill in existing areas in P. L. 1104 to a grade of not less than one percent (1%) ascending from Friar's Road to base of cut; finish the excavated faces of such cuts to a smooth even grade with a slope of not less than one and one quarter (1 1/4) units horizontal to one (1) unit vertical and to round off the intersections of such cut faces, with existing natural ground and the floor of the excavations with vertical curves in such a way as to not leave a distinct line of intersection; replace any trees damaged or destroyed and plant 3 foot Eucalyptus trees on 50 foot centers on new excavated areas along the north side of Friar's Road; construct cattle guards where necessary along temporary construction roads; remove all machinery equipment, rubbish and debris at termination of work so as to leave area of operation in a smooth neat condition; grade property to grades as shown on attached grading plan; and above conditions shall be complied with in full and all work completed within one hundred and eighty (180) days of date.

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.

ADOLPH LEVI AND SON

By EDGAR B. LEVI

208 Bank of America Bldg. San Diego, Cal.

On this 20th day of May A.D. Nineteen Hundred and _____, before me, C. D. Moore a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edgar B. Levi 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 5/19/44 County of San Diego, State of California, the day and year in this certificate first above written.

C. D. MOORE

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

My Commission expires Aug. 28, 1944

RECORDED MAY 27 1944 45 min. past 10 A.M. in Book 1690 at page 110 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 Adolph Levi & Son regarding use of land for excavation rock and soil; being Document No. 348269.

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 J. S. BARRETT, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF POWDER HOUSE CANYON TRUNK SEWER NO. 7, BETWEEN THE U. S. NAVAL HOSPITAL AND 15TH AND K STREETS (FWA PROJECT CAL 4-492-N), WHICH SAID CONTRACT IS DATED FEBRUARY 29, 1944, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 347065.

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 for the construction of Powder House Canyon Trunk Sewer No. 7, between the U. S. Naval Hospital and 15th and K Streets, in The City of San Diego, California, (FWA Project Cal. 4-492-N), and which said contract is dated February 29, 1944, and is on file in the office of the City Clerk of said City as Document No. 347065, have 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 22, 1944.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on May 23, 1944, 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 24th day of May, 1944.

THE CITY OF SAN DIEGO (SEAL)
By FRED W. SICK

City Clerk

RESOLUTION NO. 79513

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated May 22, 1944, on file with the City Clerk, that the work performed and materials furnished by J. S. Barrett, under his contract with the City for the construction of Powder House Canyon Trunk Sewer No. 7, between the U. S. Naval Hospital and 15th and K Streets, in The City of San Diego, California (FWA Project Cal. 4-492N), which contract is dated February 29, 1944, and is on file in the office of the City Clerk of said City as Document No. 347065, have been performed and furnished, and said contract has been completed in accordance with the plans and specifications therefor to the satisfaction of the City 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 J. S. Barrett, under his contract for the construction of Powder House Canyon Trunk Sewer No. 7, between the U. S. Naval Hospital and 15th and K Streets, in The City of San Diego (FWA Project Cal. 4-492N), 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 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.

Passed and adopted by the said Council of the said City of San Diego, California, this 23rd day of May, 1944, by the following vote, to-wit:

YEAS - Councilmen: Simpson, H.D. Austin, Boud, Dail, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilmen: Hartley, W.W. Austin

ATTEST: HARLEY E. KNOX

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

(SEAL)

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM,

Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 79513 of the Council of the City of San Diego, California, as adopted by said Council May 23, 1944.

FRED W. SICK

(SEAL)

City Clerk

By AUGUST M. WADSTROM,

Deputy

RECORDED MAY 24 1944 14 min. past 3 P.M. in Book 1679 at page 423 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 for construction of Powder House Canyon Trunk Sewer No. 7; being Document No. 348272.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LEASE OF WAR PUBLIC WORKS

Project No. Calif. 4-140

The United States of America (herein called the "Government") hereby leases to THE CITY OF SAN DIEGO (herein called the "Lessee"), upon the terms and conditions and in consideration of the covenants and agreements of the Lessee hereinafter set forth, the water-works war public works facilities identified by the above Project No. and described below (such war public works facilities being hereinafter referred to as the "Leased Property"), for a term ending June 30, 1944. The term of this Lease shall be extended, at the option of the Lessee, without notice, for successive periods of one year each, but in no event beyond the date six months following the termination of the emergency declared by the President of the United States on September 8, 1939.

The Leased Property consists generally of waterworks, including pipes, pipelines, storage facilities, equipment and appurtenances, together with certain lands or interests in lands, in or near the City of San Diego, County of San Diego, State of California, more particularly described as follows:

Consisting of any and all interests, easements, rights-of-way and land now or hereafter acquired by the United States of America pursuant to proceedings as set forth in the maps, files and records of official Project No. Calif. 4-140, and to which maps, files and records reference is hereby made; provided, however, the Leased Property shall not include either that portion of said project known and designated as San Vicente pipeline or other water-works facilities not now approved for construction under said project;

together with all buildings, structures and improvements constructed in, over and upon said land and all other buildings, structures and improvements which together with the foregoing constitute the Leased Property generally described above, and all facilities, equipment, furnishings, fixtures, appurtenances and supplies installed in or located at the Leased Property on the date of this Lease or thereafter provided by the Government, a detailed inventory of which is to be prepared and signed by representatives of the Government and the Lessee.

Possession of the Leased Property, or of any separable unit thereof, will be delivered to the Lessee when, in the determination of the Government, the Leased Property or such separable unit can be effectively utilized and operated with reasonable efficiency.

In consideration of the foregoing, the Lessee covenants and agrees that following delivery to it of possession of the Leased Property:

(a) It will use the Leased Property during the term of this Lease and each renewal thereof in an efficient, economical and proper manner, and for the purpose for which the Leased Property was intended and for which it was acquired by the Government and delivered to the Lessee;

(b) At its own expense, it will maintain and keep the Leased Property in good repair and operating condition, and immediately upon the termination of this Lease as herein provided will return the same to the Government in as good condition and state of repair as the Leased Property is in when completed and delivered to the Lessee, reasonable wear and tear and loss or damage caused by act of God or war excepted;

(c) It will pay all costs of operation of the Leased Property and all expense and liability incurred in connection therewith, including the purchase of necessary tools and equipment;

(d) The Leased Property will be operated by it on a revenue-producing basis;

(e) It will pay to the Government the following:

- (1) \$34,684.90 forthwith;
- (2) \$69,109.07 on or before June 30, 1944;
- (3) And thereafter the sum of \$26,062.43 not less often than once every three months, representing payment of rentals for respective ensuing quarterly periods;

Provision for said payments will be duly made by lessee in each of its budgets.

(f) If, in the future, the Lessee should insure its waterworks facilities, it will procure and maintain for the benefit of the Government similar insurance covering the risks to which the Leased Property is exposed;

(g) If any changes are made in the physical characteristics of the waterworks facilities subsequent to completion and delivery of the project to the Lessee, a record describing such changes will be maintained by it;

(h) In so far as it can lawfully do so, it will save the Government harmless from any liability or claim arising from the Lessee's possession, use, maintenance and operation of the Leased Property or the fulfillment of its responsibilities hereunder.

The Lessee covenants and agrees that it will not assign or transfer its rights or interest under this Lease, or transfer possession or dispose of the Leased Property or any part thereof, or create or permit a lien or charge upon or claim against the Leased Property or any part thereof, without the consent of the Government evidenced in writing.

The Government assumes no liability for any damage, injury, loss or expense caused by, resulting from, or arising in connection with the Leased Property, or for any defect in or representations not herein contained concerning the Leased Property.

In the event that the Lessee purchases or agrees to purchase the Leased Property from the Government during the period of this Lease or at the expiration thereof, all payments made to the Government by the Lessee hereunder shall be applied on the purchase price of the Leased Property.

This Lease may be terminated at any time by either of the parties hereto upon thirty days' written notice to the other party. This Lease may be cancelled by the Government at any time without notice in the event that Lessee defaults in the performance of any of its obligations hereunder.

No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Lease or to any benefit arising therefrom.

Dated April 20, 1944.

ATTEST: MAUDE E. LYLE

(SEAL)

(SEAL)

ATTEST: E. LONGFELLOW

UNITED STATES OF AMERICA

By PHILIP B. FLEMING

Federal Works Administrator

THE CITY OF SAN DIEGO Lessee

By WALTER W. COOPER

City Manager

CERTIFICATE OF RECORDING OFFICER

I hereby certify that I am the duly qualified and acting recording officer and keeper of the records of the Lessee referred to in the LEASE OF WAR PUBLIC WORKS to which this certificate is attached, including the journal of proceedings of the Lessee's governing body, and hold the office indicated beneath my signature to this Certificate; that said LEASE OF WAR PUBLIC WORKS has been compared by me with, and is a true, correct and complete counterpart of, the Lease which was finally approved and whose execution was authorized by the governing body of the Lessee at a meeting held on the 18th day of April, 1944; that such meeting was duly convened and held in all respects according to law, to the extent required by law due and proper notice of such meeting was given, a legal quorum was present throughout the meeting, a legally sufficient number of the members of the Lessee's governing body voted in the proper manner to approve and to authorize the execution of the Lease, and all other requirements and proceedings under the law incident to the approval and the authorization of the execution of the Lease were duly fulfilled, carried out, and otherwise observed; and that the Lease was duly executed by the officers of the Lessee authorized to execute the same and the seal of the Lessee was duly affixed thereto (if the Lessee has a seal), all in accordance with and pursuant to the authorization of the Lessee's governing body.

Dated April 20, 1944.

(SEAL)

(Signed) FRED W. SICK

(Title) City Clerk

ATTORNEY'S OPINION

I hereby state that I am an attorney at law representing the Lessee named in the LEASE OF WAR PUBLIC WORKS to which this Opinion is attached; that in my opinion the Lease has been duly and properly executed for and in behalf of the Lessee by the officers indicated; that said officers were duly authorized to execute the Lease by the governing body of the Lessee in accordance with the procedure established therefor; and that the execution of the Lease is within the scope of the Lessee's lawful powers.

Dated April 21, 1944

(Signed) J. F. DuPAUL

Attorney for Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease of War Public Works by Federal Works Administrator; being Document No. 348273.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF SAN DIEGO DA-NR 8
AND THE STATE OF CALIFORNIA

Supplemental Agreement made this 2nd day of May, 1944, 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

(a) An agreement dated August 11, 1942 entered into by and between the City and the Department provided for the construction, and maintenance of a portion, of an access road to-wit: Harbor Drive between 8th Street in National City and Civic Center in San Diego, California designated by the Public Roads Administration as Project DA-NR 8, San Diego Naval Access Feeder.

(b) The project is now complete and the construction as actually accomplished is between Roosevelt Street in National City and "G" Street in San Diego via 8th Street from said Roosevelt Street to Harbor Drive, Harbor Drive from 5th Street to said "G" Street, including a connection along Pacific Highway from Harbor Drive to Market Street and a connection at Schley Street between Harbor Drive and Main Street, both connections being in the City of San Diego.

(c) An agreement dated September 17, 1942 entered into by and between the City, the Department and The Atchison, Topeka and Santa Fe Railway Company provided for cooperation in connection with the construction, use and maintenance of the Switzer Canyon Creek Overpass, the construction of which has been completed. Said overpass is a part of Project DA-NR 8.

(d) The California Highway Commission by a resolution adopted October 21, 1943 designated a new location for State Route 2 in the City as follows: Route 2 (primary) Harbor Drive, from the southerly City limits at Division Street, produced to Pacific Highway; along Pacific Highway from Harbor Drive to Market Street.

(e) Pursuant to said action of the Commission and in accordance with the provisions of Section 203 of the Streets and Highways Code, the City executed an agreement on February 1, 1944 and the Department on February 9, 1944 which provided that among other things the Department will maintain the aforesaid new location of State Route 2.

THEREFORE, in consideration of the premises herein contained the parties agree as follows:

1. The Department shall not be required under the provisions of said Agreements dated August 11, 1942 and September 17, 1942, respectively, to convey any rights in and code jurisdiction to the City of that portion of Project DA-NR 8 lying along said new location of State Route 2 until or unless such portion is relinquished by the Department from inclusion within the State Highway System.

2. The execution of the aforementioned agreement by the City on February 1, 1944 and by the Department on February 9, 1944 shall be construed as relieving the City of its obligation under the terms of said agreement dated August 11, 1942, to maintain the aforesaid portion of Project DA-NR 8.

3. The Department will convey the rights of way, acquired by it for the construction of the connection at Schley Street between Harbor Drive and Main Street, to the City at such time as the Department can legally do so.

4. Upon execution hereof, the City will maintain said connection at Schley Street, and Harbor Drive between Pacific Highway and "G" Street, at its own expense 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
C. C. CARLETON by C. R. MONTGOMERY
Attorney for the State

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC WORKS
B DIVISION OF HIGHWAYS

By G. T. McCOY

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 Supplemental Maintenance Agreement with State Division of Highways for Harbor Drive Project No. DA-NR 8; being Document No. 348296.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W-04-362E (SC-1X)-321

NEGOTIATED UTILITY SERVICE CONTRACT
(No Connection Charge-Water service)

Btry B. 769th AAA Gun Bn.

Linda Vista Rd., 1 mi NE of Morena Blvd. San Diego San Diego California
(Station or Premises to be served) (City) (County) (State)

Premises are: Government-owned

Bills will be rendered to Commanding Officer, Btry B. 769th AAA Gun Bn. at Linda Vista Rd., 1 mi NE of Morena Blvd., San Diego, California.

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder: \$500.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below: 212/40905 ESA 1942-44

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices. (See General Provision 2).

CONTRACTOR'S PROPOSAL

Date 1 March 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 March 1944, and thereafter until further notice, for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and 4; and Special Provisions numbered 1 to _____ inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions" **).

Contractor: City of San Diego Water Dep't.

Address: Room 164, Civic Center, San Diego, Calif.

By: WALTER W. COOPER

Title: City Manager (authorized to make this proposal)

GMC
WWC
FJG

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of March 1944.

UNITED STATES OF AMERICA

By P. F. JERNEGAN

P.F. Jernegan, 2nd Lt., C.E. Contracting Officer

Title. Asst. Vicinity Maintenance Engineer

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego, by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS.- For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES.- If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT.- The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS.- If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS.- Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530 (New Series)

(attached to and filed with original contract)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ordinance 2530 N.S.) of contract for water service to the United States Army, Linda Vista Road; being Document No. 348252.

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 Union Ice Company is the owner of Lot K, Block B, of Horton's Addition, San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of May, 1944, by The Union Ice Company that it will, for and in consideration of the permission granted to remove 10 feet of curbing on First Street between Market Street and Island Avenue, adjacent to the above described property, bind it to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on The Union Ice Company's heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

THE UNION ICE COMPANY
GUY M. BARNES Ass't Manager
145 West Market St., San Diego, Calif.

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

On this 23rd day of May, A.D. Nineteen Hundred and Forty-four, before me, Frank A. Frye, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Guy M. Barnes known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) FRANK A. FRYE, JR.
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 June, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 12 1944 6 min. past 3 P.M. in Book 1702 at page 2 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

Copyist County Recorder's Office, 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 Union Ice Company; being Document No. 348488.

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 Union Ice Company is the owner of Lot L, Block B, of Horton's Addition, San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of May, by The Union Ice Company that it will, for and in consideration of the permission granted to remove 24 feet of curbing on Market St between First Avenue and Front St, adjacent to the above described property, bind it to, and it hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

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

THE UNION ICE COMPANY
GUY M. BARNES Ass't Manager
145 West Market St., San Diego, Calif.

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

On this 23rd day of May, A.D. Nineteen Hundred and Forty-four, before me, Frank A. Frye, Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Guy M. Barnes known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) FRANK A. FRYE JR.
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 June, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 12 1944 6 min. past 3 P.M. in Book 1702 at page 3 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

Copyist County Recorder's Office, 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 Union Ice Company; being Document No. 348489.

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, Wagner F. Melching is the owner of Lot 4, Block 120, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of April 1944, by Wagner F. Melching that I will, for and in consideration of the permission granted to remove 13 1/2 feet of curbing on Kettner Blvd. between Spruce and Redwood, 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.

W. F. MELCHING

3125 Kettner Blvd.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 24th day of April, A.D. Nineteen Hundred and forty four before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wagner F. Melching known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

I HEREBY approve the form of the foregoing agreement this 7th day of June, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 12 1944 6 min. past 3 P.M. in Book 1702 at page 4 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

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

ELAINE STOLF

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Wagner F. Melching; being Document No. 348490.

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, Theodore P. Hall and Marion P. Hall are the owners of Lot 13 and the east half (E 1/2) of Lot 14 in Block 10, of Resub. of Inspiration Heights;

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of March, 1944, by Theodore P. Hall and Marion P. Hall that we will, for and in consideration of the permission granted to remove 14 feet of curbing on Arden Way between Sunset Boulevard and Orizaba Ave. adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

MARION P. HALL

THEODORE P. HALL

1140 Alberta Pl.

STATE OF CALIFORNIA,

County of San Diego,

} ss.

On this 27th day of March, A.D. Nineteen Hundred and 44, before me, Oliver M. Merrill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Theodore P. Hall and Marion P. Hall 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.

OLIVER M. MERRILL,

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

(SEAL)

My Commission expires 4/7/47

I HEREBY approve the form of the foregoing agreement this 7th day of June, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 12 1944 6 min. past 3 P.M. in Book 1702 at page 4 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Theodore P. and Marion P. Hall; being Document No 348491.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W-04-362E (SC-1X)-319

NEGOTIATED UTILITY SERVICE CONTRACT
(No connection charge-Water Service)

Hq. Btry 204th AAA Group

Kalmia St. & Seventh Avenue

San Diego

San Diego

California

(Station or Premises to be served)

(City)

(County)

(State)

Premises are Government-owned

Bills will be rendered to: Commanding Officer, Hq. Btry 20th AAA Group at Kalmia Street & Seventh Avenue, San Diego, California

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder: \$300.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below: 212/40905 ESA 1942-44

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices.

CONTRACTOR'S PROPOSAL

Date 1 March 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 March 1944, and thereafter until further notice, for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to _____ inclusive.

Contractor: City of San Diego Water Dep't.

Address: Room 164, Civic Center, San Diego, Calif.

By WALTER W. COOPER

Title City Manager

Ac. A43541

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of March 1944.

UNITED STATES OF AMERICA

By P. F. JERNAGAN

P. F. Jernagan, 2nd Lt., C.E.

Title Asst. Vicinity Maintenance Engineer

Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego, by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS.- For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES.- If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT.- The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or

consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS.- If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS.- Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530(New Series)(recorded in Book 49 at page 215 of Ordinances)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy(except Ordinance 2530 N.S.) of Contract for Water Service to the United States Army at Kalmia and Seventh; being Document No. 348253.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tolan Deputy

Contract No. W-04-362E (SC-1X)-312

NEGOTIATED UTILITY SERVICE CONTRACT
(no connection charge-water service)

Btry A 529th AAA AW Bn
1427 Puterbaugh St.

San Diego
(City)

San Diego
(County)

California
(State)

Premises are: Government-owned

Bills will be rendered to: Commanding Officer, Btry A 529th AAA AW Bn. at 1427 Puterbaugh St., San Diego, California

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder: \$500.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

212/40905 ESA 1942-44

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices.

CONTRACTOR'S PROPOSAL

Date 1 March 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 March 1944 and thereafter until further notice, for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to _____ inclusive.

Contractor: City of San Diego Water Dep't.

Address: Room 164, Civic Center, San Diego, Calif.

By Walter W. Cooper

Title City Manager

Ac. A 44161

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of March 1944.

UNITED STATES OF AMERICA

By P. F. JERNAGAN

P. F. Jernagan, 2nd Lt., C.E.

Title Asst. Vicinity Maintenance Engineer
Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego, by Ordinance. Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS.- The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS.- For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES.- If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT.- The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other

equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT.- No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR.- The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION.- (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS.- If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS.- Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530 (New Series)

(recorded in Book 49 page 215 of Ordinances)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for water service to the United States Army at 1427 Puterbaugh Street (except Ordinance 2530 N.S.); being Document No. 348254.

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, L. J. Cooper is the owner of Lot 1 and 2, Block 2, of Essex Place;

NOW, THEREFORE, This AGREEMENT, signed and executed this June 2 day of 1944, by L. J. Cooper that I will, for and in consideration of the permission granted to remove 36 feet of curbing on Essex between Park Blvd and Center and Centere, 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.

L. J. COOPER
3796 Park Blvd.

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

On this 3rd day of June, A.D. Nineteen Hundred and forty-four, before me, Lillian H. Mack, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. J. Cooper 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 Nov. 16, 1946

LILLIAN H. MACK
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 June, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 12 1944 6 min. past 3 P.M. in Book 1702 at page 5 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

ELAINE STOLP

Copyist County Recorder's Office, 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. J. Cooper; being Document No. 348492.

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 use of garage as living quarters

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego } ss

Ella M. Fehr and Ellen Walsh, after being first duly sworn, each for herself deposes and says;

That we are the owners of the hereinafter described real property; Lot Sixteen (16) Block One hundred Ninety one (191); Subdivision City Heights; located at 3835 Swift Ave.

That we desire to alter the garage on the above described property into living quarters with a two (2) foot sideyard and have applied for a Yard Variance under application No. 2285, dated May 11, 1944;

That we, in consideration of approval granted by the City of San Diego to use said garage as living quarters by Zoning Committee Resolution No. 625, dated June 8, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease the garage on the above described property will then be vacated and no longer used as living quarters but will be converted back to a garage;

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.

ELLA MAE FEHR
3835 Swift Ave
ELLEN WALSH
3835 Swift Ave.

On this 9th day of June A.D. Nineteen Hundred and forty four, before me, August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ella Mae Fehr and Ellen Walsh 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 JUN 12 1944 6 min. past 3 P.M. in Book 1702 at page 6 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.
ELAINE STOLP

Copyist 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 Ella M. Fehr and Ellen Walsh regarding use of garage as living quarters; being Document No. 348547.

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 use of garage as living quarters
and make addition thereto.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego } ss

J. Russell Oliver and Glen Besnah, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Eleven (11) Block Ten (10) Subdivision La Jolla Hermosa, located at 6102 La Jolla Boulevard;

That we desire to make addition to a garage which has only a twelve and one-half (12 1/2) foot rear yard and use as sleeping room and bath and have applied for a Yard Variance under Petition No. 2290, dated May 18th, 1944;

That we, in consideration of approval granted by the City of San Diego to use said garage as living quarters and make addition thereto, by Zoning Committee Resolution No. 629, dated June 8, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the extra sleeping room and bath will not be rented or occupied as separate living quarters but will at all times be used as part of the main residence;

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.

J. RUSSELL OLIVER
625 Nautilus St.
GLEN BESNAH
1132 Prospect St.

On this 10 day of June A.D. Nineteen Hundred and Forty four, before me, Marshall J. Fowler a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Russell Oliver and Glen Besnah known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) My commission expires
July 29, 1946
MARSHALL J. FOWLER
Notary Public in and for the County of San Diego
State of California

RECORDED JUN 12 1944 6 min. past 3 P.M. in Book 1702 at page 7 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

Copyist 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 J. Russell Oliver and Glen Besnah for use of garage as living quarters and addition thereto; being Document No. 348558.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco 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, Leonard Roy Burkhardt is the owner of Lot West 55 ft. of 16-17-18, Block 22, of Bird Rock;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5 day of June, by Leonard R. Burkhardt that I will, for and in consideration of the permission granted to remove 12 feet of curbing on Colima between La Jolla Blvd. and Electric, 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.

LEONARD ROY BURKHARDT
422 Colima St. La Jolla

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

On this 5th day of June, A.D. Nineteen Hundred and Forty-four before me, Ralph S. Roberts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Leonard Roy Burkhardt known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL)

My Commission expires September 27, 1944

I HEREBY approve the form of the foregoing agreement this 12th day of June, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 12 1944 6 min. past 3 P.M. in Book 1702 at page 8 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Leonard Roy Burkhardt; being Document No. 348559.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

A G R E E M E N T

Regarding use of portion of existing garage as living quarters.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss
City of San Diego)

L. M. Wetherbee and Celia R. Wetherbee, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot B Block One hundred fifty eight (158) Subdivision Mission Beach, located at 3612 Strand Way;

That we desire to alter a portion of an existing garage on the above described property into living quarters with the garage wall adjoining the living quarters adjacent to the side lot line on one side and no side yard on the other side and have applied for a Yard Variance under Petition No. 2252, dated April 11, 1944;

That we, in consideration of approval granted by the City of San Diego to alter the garage into living quarters by the Zoning Committee by Resolution No. 631, dated June 8, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will comply with the changes in the revised plan and six months after hostilities in the present war cease, the altered garage on the above described property will then be vacated and will no longer be 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. M. WETHERBEE CELIA R. WETHERBEE
4014 So. Hempstead Cr. 4014 S. Hempstead Circle

On this 12 day of June, A.D. Nineteen Hundred and forty four, before me, Joseph Zung a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. M. Wetherbee & Celia R. Wetherbee known to me to be the person described

in and whose names are subscribed to the within instrument, and acknowledged to me that both executed the same.

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

(SEAL) RALPH ZUNG
Notary Public in and for the County of San Diego,
My Commission .expires Dec. 30, 1946 State of California
RECORDED JUN 14 1944 59 min. past 11 A.M. in Book 1703 at page 81 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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

Copyist 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 L. M. and Celia R. Wetherbee to use portion of garage as living quarters; being Document No. 348580.

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

By Francisco T. Tattan Deputy

A G R E E M E N T
Regarding use of lower floor of residence as
separate living unit.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego } ss.

Rieta C. Hough, after being first duly sworn, for herself deposes and says;
That I am the owner of the hereinafter described real property; Lot T (Sly Sixty (60) feet of the Nly Eighty five (85) feet; Subdivision Fremont Heights, located at 4287 Hortensia Street;

That I desire to use the lower floor of the residence on the above described property as a separate living unit and have applied for a Zone Variance under Petition No. 2239; dated April 5, 1944

That I, in consideration of approval granted by the City of San Diego to use the lower floor as separate living quarters by Zoning Committee Resolution No. 621, dated June 8, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the living unit will not be rented to more than two (2) persons and that six months after hostilities in the present war cease this agreement will be void and will revert back to the previous agreement No. 194;

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.

RIETA C. HOUGH M. D.
4287 Hortensia

On this 12th day of June A.D. Nineteen Hundred and Forty-Four, before me, Gilbert H. Herrill a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rieta C. Hough, 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 she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in 210 Medico Dental Bldg., County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) GILBERT H. HERRILL
Notary Public in and for the County of San Diego,
My Commission expires June 1, 1947 State of California
RECORDED JUN 14 1944 59 min. past 11 A.M. in Book 1689 at page 426 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 M EVANS

Copyist 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 Rieta C. Hough to use lower floor of residence as a separate living unit; being Document No. 348581.

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

By Francisco T. Tattan 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, Clyde O. Dyer is the owner of Lot 16 & 17, Block 16, of Teralta;

NOW, THEREFORE, This AGREEMENT, signed and executed this 18 day of May 1944, by Glyde O. Dyer that he will, for and in consideration of the permission granted to remove 12 feet of curbing on 41 Street between Palk & Orange, 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.

CLYDE O. DYER
4131 - 41 Street

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

On this 6th day of June, A.D. Nineteen Hundred and Forty-four, before me, Frances Valteau, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Clyde O. Dyer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

FRANCES VALLEAU
(SEAL) Notary Public in and for the County of San Diego,
My Commission expires June 23, 1944 State of California
I HEREBY approve the form of the foregoing agreement this 15th day of June, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK Deputy City Attorney

RECORDED JUN 27 1944 34 min. past 4 P.M. in Book 1688 at page 386 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.
VIRGINIA WEBER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb
Removal Agreement from Clyde O. Dyer; being Document No. 348636.
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 15th day of June, 1944, 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 IRA A. ROBBINS, an individual, doing business under the firm name and style of ROBBINS MARINE ENGINE WORKS, 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:

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 462.47 feet southeasterly from Station 187 on said Bulkhead Line; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to a point; thence south 56° 51' east a distance of 265.22 feet to the true point or place of beginning; thence at right angles north 33° 09' east a distance of 250 feet to a point; thence at right angles south 56° 51' east a distance of 150 feet to a point; thence at right angles south 33° 09' west a distance of 250 feet to a point; thence at right angles north 56° 51' west a distance of 150 feet to the true point or place of beginning, containing 37,500 square feet of tideland area.

PARCEL "B".

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Station 187 on said Bulkhead Line; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to a point; thence south 56° 51' east a distance of 265.22 feet to the true point or place of beginning; thence continuing south 56° 51' east a distance of 150 feet to a point; thence south 42° 18' 45" west a distance of 314.01 feet to a point; thence north 56° 51' west a distance of 125 feet to a point; thence north 37° 45' 40" east a distance of 311.01 feet to the true point or place of beginning.

The lands hereinabove described being shown on Harbor Department Plat No. 98-B-1, dated November 24, 1941, 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 April, 1944, and ending on the 31st day of March, 1954, 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 hereinabove described as Parcel "A".
For the second five (5) years of said term, the sum of three cents (3¢) per square foot per year, for the premises hereinabove described as Parcel "A".
The sum of fifty dollars (\$50.00) 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.

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 herein-after provided, to-wit:

(1) 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 shops 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 necessary or convenient for conducting and carrying on said boat building 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 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 the 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 purposes 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 him 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) 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 him 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 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 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.

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the ten-year term hereinabove granted, the lessee shall, provided he is not then in default as to any of the terms and conditions herein contained, have the right and option to renew this lease upon the same terms and conditions and for the same purposes and uses for an additional five (5) year period, save and except that the rental for such extended five-year term shall be at a rate to be fixed by the Harbor Commission, provided, however, that such rate shall be not less than three cents (3¢) nor more than six cents (6¢) per square foot per year, for the premises hereinbefore described as Parcel "A". If the lessee shall elect to exercise his option to renew said lease as herein provided, he shall, at the end of said first five-year term, provided he is not then in default as to any of the terms and conditions herein contained, have the option and right to renew this lease, upon the same terms and conditions and for the same purposes and uses, for a second five-year term, save and except that the rental for such extended five-year term shall be at a rate to be fixed by the Harbor Commission, provided, however, that such rate shall be not less than three cents (3¢) nor more than six cents (6¢) per square foot per year, for the premises hereinbefore described as Parcel "A". If the lessee shall elect to exercise his option to renew said lease as herein provided, he shall, at the end of said second five-year period, provided he is not then in default as to any of the terms and conditions herein contained, have the option and right to renew this lease, upon the same terms and conditions and for the same purposes and uses, for a third five-year term, save and except that the rental for such extended five-year term shall be at a rate to be fixed by the Harbor Commission, provided, however, that such rate shall be not less than three cents (3¢) nor more than six cents (6¢) per square foot per year, for the premises hereinbefore described as Parcel "A".

The options herein provided for shall be exercised by notice in writing on the part of the lessee filed with the City Clerk of The City of San Diego and with the Harbor Commission of said City at least ninety (90) days prior to the end of the term of this lease, and at least ninety (90) days prior to the end of each or any five-year extension or renewal thereof, as herein provided. Thereupon this lease shall continue in full force and effect in accordance with all of the provisions hereof during the ensuing period of five (5) years, and so through each succeeding period for which the lessee shall exercise his option to renew the same.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said 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, 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

WILLIAM E. HARPER

Members of the Harbor Commission of
The City of San Diego

IRA A. ROBBINS

Doing business under the firm name and style of
ROBBINS MARINE ENGINE WORKS

Lessee.

I hereby approve the form of the foregoing Lease this 16th day of June, 1944.

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
Tidelands Lease with Robbins Marine Engine Works; being Document No. 348648.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AMENDATORY AGREEMENT BETWEEN THE CITY OF SAN DIEGO DA-NR-39
AND THE STATE OF CALIFORNIA

This Amendatory Agreement made and executed this 9th day of May, 1944, 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

(a) An agreement dated December 28, 1943, entered into by and between the City and the Department provided among other things that the City would contribute the sum of six thousand four hundred eight dollars (\$6,408) toward the costs involved in the construction of a naval access road between Mission Valley Road and the Linda Vista Housing Project via Morena Boulevard and Linda Vista Road, designated by the Public Roads Administration as Project DA-NR 39 access road serving the San Diego Naval Area.

(b) The proposed construction interferes with approximately two thousand feet (2,000') of an existing water main of the City and said main is to be replaced with new pipe.

(c) The estimate of the cost of the project exceeds the total of funds previously allocated by the Public Roads Administration and the City.

THEREFORE, in consideration of the premises herein contained the parties agree as follows:

1. The City is to have certain salvage and service rights in accordance with the special provisions for the project, in connection with the installation of the new water line.

2. The City will contribute an additional sum of eight thousand five hundred ninety-two dollars (\$8,592) toward the cost of said access road project, said additional sum to be deposited with the Treasurer of the State of California to the credit of the Department on or before June 15, 1944.

3. The total of all monetary contributions by the City pursuant to the provisions of said agreement dated December 28, 1943, and under the terms of this amendatory agreement, is the sum of fifteen thousand dollars (\$15,000).

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

By G.T. McCoy

G.T. McCoy State Highway Engineer

Approved as to form and procedure

Attorney for the State

Recommended for approval

FRED GRUMM

Ass't State Highway Engineer

I HEREBY APPROVE the form and legality of the foregoing Amendatory Agreement this 8th day of May, 1944.

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 Amendatory Agreement with State Division of Highways regarding the City's contribution toward the cost of Linda Vista Road; being Document No. 348583.

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

Calif 4-574-N

THIS CONTRACT ENTERED INTO THIS 20th day of May, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through its City Manager, party of the first part, hereinafter called the "Owner," and FRANK L. HOPE, Jr., party of the second part, hereinafter called the "Architect," WITNESSETH:

THAT WHEREAS, the Owner intends to erect a social and recreation hall on four (4) different sites in The City of San Diego, all similar in design and as indicated by the preliminary proposed plans, a copy of which has been furnished to the Architect, as made by the Owner and dated August 10, 1943, the locations of which said social and recreation halls being as follows:

MEMORIAL. In Blocks 9 and 10, La Binda Park and 29th Street (closed to public use).

OLD TOWN. In Hinton's Subdivision and Block 43, Old San Diego.

PACIFIC BEACH. In Block 162, Subdivision of Acre Lots 67, 68, 76, 77, 80 and 81, Pacific Beach, being the northwest corner of Diamond Street and Gresham Street.

At the north end of Balboa Park, 750 feet south of the north line of Balboa Park and west of the center line of Texas Street produced south, and occupying Plot 12, as shown on General Plan of Recreation Area, City Planning Commission.

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named, agree together as follows:

Article I. The Owner hereby employs the Architect to perform the necessary professional services hereinafter set forth; and the Architect hereby accepts said employment and agrees to perform all of the necessary professional services to the satisfaction of the Owner, the same being the preparation of complete working plans, studies, drawings, specifications and cost estimates satisfactory to the Owner as are necessary for the construction of four (4) social and recreation halls, to be located as hereinabove indicated; together with the preparation and supplying subject to the approval of the City Attorney, of forms of contract documents necessary for obtaining bids and award and execution of contract, including advertisement for bids, information for bidders, bid forms, general conditions, special conditions and agreement.

No supervision of the work executed from the drawings and specifications is to be required under this contract.

Article II. The Architect shall cause all drawings and specifications to conform to all applicable requirements of law, local and state, and to all requirements of all bodies formed under local, state or Federal law, whose approval of the drawings and specifications must be obtained, and shall cause the necessary copies of such drawings and specifications to be filed with these bodies for approval.

Article III. The Architect shall have the option, with the written consent of the Owner, to associate with him at his expense other architects or structural engineers to render services in connection with the planning of the buildings, and to delegate to them such duties as he may delegate, without relieving himself from administrative or other responsibility under this agreement.

Article IV. The Owner shall pay to the Architect for the performance of all services required herein a fixed fee of one thousand seven hundred fifty dollars (\$1,750.00), which shall constitute complete compensation for the Architect's services under this contract.

Article V. Payment to the Architect on account of his fee shall be made as follows:

Upon completion of the working plans, studies, drawings, specifications and cost estimates, together with the necessary forms of contract documents, and their approval and acceptance by the Owner, a payment of one thousand five hundred seventy-five dollars (\$1,575.00); and when a release of all claims against the Owner under or by virtue of this contract shall have been executed by the Architect, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III of the Code of Civil Procedure of the State of California, final payment of the balance due under this contract, to-wit, the sum of one hundred seventy-five dollars (\$175.00) shall be due and payable.

Article VI. If the owner shall deem it expedient, or it shall become necessary on behalf of the City to abandon or indefinitely defer the work under this contract before completion of the services to be rendered hereunder, the Architect shall be entitled to such just compensation in lieu of the fee hereinbefore stipulated as may be agreed upon in writing at the time; provided that in case of the inability of the parties hereto to reach such agreement the Owner shall fix the value of the services so to be specifically compensated, and its decision shall be binding and conclusive on the parties hereto; and provided, further, that the payment by the Owner of such compensation shall be in full and final settlement for all work theretofore performed by the Architect, and all of said work shall upon said payment become the property of the Owner. Payment of the compensation provided for in this article shall operate to terminate this contract and to extinguish any and all rights and obligations of the parties hereunder.

Article VII. If the Architect violates any of the terms or conditions of this contract, or if, in the opinion of the Owner, the conduct of the Architect is such that the interests of the City are thereby likely to be placed in jeopardy, the Owner may by written notice to the Architect terminate this contract, in which event all work theretofore performed by the Architect shall become the property of the City; provided, however, that the Architect shall receive equitable compensation for such services as shall in the opinion of the Owner have been satisfactorily performed up to said date of termination; such compensation to be fixed by the Owner whose decision shall be binding and conclusive upon the parties hereto.

Article VIII. All working plans, studies, drawings, specifications, cost estimates, and contract documents supplied as herein required, are the property of the Owner, whether the work for which they are made be executed or not. The Architect shall furnish to the Owner such preliminary copies of all drawings and specifications as are necessary for the study of the Owner and its representatives; shall supply ten (10) copies of said drawings and specifications to the Owner. Such other copies of the drawings and specifications as may be necessary for obtaining bids and the proper conduct of the work shall be supplied to the Owner by the Architect at the cost of reproduction.

Article IX. The Architect shall not sublet, assign or transfer his interest in this contract without the written consent of the Owner.

Article X. Time is of the essence of this contract. The Architect shall deliver to the Owner the aforesaid plans, studies, drawings, specifications, cost estimates and contract documents on or before the expiration of Thirty (30) calendar days from the date of receipt of "Notice to Proceed," unless such time shall be extended in writing by the Owner.

Article XI. All of the plans, studies, drawings, specifications, cost estimates and contract documents required to be submitted to the Owner shall become the property of the Owner.

IN WITNESS WHEREOF, The City of San Diego has caused this Contract to be executed by its City Manager hereunto duly authorized by resolution, and said second party has hereunto subscribed his name the day and year first hereinabove written.

This contract is executed in two counterparts, each of which shall be deemed to be an original.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

FRANK L. HOPE JR.

Party of the Second
Part

I hereby approve the form and legality of the foregoing Contract this 24th day of May, 1944.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Assistant City Attorney

JUN 10 1944

In my opinion this document is in compliance with applicable Federal statutes, rules and regulations, and the pertinent FWA finance agreement.

WRIGHT L. FELT

Regional Engineer, Region No. 7 Federal Works Agency

By WRIGHT L. FELT Regional Engineer, FWA

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 \$8,000.00

Dated June 16, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of JB Ordinance 2832 (Erect Social & Recreation Hall

Memo FRANK L. HOPE, JR.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Frank L. Hope Jr. for preparation of recreation halls plans; being Document No. 348649.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

WAR SHIPPING ADMINISTRATION
WASHINGTON

Contract No. WSA-3176
Letter Addendum No. 2

June 13, 1944

AIR MAIL

The Honorable Walter W. Cooper
City Manager City of San Diego
San Diego, California

Dear Sir:

Re: Bareboat Charter - Vessel BILL KETTNER Official No. 217,300

This is to inform you that, pursuant to Article 18(c) of the Bareboat Charter, dated October 28, 1942 (Contract No. WSA-3176), covering the subject vessel, the Administration hereby exercises its option to further extend the term of the Charter for a period of one year commencing June 30, 1944.

Kindly indicate your acceptance by executing the acknowledgment on the carbon copies of this letter and return them to this office at your earliest convenience.

Very truly yours,

A. J. WILLIAMS

A.J. Williams Secretary

Enclosures

Accepted & acknowledged on behalf of the City of San Diego by WWC JUN 15 1944

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Charter for operation of Fireboat BILL KETTNER by the United States; being Document No. 348652.

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

THIS AGREEMENT, made and entered into at and in the City of San Diego, State of California, this 1st day of July, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in said County and State, hereinafter designated as the "City," acting by and through the City Manager of said City, party of the first part, and C. W. TOBEY, of said city, county and state, party of the second part, hereinafter designated as the party of the second part, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a privilege and concession to operate a refreshment stand in that certain building owned by the City located in Balboa Park, at the Municipal Golf Course Clubhouse, in said City; and

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

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

(1) That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the privilege and concession to operate and maintain refreshment stands and business in certain buildings located in Balboa Park, at the Municipal Golf Course, in the City of San Diego, for the sale of refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, and all lawful beverages, approved by the City Manager, and such other articles of merchandise as are commonly or usually sold at refreshment stands in public parks.

This agreement, together with the privileges and concessions herein granted, shall be for a period of two years, beginning July 1, 1944, and expiring June 30, 1946.

That the said second party shall and will pay to the City for the use and occupancy of said premises, as rental therefor, the sum of One Hundred Twenty-five Dollars (\$125.00) per month.

All such rentals payable monthly on or before the 5th day of each and every month, for the previous month's rental, during the entire term of occupancy.

(2) Second party shall furnish and pay for whatever electricity and gas may be consumed in connection therewith.

(3) Second party shall, and does hereby agree to, furnish all equipment necessary for the operation of said concession, other than that which now exists in the above mentioned building, or which may hereafter be voluntarily installed therein by said City. Complete inventory of City owned equipment will be furnished by City, and receipted for by second party at time contract is executed, and will be made a part of this contract. All equipment furnished by the second party shall remain his own property, and may be by him installed and/or removed, providing the same is accomplished without damage to said building or premises.

(4) Second party agrees that the prices for all articles and commodities sold under this concession shall not exceed prevailing prices of similar articles or commodities throughout the city, and that said prices in this respect shall be subject to the approval of the City Manager or his authorized representative.

(5) Second party further agrees to keep said concessioned premises clean at all times, and to conduct the same to the satisfaction of the City Manager, and in accordance with all ordinances and regulations of The City of San Diego. That all garbage and refuse shall be kept in sanitary covered cans, and disposed of in accordance with the requirements of the City.

(6) Second party further agrees that he will not permit any intoxicated persons to remain upon the concessioned premises, or any disorderly, boisterous or offensive conduct to occur thereon.

(7) Second party further agrees that all merchandise, commodities and supplies required

by him at said concession shall be delivered thereto before ten o'clock A.M. daily, and that the days and hours of operation of said concession shall be the same as the days and hours of operation of the Municipal Golf Course, unless otherwise ordered by the City Manager upon occasions of special events.

(8) Second party further agrees that in no event whatsoever shall The City of San Diego, or any of its officers, be responsible or liable for any injury to persons or damage to property occurring upon said concession premises, and he does hereby covenant and agree at all times to save said City and its officers harmless from any and all claims arising out of such damage or injury; provided, however, that the negligence of the second party is the cause thereof.

(9) Second party further covenants and agrees that he will at all times during the continuance of this agreement carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concession premises, and will furnish the City a certificate of the insurance company issuing said policy. Should such insurance company at any time become insolvent or for any reason said policy of compensation insurance should be cancelled, a like policy of insurance shall be immediately secured, and a certificate thereof filed as hereinabove provided.

Second party shall file with the City Manager an insurance policy in a company authorized to do business in the State of California, in the amount of \$5000.00 to inure to, and be to the benefit of The City of San Diego for any claims, loss, damage, or liability suffered by said City due in any manner to the occupancy and operation of this concession property, or to the privileges herein granted.

(10) This agreement, together with the privilege and concession herein granted, shall be from July 1, 1944 and expiring June 30, 1946; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days notice in writing of intention so to do. Such cancellation and/or termination shall not, however, be accomplished by the City for the sole purpose of renting the said premises to other persons for a greater rental, during the life of this lease.

Nothing in this paragraph, however, shall be construed as requiring the City to give thirty (30) days notice of termination in event second party shall be guilty of any breach or default hereunder. In such case the City reserves the right to terminate and cancel this agreement and all rights hereunder immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to Section 28 of the Charter of said City, and second party has hereunto affixed his signature, the day and year first hereinabove written.

THE CITY OF SAN DIEGO First Party

By WALTER W. COOPER

City Manager

C. W. TOBEY

Second Party

I HEREBY APPROVE the form of the foregoing agreement, this 16th day of June 1944.

J. F. DuPAUL, 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 C. W. Tobey for concession to operate refreshment stand at golf course; being Document No. 348678.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1944, 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. 2838 (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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1944, second party will faithfully perform the services and duties of Curator Anthropology in the San Diego Museum, as the same are hereinabove described, at the rate of Three Hundred Ten Dollars (\$310.00) 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 rates of compensation, to-wit: Three Hundred Ten Dollars (\$310.00) 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 administration 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, 1944 and ending June 30, 1945.

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 16th day of June, 1944.

J. F. DuPAUL, 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 J. Rogers as Curator of Anthropology; being Document No. 348679.

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 this 1st day of July, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City," and W. STERNE DAVIS, hereinafter referred to as "Golf Professional," WITNESSETH:

The City hereby grants to the Golf Professional for a two-year period from July 1, 1944 to July 1, 1946, the right, license and privilege to act as and be Golf Professional of the Municipal Golf Course of The City of San Diego, located in Balboa Park, San Diego, California, and to give lessons and instruction in golf on said Municipal Golf Course.

The City hereby grants to the Golf Professional for the said term the right, license and privilege of occupying and using the professional room in the Municipal Golf Clubhouse and the Driving Range, located in Balboa Park, San Diego, California, which shall hereinafter be referred to as the premises, together with golf racks, work bench, shelving and glass case now installed or placed in the premises for the purpose of establishing and operating a golf shop wherein the Golf Professional may sell, clean, store, repair and rent golf merchandise, supplies and equipment; and may sell wearing apparel or any other golf merchandise he may deem advisable in order to operate a complete and first class golf shop.

The Golf Professional accepts the rights, licenses and privileges herein granted and will exercise the same for the life of said rights, licenses and privileges by devoting his time to giving lessons and instruction in golf on said Municipal Golf Course and in establishing and operating said golf shop and driving range.

The Golf Professional will at all times maintain in said golf shop a stock of golf merchandise, supplies and equipment in keeping with the demand and no special line or make of golf merchandise, supplies or equipment shall be handled exclusively to the detriment of other lines and makes.

It is understood and agreed that the Golf Professional may employ an assistant or assistants in giving lessons and instruction in golf and in operating and establishing said golf shop and driving range.

The Golf Professional may have, during the term hereof, one (1) day each week off from the use and exercise of the rights, licenses and privileges herein granted, provided that at all times his assistant or assistants will be available to give lessons and instruction in golf and to serve the public in the golf shop and on the driving range. The Golf Professional with the written approval of the City Manager, or his approved representative, may be permitted to attend or engage in professional golf matches at any time during the term hereof, provided his assistant or assistants will be available to give lessons and instruction in golf and to serve the public in the golf shop and on the driving range.

The days and hours of operation of the Golf Shop and driving range concession shall be the same as the days and hours of operation of the Municipal Golf Course.

The City will furnish to the Golf Professional all necessary light and power for use in establishing and operating said golf shop and will also furnish adequate heating for the premises whenever needed.

The Golf Professional will not use any portion of the premises for advertising purposes except for said golf shop, driving range or for giving lessons and instruction in golf on said Municipal Golf Course or allow any other person, firm or corporation to use the premises for advertising purposes.

It is understood and agreed between the parties hereto that the Golf Professional may make a reasonable charge for the use and service of the driving range. All money so collected by the Golf Professional shall remain the property of the Golf Professional.

All personal property, except as hereinafter provided, which shall be attached to the premises shall become the property of the City immediately upon becoming affixed to the premises.

The buffing machine affixed to the premises by a previously authorized Golf Professional shall be the property of the Golf Professional named above and may be removed from the premises at any time before the termination of the rights, licenses and privileges granted herein.

The Golf Professional will not assign the rights, licenses or privileges or any part thereof or let or sublet the premises or any part thereof without the written consent of the City. The Golf Professional will make no alterations, additions in or to the premises without the consent of the City Manager and/or Park Director in writing and all additions and alterations made by the Golf Professional will belong to the City.

If during the term of the right, license and privilege hereby granted of occupying and using the premises, the premises shall be destroyed by fire, the elements or any other cause, or if it shall be so injured that it cannot be repaired with reasonable diligence within six (6) months, then said right, license and privilege shall cease and become null and void from the date of such damage or destruction and the Golf Professional shall immediately surrender the premises to the City.

The Golf Professional, his successors and assigns, shall save harmless and indemnify the City, its successors and assigns, from and against all claims, demands, loss, damage or liability arising or growing out of loss of or damage to property, injury to or death of any person or persons resulting in any manner whatsoever, directly or indirectly, by reason of the use or occupancy of the premises for any purpose whatsoever by reason of the rights, licenses or privileges herein granted. The Golf Professional shall take out a policy of insurance in a corporate insurance company entitled to do business in the State of California, insuring the liability of the Golf Professional provided for in this paragraph to the extent of \$5,000.00 in favor of the City or in favor of the Golf Professional and the City jointly, and said policy shall be delivered to the City by filing the same with the City Clerk, which said policy shall remain in the possession of the City during the life of this contract.

Any fire insurance taken out by the City upon the Municipal Golf Clubhouse shall be for the sole benefit of the City.

For the rights, licenses and privileges herein granted the Golf Professional will pay

the City the sum of \$50.00 per month in advance, payable on the 1st day of July, 1944, and on the 1st day of each month thereafter during the term covered by this agreement.

In the event that default shall be made by the Golf Professional in any of the covenants herein agreed to be performed by the Golf Professional, or if the Golf Professional violates any of the ordinances of The City of San Diego, or any of the laws of the State of California in connection with the use and exercise of the rights, licenses and privileges herein granted, or upon proof of intoxication or disorderly conduct on the part of the Golf Professional, the City may at its option after five (5) days written notice to the Golf Professional terminate the rights, licenses and privileges herein granted. The City may exercise said option to terminate said rights, licenses and privileges by notice served upon the Golf Professional in the manner herein provided. All other notices or demands required by law to terminate said rights, licenses and privileges are hereby expressly waived by the Golf Professional. In the event the City terminates the rights, licenses and privileges herein granted it shall be lawful for the City immediately thereafter to remove all persons and property from the premises except as hereinabove provided.

Either party hereto may terminate this agreement by giving to the other party written notice of such termination not less than thirty (30) days prior to the date of such termination. Such cancellation and/or termination shall not, however, be accomplished by the City for the sole purpose of renting the said premises to other persons for a greater rental, during the life of this lease.

In the event the Golf Professional employs any person in the exercise and use of the rights, licenses and privileges herein granted who is not satisfactory to the City, the Golf Professional agrees to dismiss such person from his employ within thirty (30) days from written notice from the City Manager that such person is not satisfactory to the City.

Any notice to be given by the City to the Golf Professional shall be deemed properly served on the Golf Professional if the same is delivered to the Golf Professional or deposited in the Post Office, postage prepaid, addressed to the Golf Professional at San Diego Municipal Golf Course, Balboa Park, San Diego, California.

Any notice to be given by the Golf Professional to the City shall be deemed properly served on the City if the same is delivered to the City Manager of the City or deposited in the Post Office, postage prepaid, addressed to the City Manager at the Civic Center, San Diego, California.

It is understood and agreed that this is not a contract of employment in the sense that the relation of master and servant exists between the City and the Golf Professional, and that all profits made by the Golf Professional in exercising the rights, licenses and privileges herein granted shall be the Golf Professional's exclusively and no part thereof shall belong to the City.

The premises will be kept by the Golf Professional in a clean and sanitary condition at all times and open to inspection by authorized representatives of the City upon demand.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager thereof, under and pursuant to Section 28 of the Charter of said City, and second party has hereunto affixed his signature, the day and year first hereinabove written.

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

W. STERNE DAVIS
Golf Professional

I HEREBY APPROVE the form of the foregoing agreement this 16th day of June 1944.

J. F. DuPAUL, 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. Sterne Davis as Golf Professional of the Municipal Golf Course Balboa Park; being Document No. 348680.

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

By Francis T. Tatten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1944, 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. 2838 (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 herein-after recited, the parties hereto agree together as follows:

That beginning July 1, 1944, 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-seven Dollars and 50/100 Cents (\$87.50) 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-seven Dollars and Fifty Cents (\$87.50) 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, 1944, and ending June 30, 1945.

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 19 day of June, 1944.

J. F. DuPAUL
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edwin A. Spencer as organ tuner, Balboa Park; being Document No. 348681.

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

By Francis T. Tatten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1944, 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. 2838 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Curator of Junipero Serra Museum, existing in the classified administrative service of the City is declared to be open and contractual; and

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

To have charge of the premises and property of the Junipero Serra Museum, on Presidio Hill, North San Diego, and marking the spot where Spanish beginnings in the State of California were made, and where major historical events during Spanish, Mexican and early American periods occurred; to preserve and be responsible for articles and documents in said Museum, and to add to this collection as opportunity presents materials relating to this subject; to inform inquirers, by lecture and correspondence, regarding the essential features of the Pacific Coast and local history, with identification of outstanding local landmarks; to cooperate with educational institutions in presenting to students the story of our invaluable historical heritage.

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

That beginning July 1, 1944, 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 Eighty-nine and No/100 Dollars (\$189.00) per month, payable in two equal semimonthly 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-nine and No/100 Dollars (\$189.00) per month, payable in two equal semimonthly 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 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 any 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, 1944 and ending June 30, 1945.

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 19 day of June, 1944.

J. F. DuPAUL
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with John Davidson as Curator of Junipero Serra Museum; being Document No. 348682.

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

By Francis T. Tatten Deputy

Document No. 346288, filed in the office of the City Clerk January 7, 1944, being a contract between the City of San Diego and L. P. Powell for furnishing all labor and equipment to collect and remove City refuse, other than garbage, is by mutual consent of both contracting parties hereby extended from the date of June 14, 1944 to July 1, 1944.

THE CITY OF SAN DIEGO
By WALTER W. COOPER City Manager
L. P. POWELL Contractor

Approved June 19, 1944

J. F. DuPAUL City Attorney

By H. B. DANIEL Assistant

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of extension of contract with L. P. Powell for collection of City refuse; being Document No. 348683.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That W. J. BAILEY COMPANY, as Principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the Commonwealth of Massachusetts, Boston, Mass., and authorized to transact surety business in the State of Calif. as Surety, are held and 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 FIFTY Dollars (\$1,450.00), 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 15th day of June, 1944.

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 said City, all of its requirements of Portland cement, for the period beginning June 15, 1944 and ending June 14, 1945, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

W. J. BAILEY CO. (SEAL)
RALPH A. MARKLEY Pres.

Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY (SEAL)
By DONALD B. GOLDSMITH Attorney
Sureties

ATTEST: L. R. FOLDA Secy

STATE OF CALIFORNIA)
County of San Diego) ss

On this 15th day of June in the year one thousand nine hundred and forty-four, before me Zelda B. Melancon, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me to be the duly authorized Agent and Attorney-in-Fact of the Massachusetts Bonding and Insurance Company, the corporation whose name is affixed to the foregoing instrument; and duly acknowledged to me that he subscribed the name of the Massachusetts Bonding and Insurance Company thereto as Surety and his own name as Attorney-in-Fact.

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

(SEAL) ZELDA B. MELANCON
Notary Public in and for said County and State
My Commission expires March 12, 1946

I HEREBY APPROVE the form of the within Bond, this 17th day of June, 1944.
J. F. DuPAUL, City Attorney,
By H. B. DANIEL

Asst. City Attorney
I HEREBY APPROVE the foregoing bond this 17th day of June, 1944.
WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15 day of June, 1944, 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, 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 City's requirements of Portland cement, in the minimum amount of approximately 10,000 sacks, for the period beginning June 15, 1944 and ending June 14, 1945, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 348244.

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

Deliveries of minimum car f.o.b. car, San Diego.....\$ 0.555 per sack
" " 450 sacks or more to any job within
San Diego City limits.....\$ 0.59 " "
" " 100 sacks and less than 450 sacks to job
within San Diego City limits.....\$ 0.605 " "

Above prices are for Portland Cement in paper sacks, for cloth sacks add:
\$ 0.15 per sack
Credit for cloth sacks returned, each.....\$ 0.20 " "

Said prices include the California State Sales Tax. The repeal or reduction of any tax included in said price per sack shall lower in like amount the said price per sack otherwise payable by the City hereunder.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product 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 Portland cement 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 delivery of minimum car f.o.b. car, San Diego.....\$0.555 per sack
" " 450 sacks or more to any job within
San Diego City limits.....\$0.59 " "
" " 100 sacks and less than 450 sacks to job
within San Diego City limits.....\$0.605 " "

said payments to be made as follows:

Payments will be made monthly for cement purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the cement to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the cement 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79582 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

W. J. BAILEY COMPANY

(SEAL)

RALPH H. MARKLEY Pres.

Contractor

ATTEST: L. R. FOLDA

Secy.

I hereby approve the form and legality of the foregoing contract this 17th day of June, 1944.

J. F. DuPAUL, City Attorney

By H. B. DANIEL

Asst. City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with W. J. Bailey Company for furnishing Portland cement; being Document No. 348687.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tarran Deputy

Contract No. W-04-362E (SC-1X) - 312

NEGOTIATED UTILITY SERVICE CONTRACT
(No Connection Charge---Water *Service)

Btry. A 529th AAA, AW Bn.

La Jolla & Noell Street, San Diego San Diego San Diego California
(Station or Premises to be served) (City) (County) (State)

Premises are: (x) Government-owned

Bills will be rendered to: Commanding Officer, 529th AAA, AW Bn. at Upas & Richmond Street, San Diego, California.

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder: \$500.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

212/40905 ESA 1942-44

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).

CONTRACTOR'S PROPOSAL

Date 1 March, 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 March, 1944, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to-----inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions"**) **)

Contractor: CITY OF SAN DIEGO WATER DEPARTMENT
 Address: Room 164, Civic Center, San Diego, Calif.
 By: WALTER W. COOPER
 Title: City Manager
 (authorized to make this proposal)

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of March, 1944.

UNITED STATES OF AMERICA

By M. W. EDWARDS

M.W. Edwards 1st Lt. C.E.

Title Asst. Vicinity Maintenance Engineer
 Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego, by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS. - The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with The City Clerk, City of San Diego.

2. PAYMENTS. - For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES. - If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT. - The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT. - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR. - The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES. - The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION. - (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS. - If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS. - Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530 (New Series)

(attached to and filed with original Document)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord. 2530 N.S.) of Contract with United States for water at Btry. A 529th AAA, AW Bn.; being Document No. 348255.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy.

Contract No. W-04-362-E (SC-1X) - 302

NEGOTIATED UTILITY SERVICE CONTRACT

(No Connection Charge---Water *Service)

Btry A, 529th AAA AW Bn.

Hancock & Harasty Street

San Diego

San Diego

California

(Station or Premises to be served)

(City)

(County)

(State)

Premises are: (X) Government-owned.

Bills will be rendered to: Commanding Officer, Btry A, 529th AAA AW Bn. at Upas and Richmond Street, San Diego, California.

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder: \$100.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

212/40905 ESA 1942-44

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).

CONTRACTOR'S PROPOSAL

Date 1 March 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 March, 1944, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to -----inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions**").

Contractor: CITY OF SAN DIEGO WATER DEPARTMENT

Address: Room 164, Civic Center, San Diego, Calif.

By: WALTER W. COOPER

Title: City Manager

(authorized to make this proposal)

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of March, 1944.

UNITED STATES OF AMERICA

By M. W. EDWARDS

Title M.W.EDWARDS, 1st Lt., C.E.

Acct. Vicinity Maintenance Engineer

Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego, by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS. - The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with The City Clerk, City of San Diego.

2. PAYMENTS. - For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES. - If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT. - The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT. - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR. - The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES. - The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION. - (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnish-

ing of standard or commercial articles or raw material shall not be considered as a sub-contract.

9. ASSIGNMENT OF RIGHTS. - If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS. - Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530 (New Series)
(attached to and filed with original Document)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord. 2530 N.S.) of Contract with United States for water at Hancock & Harasthy St.; being Document No. 348256.

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

By Francis T. Patten Deputy.

Contract No. W-04-362E (SC-1X)-291
NETOTIATED UTILITY SERVICE CONTRACT
(No Connection Charge---Water *Service)

Btry A, 529th AAA AW Bn.

Arden Way and Miller Street

(Station or Premises to be served)

San Diego

(City)

San Diego

(County)

California

(State)

Premises are: (X) Government-owned

Bills will be rendered to: Commanding Officer, Btry A, 529th AAA AW Bn. at Arden Way and Miller Street, San Diego, California.

Payment will be made by Finance Officer, United States Army, Los Angeles, Calif.

Estimated annual cost hereunder: \$300.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below:

212/40905 ESA 1942-44

Applicable allotments, having available balances sufficient to cover the cost, will be stated on the procuring instruments or invoices (See General Provision 2).

CONTRACTOR'S PROPOSAL

Date 1 March 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 March 1944, and thereafter until further notice (see Special Provisions, if any), for the use of the United States at the location shown above, in accordance with the rates and other terms set forth on page 2 or attached hereto; General Provisions on page 3 and page 4; and Special Provisions numbered 1 to ---- inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions" **).

Contractor: CITY OF SAN DIEGO WATER DEPT.

Address: Room 164 Civic Center, San Diego, Calif.

By: WALTER W. COOPER

Title: City Manager

(authorized to make this proposal)

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 1st day of March, 1944.

UNITED STATES OF AMERICA

By: M. W. EDWARDS

Title: M. W. Edwards, 1st Lt. C.E.

Asst. Vicinity Maintenance Engineer

Contracting Officer

RATES

The rates shall be in accordance with those established by the City Council, City of San Diego, by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

GENERAL PROVISIONS

1. SERVICE REGULATIONS. - The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS. - For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or in interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES. - If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT. - The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The contractor shall have the right to remove its property within a reasonable time after termination of this con-

tract, provided termination is not due to fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT. - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR. - The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES. - The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commission, payable by Contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION. - (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article, a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate, or trust, or other business enterprise or other legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS. - If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal Lending Agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS. - Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

ORDINANCE NO. 2530 (New Series)
(attached to and filed with original Document)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy (except Ord.2530 N.S.) of Contract with the United States for water at Arden Way and Miller Street; being Document No. 348257.

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

Department of Commerce
Civil Aeronautics Administration
Renewal Notice
File No.253/81.1
May 27, 1944.

In reply address
Regional Manager
Department of Commerce
Civil Aeronautics Administration
Santa Monica, Calif.

City of San Diego
San Diego, California
Dear Sirs:

Contract No. C6ca-1521 dated June 17, 1943 covering beacon site is hereby renewed pursuant to the terms thereof for the period beginning July 1, 1944 and ending June 30, 1945. Annual rental \$1.00; Area 0.23
Address or location of property beacon site No. 1, La Jolla, California on the San Diego-Los Angeles Airway.

In the event this property has been sold by you, or if you have changed your mailing address from that shown on this notice, this office should be advised immediately.

This renewal is contingent upon funds being appropriated by Congress for the payment of the rental.

Very truly yours
G. W. HAMMOND
G. W. Hammond
Administrative Officer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with Dept. of Commerce for beacon site No. 1; being Document No.348345.

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 a building 20' x 50' to be used as a temporary Hydrodynamics Building.

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

Consolidated Vultee Aircraft Corporation, after being first duly sworn, for themselves deposes and says:

That we are the lessees from the City of San Diego of the hereinafter described real property; Municipal Tidelands, Block -- Subdivision --, located on Harbor Drive northerly of the Coast Guard Base;

That we desire to construct a building 20' x 50' and use as a temporary Hydrodynamic Building;

That we, in consideration of approval granted by the City of San Diego to construct said building and use as a temporary Hydrodynamics Building by the Zoning Committee in their meeting of May 24, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the building will be temporary and six months after hostilities in the present war cease, said building will then be removed from the premises.

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.

CONSOLIDATED VULTEE AIRCRAFT CORPORATION
Lessee's Name
By T. W. VanDERVEER
T. W. VanDerveer, Plant Engineer, San Diego Div.
San Diego, California
Address

On this 27th day of May A.D. Nineteen Hundred and forty-four, before me, Ben B. Rubin A Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared T. W. VanDerveer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED JUN 2 1944 32 Min. past 10 A.M. In Book 1680 At Page 418 of Official
Records, San Diego Co., Cal. Recorded At Request of City of San Diego.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
ORPHA HARBAUGH
Copyist 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 Vultee Corp. re: construction temporary building; being Document No. 348347.

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, Gust Brelin 904 Rosecrans St. San Diego is the owner of Lots One-Two and Three, Block 250, of University Heights, San Diego, California;

NOW, THEREFORE, this AGREEMENT, signed and executed this Nineteenth day of May, 1944, by Gust Brelin that he will, for and in consideration of the permission granted to remove 30 ft feet of curbing on Indiana Street between Robinson Ave. and Cypress Ave., adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

GUST BRELIN
910 Rosencrans Street, San Diego.

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

On this 22nd day of May, A.D. Nineteen Hundred and Forty-four, before me, Sybil I. Newman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gust Brelin known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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) SYBIL I. NEWMAN
Notary Public in and for the County of San Diego,
State of California.
My Commission Expires
February 25, 1948.

I HEREBY approve the form of the foregoing agreement this 31st day of May, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK, Deputy City Attorney.

RECORDED JUN 2 1944 32 Min. past 10 A.M. In Book 1680 at Page 413 of Official
Records, San Diego Co., Cal. Recorded At Request of Grantee.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Gust Brelin to the City of San Diego; being Document No. 348399.

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, WALTER TREPTE is the owner of Lots 3-4-5-6 Block 51, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 2 day of June, by Walter Trepte that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Kettner between Grape and Hawthorn, adjacent to the above described property, bind _____ to, and _____ hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of the City of San Diego.

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.

WALTER TREPTE

2001 Kettner

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

On this 2nd day of June, A.D. Nineteen Hundred and forty-four, before me, Clark M. Foote, Jr., 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.

CLARK M. FOOTE, JR

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

(SEAL)

My Commission Expires
March 16, 1945

I HEREBY approve the form of the foregoing agreement this 2nd day of June, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK, Deputy City Attorney.

RECORDED Jun 12 1944 6 Min. past 3 P.M. In Book 1702 At Page 1 of Official Records,
San Diego Co., Cal. Recorded At Request Of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

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

E. STOLP

Copyist County Recorder's Office, 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. 348420.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy.

Appropriation: General Expenses, U.S. Marine Corps

FORM OF RENEWAL OF GOVERNMENT LEASE

Nod-1957

LEASE BETWEEN CITY OF SAN DIEGO, CALIFORNIA

AND

THE UNITED STATES OF AMERICA

Subject to an appropriation by the Congress.

This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. NOD-1957, dated April 1, 1941, between The City of San Diego, Calif. and the United States of America for premises, viz;

A portion of land containing approximately 32 acres more particularly described in original lease NOD-1957

Marine Corps Rifle Range

Rental, \$1.00 per annum

the United States of America this 31st day of May, 1944, elects to renew the said lease for the period of one year from and after June 30, 1944, 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, 1944, and ending June 30, 1945.

The lessor is requested to acknowledge receipt hereof.

THE UNITED STATES OF AMERICA,

Lt. Comdr. Andrew J. Murphy, Jr., USNR

Room 332,

By ANDREW J. MURPHY, JR.

Mr. Walter W. Cooper
City Manager
City of San Diego
San Diego, Calif.

By direction of Chief of Bureau of Yards and
Docks, 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 for Marine Corps Rifle Range; being document No. 348421.

FRED W. SICK,

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 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 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 31st day of May, 1944.

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, 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.

ATTEST: J. A. CANNON
Secretary

(SEAL)

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

ATTEST: _____

(SEAL)

THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE
Attorney in Face

Surety

STATE OF CALIFORNIA,

} ss.

County of San Diego

On this 31st day of May, A.D., 1944, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Franklin T. Hale, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL)

FRANCES S. BOWERS
Notary Public in and for said County and State

My Commission expires Aug. 16, 1946

I hereby approve the form of the foregoing Undertaking this 5 day of June, 1944.

J. F. DuPAUL, 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. 79501 passed and adopted on the 23rd day of May, 1944, require and fix the sum of \$567.00 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. 1

THIS AGREEMENT, made and entered into this 6th day of June, 1944, 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, 1944, to-wit, to and including May 14, 1945.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Mission Beach Lighting District No. 1", filed March 6, 1944, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Four Hundred Fifty-three and 60/100 Dollars (\$453.60) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of One Thousand Eight Hundred Fourteen and 40/100 Dollars (\$1814.40) 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."

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 Eight Hundred Fourteen and 40/100 (\$1814.40) 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 (\$1814.40).

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.

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 FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

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

(SEAL)

I hereby approve the form of the foregoing Contract, this 5 day of June, 1944.

J. F. DuPAUL, 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 with San Diego Gas & Electric Company for Mission Beach Lighting District No. 1; being Document No. 348428.

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

By Francis T. Tatten Deputy

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC WORKS
DIVISION OF WATER RESOURCES.

CERTIFICATE OF APPROVAL OF SAN VICENTE DAM #8 - 9

THIS IS TO CERTIFY, That The City of San Diego of San Diego County of San Diego, State of California, on January 2, 1941 filed Application Number 8-9, for approval of plans and specifications for the construction of the San Vicente dam located in the NW 1/4 Sec. 31, T 14 S, R 1 E, S.B.B. & M in San Diego County, State of California; that plans and specifications for said dam have been heretofore approved; that said dam as completed has been inspected; and that the State Engineer finds that said dam has been constructed in accordance with the approved plans and specifications and further finds that the same is safe for use to the full extent contemplated therein.

NOW, THEREFORE, The said dam is hereby declared safe for use in accordance with the findings as hereinabove set forth.

WITNESS my hand and the Seal of the Department of Public Works of the State of California this 26th day of May 1944.

(SEAL)

EDWARD HYATT
Edward Hyatt, State Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Certificate of Approval from State Engineer covering San Vicente Dam; being Document No. 348433.

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

By Francis T. Tatten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY W. B. MELHORN, UNDER HIS CONTRACT FOR THE CONSTRUCTION, COMPLETION AND INSTALLATION OF A TREATMENT HOSPITAL BY ALTERATION OF THE ARMORY IN THE CITY JAIL, HARBOR DRIVE AND PACIFIC HIGHWAY, IN THE CITY OF SAN DIEGO, WHICH SAID CONTRACT IS DATED MARCH 22, 1944, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT No. 347353.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by W. B. Melhorn for the construction, completion and installation of a treatment hospital by alteration of the Armory in the City Jail, Harbor Drive and Pacific Highway, in the City of San Diego, California, and which said contract is dated March 22, 1944, and is on file in the office of the City Clerk of said City as Document No. 347353, have 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 29, 1944.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on June 6, 1944, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by W. B. Melhorn. 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 June, 1944.

(SEAL)

THE CITY OF SAN DIEGO
By FRED W. SICK
City Clerk

RESOLUTION NO. 79551

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated May 29, 1944, on file with the City Clerk, that the work performed and materials furnished by W. B. Melhorn, under his contract with the City for the construction, completion and installation of a treatment hospital by alteration of the Armory in the City Jail, Harbor Drive and Pacific Highway, in the City of San Diego, which contract is dated March 22, 1944, and is on file in the office of the City Clerk of said City as Document No. 347353, have been performed and furnished, and said contract has been completed in accordance with the plans and specifications therefor to the satisfaction of the City 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 W. B. Melhorn, under his contract for the construction, completion and installation of a treatment hospital by alteration of the Armory in the City Jail, Harbor Drive and Pacific Highway, in said City, 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 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.

Passed and adopted by the said Council of the said City of San Diego, California, this 6th day of June, 1944, by the following vote, to-wit:

YEAS - Councilmen: Simpson, H.D. Austin, Hartley, Boud, Dail, W.W. Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilmen: None

(SEAL)

ATTEST: HARLEY E. KNOX
Mayor of the City of San Diego, California
FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM,
Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

(SEAL)

FRED W. SICK
City Clerk of the City of San Diego, California
By AUGUST M. WADSTROM,
Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 79551 of the Council of the City of San Diego, California, as adopted by said Council JUN 6 1944.

(SEAL)

FRED W. SICK
City Clerk
By AUGUST M. WADSTROM
Deputy

RECORDED JUN 6 1944 21 min. past 2 P.M. in Book 1700 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

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 of contract with W. B. Melhorn for construction of Treatment Hospital in the City Jail; being Document No. 348439.

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

By Francis T. Patten Deputy

CONSENT TO SUBLEASE

THIS AGREEMENT, made and entered into this 31st day of May, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the "City," party of the first part, and the MISSION BEACH ROLLER COASTER COMPANY, a corporation, hereinafter designated as the "Company," or "Lessee," party of the second part, WITNESSETH:

THAT WHEREAS, the City did on or about the 16th day of April, 1940, lease and let to the Company certain lands within the boundaries of Mission Beach Amusement Center, to be used for the operation of a miniature railroad and roller coaster, for a period ending on October 31, 1945, which lands are more particularly described in Document No. 319977, filed in the office of the City Clerk of said City April 30, 1940; reference to which document is hereby made for further particulars; and

WHEREAS, said lease contains, among other things, the following provision:

"(11) The Lessee shall not sublet, assign or parcel out the concession hereby granted, or any interest therein, nor allow or permit any other person or party to use or occupy any part of the premises, buildings or spaces covered by this concession for any purpose whatsoever without first obtaining the written consent of the City, nor shall this concession be transferred by operation of law, it being the purpose and spirit of this instrument to grant this concession and privilege personally and solely to the Lessee herein named."

and

WHEREAS, said Company has by "Petition for Right to Sub-lease," dated April 21, 1944, made application to the Mayor and Council of The City of San Diego for permission to sub-lease to Wayne W. Dailard a portion of Parcel 1 of the lands described in said petition, being Document No. 347827, filed in the office of the City Clerk of said City on April 22, 1944, on which to conduct and maintain certain amusement rides and concessions, for a period not to exceed six (6) months, from June 1, 1944 to November 30, 1944; and

WHEREAS, the Mayor and City Council find it is to the best interests of the City to grant the petition of the Company to sublease portions of said Parcel 1 upon certain terms and considerations hereinafter more particularly set forth;

NOW, THEREFORE, it is mutually understood and agreed by and between the City and the Company that the Company is hereby given and granted permission to sublease to Wayne W. Dailard such portion of said Parcel 1 as in said petition described, not now required for the operation and maintenance of the roller coaster and/or the miniature steam railroad, for a period not to exceed six (6) months, from June 1, 1944 to November 30, 1944, upon the following express terms and conditions:

(a) The Company shall pay to the City, as compensation for the right and privilege to sublet to Wayne W. Dailard, the sum of Fifty Dollars (\$50.00) per month for the term of the sublease; the first payment to be made on June 1, 1944, and Fifty Dollars (\$50.00) on the first day of each and every month thereafter during the life of the sublease.

(b) That the Company shall abide by, faithfully perform and/or cause to be performed all the terms, conditions and provisions contained in said Document No. 319977, so far as the same shall apply to that portion sublet to Wayne W. Dailard, and the whole thereof, including the structures and/or concessions placed thereon by said Wayne W. Dailard; it being understood and agreed that the Company (designated as "Lessee" in said Document No. 319977) shall be directly responsible and obligated to the City for the conduct and operation of said subleased premises and for the consideration passing to the City for the use thereof the same as though the company had never sublet the same, but had operated said premises under its contract with the City.

(c) In all instances where the designation "Lessee" appears in Document No. 319977 it shall mean "Company," as used in this instrument, and in all instances where the word "Company" appears in this instrument it shall mean "Lessee," as appears in said document. Wherever the term "roller coaster," and/or "miniature railroad," and/or "miniature steam railroad," appears in said document, it shall mean structures and/or concessions as used in this agreement.

(d) The amount of liability insurance appearing in Paragraph 26 of said Document No. 319977 shall be \$10,000.00 and \$15,000.00 limits for each ride or concession installed, instead of \$10,000.00 and \$50,000.00, so far as it applies to the concessions maintained on said subleased premises.

(e) That the execution of this permit agreement shall in no manner change, alter or render unenforceable any of the terms and conditions of the agreement designated as Document No. 319977.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Mission Beach Roller Coaster Company has caused this agreement to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER

City Manager

MISSION BEACH ROLLER COASTER COMPANY

(SEAL)

By F. TUDOR SCRIPPS JR. President
NELLIE DELIN, Secretary

I HEREBY APPROVE the form of the foregoing Agreement this 5 day of May, 1944.

J. F. DuPAUL, 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 Consent to Sublease property in Mission Beach Amusement Center to Wayne W. Dillard; being Document No. 348443.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

SUPPLEMENTAL AGREEMENT BY AND WITH THE CONSENT OF THE STATE PARK COMMISSION AND THE CALIFORNIA STATE WAR COUNCIL (SUCCESSOR TO "THE STATE COUNCIL OF DEFENSE") DATED FEBRUARY 25, 1943

THIS AGREEMENT, made and entered into this 1st day of May, 1944, by and between the BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, and the COUNCIL OF THE CITY OF SAN DIEGO, both in the State of California, first parties, and the STATE PARK COMMISSION and the CALIFORNIA STATE WAR COUNCIL, second parties, WITNESSETH:

R E C I T A L S

At the request of the Board of Supervisors of the County of San Diego and the Council of The City of San Diego there is sought a temporary use of the CCC Camp Site and Buildings located within the Cuyamaca State Park, as and for recreational grounds for children of school age, such use to be under the direction and control of the San Diego City-County Camp Commission created by Ordinance No. 2639 (New Series) of the ordinances of The City of San Diego, and Ordinance No. 298 (New Series) of the ordinances of the County of San Diego, such use to be subject to the terms and conditions of second parties; NOW, THEREFORE,

In consideration of the premises and of the matters and things hereinafter recited, it is hereby mutually understood and agreed by and between the parties hereto as follows:

1. That the Board of Supervisors of the County of San Diego and the City Council of The City of San Diego have, and they are hereby granted, the following concession in the Cuyamaca State Park, San Diego County, California, to-wit: The right, privilege and concession, acting through the San Diego City-County Camp Commission, of establishing a recreational playground and camp for children of school age on and within the area hereinafter described and formerly known as the CCC Camp Site, in said State Park, together with the right to use and occupy such of the CCC Buildings located thereon as may be desired, in accordance with all State Park Commission Rules and Regulations.

2. As consideration therefor, first parties shall cause said San Diego City-County Camp Commission to pay to the State Park Commission five cents (5¢) per day for each and every child accepted and admitted to said Camp Site, this being the same rate paid to the State by the Boy Scouts and Girl Scouts of America occupying other areas in said State Park. Occupancy of the camp shall not exceed 150 persons at any one time.

3. The concession and privilege hereby granted shall be and is subject to the terms and conditions of the agreement heretofore entered into between the State Park Commission and the California State War Council as successor to the State Council of Defense dated February 25, 1943. The concession and privilege hereby granted shall extend to and include the duration of the National Emergency, subject, however, to the terms and conditions of the agreement between said State Park Commission and the California State War Council, as successor to the "State Council of Defense" dated February 25, 1943, it being distinctly understood, however, that the terms and conditions of said agreement take precedence over any and all terms and conditions hereof.

4. Use of established entrance road to Camp Site.

It is agreed and understood that the joint County and City authority shall use the established entrance road to said CCC Camp Site and buildings. This will require the construction of a new bridge which Ernest R. Childs, County Surveyor, ex officio road commissioner, estimates will cost (using new material) approximately \$590.00 or if built with used materials will cost approximately \$435.00, said bridge to be constructed at the expense of the San Diego City-County Camp Commission.

5. Water Supply and Storage.

The said County and City agree that they will provide ample water storage to supply the daily needs of 200 persons and to insure adequate fire protection to such of the buildings as may be occupied by said San Diego City-County Camp Commission and the State Park property adjacent thereto.

6. Sanitary Facilities and Sewage Disposal.

The said CCC Camp buildings and site are on the banks of the headwaters of a stream running to Sweetwater Reservoir, therefore said County and City agree that they will provide State-approved sanitary facilities and safe State-approved sewage disposal for said Camp.

7. Garbage Disposal.

Said County and City agree that they will provide for the disposal of garbage from said camp by complete incineration or removal from the Cuyamaca State Park area.

8. Repairs and Restoration of Buildings.

Said County and City agree that whenever necessary they will cause to be reroofed any building in said Camp occupied by said San Diego City-County Camp Commission to protect the same, and if necessary will repair the foundations of such buildings and maintain the same during the life of this agreement in good order and repair at their expense.

9. Camp Ground Limits.

The said County and City, by and through the San Diego City-County Camp Commission agree to restrict the activities of said Child Welfare Center to the following described area within which is located said CCC Camp and buildings, viz:

Said buildings located within a certain area of approximately 10 acres, Section 28, Township 14 South, Range 4 East, S.B.M., within the state park known as Cuyamaca State Park located in San Diego County, California.

10. War Emergency

The said County and City agree that in the event of a war emergency occurring, which requires the use of the buildings and property of said CCC Camp by the State Emergency Medical Service for the temporary resettlement of hospital patients evacuated from San Diego, or in the event that the use of said property or buildings is requested by any naval or military unit of the United States, then said County and City agree to cause said buildings and premises to be evacuated by the joint City-County Camp Commission, and that all improvements made by said City and County or its Camp Commission on behalf of said City and County shall remain thereon intact.

11. Monthly Report and Return.

The said City and County respectively agree that by and through their San Diego City-County Camp Commission, created as hereinbefore stated, a statement, monthly, shall be rendered to said State Park Commission showing the number of children admitted to said Camp during the preceding calendar month and the number of days in said month each said admitted child remained in said Camp, and said Commission shall make return and remittance of the total amount received as admission fees from each said child at the rate of five cents (5¢) per child per day. Said return and report shall be made not later than the tenth day of the calendar month succeeding the calendar month for which such report and return are made.

12. Liability for Accidents.

Said County and City agree that in the use and occupancy of said area and buildings the State of California, the State Park Commission and the California State War Council shall not be liable for damages to said County or City or to third parties by reason of such occupancy, and that said County and City, in so far as they can lawfully do so, will save harmless the said State, said Commission and said War Council in respect to any award or judgment that may be obtained arising out of the use and occupancy of said premises by first parties or by said San Diego City-County Camp Commission, either growing out of negligence of the officers of said County or City or of said Camp Commission, or the neglect of said County or City to cause said premises to be properly maintained, repaired or used.

13. It is mutually agreed and understood that this agreement may be modified or altered by the mutual consent of the parties hereto at any time during the term hereof.

WITNESS the following signatures the day and year first hereinabove written.

ATTEST: J. H. COVINGTON
Secretary, State Park Commission

STATE PARK COMMISSION OF CALIFORNIA
By J. R. KNOWLAND
Chairman

APPROVED: WARREN T. HANNUM
Director of Natural Resources

CALIFORNIA STATE WAR COUNCIL (Successor
to "The State Council of Defense")
By RICHARD GRAVES

EMERGENCY MEDICAL SERVICE of the
CALIFORNIA STATE WAR COUNCIL,
By MORTON R. GIBBONS

(SEAL)

COUNTY OF SAN DIEGO,
By DAVID W. BIRD
Chairman, Board of Supervisors

CITY OF SAN DIEGO
By WALTER W. COOPER
Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement regarding use of CCC Camp Site and Buildings in Cuyamaca State Park by City-County Camp Commission; being Document No. 348444.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

NO d 1290

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

Subject to an appropriation by the Congress This is to notify the above-named lessor that under the provisions of paragraph 5 of Lease No. NOD-1290, dated October 25, 1939, between 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 being more particularly described in original lease NOD-1290.

Additional facilities for the Naval Hospital, Balboa Park, San Diego, California.
Rental \$1.00 per annum.

The United States of America this 31st day of May, 1944, elects to renew the said Lease for the period of one year from and after June 30, 1944 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, 1944, and ending June 30, 1945 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,
Lt. Comdr. Andrew J. Murphy, Jr., USNR
Room 3323
By ANDREW J. MURPHY JR.

By direction of Chief of the Bureau of Yards and Docks,
acting under the direction of Secretary of the Navy.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with United States for portion of Balboa Park; being Document No. 348445.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W-04-353-Eng.-727

NEGOTIATED UTILITY SERVICE CONTRACT
(No connection charge) Water Service

U. S. Engineer Office, 3210 West Point Loma Boulevard, San Diego, San Diego, California
(Station or premises to be served) (City) (County) (State)
Premises are: Government-owned

Bills will be rendered to U. S. Engineer Office at 751 South Figueroa St., Los Angeles, California.

Payment will be made by Finance Officer, United States Army, at 824 South Western Ave., Los Angeles, California.

Estimated annual cost hereunder: \$50.00.

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below: 212/40905 ESA 1942-44, 8-32155 P220-05

CONTRACTOR'S PROPOSAL

Date May 11, 1944

At the request of the United States, the undersigned offers and agrees to furnish required water service, beginning on May 11, 1944, and thereafter until further notice, for the use of the United States at the location shown above, in accordance with the rates and terms set forth below or attached hereto; General Provisions on the reverse side hereof.

THE CITY OF SAN DIEGO, WATER DEPARTMENT (Contractor)
San Diego, California. Room 164, Civic Center
By WALTER W. COOPER Title City Manager

Authorized to make this proposal

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 11th day of May 1944.

UNITED STATES OF AMERICA

By F. MEINECKE, JR. (Contracting Officer)
F. Meinecke, Jr. Title Engineer

1. SERVICE REGULATIONS. The matter of meters, meter accuracy, reliability of service, and all other similar matters not stipulated in this contract, shall be governed by the rules applicable and on file with the City Clerk, City of San Diego.

2. PAYMENTS. - For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES. - If during the life of this contract the public regulatory body having jurisdiction receives for file from the Contractor in authorized manner rates that are higher or rates that are lower than those stipulated herein for like conditions of service, the Contractor hereby agrees to continue to furnish service as stipulated in this contract, and the Government hereby agrees to pay for such service at the higher or lower rates from and after the date when such rates are made effective.

4. CONTRACTOR'S EQUIPMENT. - The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The Contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to the fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT. - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

6. CONVICT LABOR. - The Contractor shall not employ any person undergoing sentence of imprisonment at hard labor.

7. COVENANT AGAINST CONTINGENT FEES. - The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration, the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION. - (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate or trust, or any other business enterprise or legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS. - If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS. - Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

RATES

The rates shall be in accordance with those established by the City Council, City of

San Diego, by Ordinance.

Copy of present Rate Ordinance (2530 N.S.) attached hereto.

In paragraph 1, Service Regulations, of GENERAL PROVISIONS, the words "public regulatory body having jurisdiction in said matters, or where such rules are not so on file, by standards approved by the United States Bureau of Standards" have been changed to City Clerk, City of San Diego.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water service at 3210 West Point Loma Boulevard; being Document No. 348725.

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

By Francisco T. Tabor 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 19th day of June, 1944, by and between WILBUR-ELLIS COMPANY, a California corporation, doing business in the Counties of San Diego and Imperial under the fictitious name of SILVERTHORN FERTILIZERS, party of the first part, hereinafter sometimes called the Contractor, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter sometimes designated as the City, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained, the parties hereto agree together as follows:

That the party of the first part will purchase and the party of the second part will sell, to-wit: All of the agricultural minerals, being the heat dried digested sludge processed from raw sewage at the sewage plant of the City located at 3375 East Harbor Drive, in The City of San Diego, which the City may have for sale, it being understood that the City reserves the right to supply its own requirements for agricultural minerals not in excess of fifteen (15) tons a month, and that all agricultural minerals produced by the City in excess of the amount so required by it for its own departments are subject to this agreement.

That the contractor shall pay for all of the agricultural minerals offered to it by the City the sum of seventeen and 80/100 dollars (\$17.80) per ton of 2000 pounds, at the above-named plant, stockpiled in sacks of 100 pounds each, net weight.

The contractor at its own expense shall furnish approved and printed sacks, together with sacking twine and other accessories for closing filled sacks at the site of a sacking machine at the sewage treatment plant of said City.

That all of the terms and provisions contained in the Specifications, Bidding Instructions and Requirements, as set forth in Document No. 347958, filed in the office of the City Clerk of said City, are hereby referred to, and by such reference are made a part of this agreement with the same force and effect as though herein specifically written.

The term of this contract shall be for two (2) years from and after the date of the execution hereof, with an option for the extension of this contract for an additional period of three (3) years, upon terms and conditions to be mutually agreed upon not less than three (3) months prior to the expiration date of this two-year contract.

The contractor shall pay to the City on or before the tenth day of each month for all deliveries of agricultural minerals made during the preceding month.

IN WITNESS WHEREOF, this contract is executed by the party of the first part, and by the City Manager of said City acting for and on behalf of The City of San Diego pursuant to Resolution No. 79531 of the Council of said City authorizing such execution.

WILBUR-ELLIS COMPANY, A California Corporation, doing business under the fictitious name of SILVERTHORN FERTILIZERS.
By T. G. FRANCK
Vice Pres.

ATTEST: A. D. LEVIS Treasurer

ATTEST: _____

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

I hereby approve the form and legality of the foregoing Contract this 19th day of June, 1944.

J. F. DuPAUL, City Attorney
By H. B. DANIEL,
Assistant City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That WILBUR-ELLIS COMPANY, a California Corporation, doing business under the fictitious name of SILVERTHORN FERTILIZERS, as Principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Connecticut corporation, as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, a municipal corporation, (hereinafter called the Obligee), in the just and full sum of TEN THOUSAND AND NO/100 (\$10,000.00) DOLLARS, for the payment whereof we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Given under our hands and sealed with our seals this 13th day of June, 1944.

The condition of the foregoing obligation is such that, WHEREAS, the above-named principal is about to enter into a contract with the City of San Diego whereby said principal agrees to purchase agricultural minerals, being the heat dried digested sludge processed from raw sewage produced at the sewage treatment plant operated by the City of San Diego, as provided in said contract, which said contract is hereby referred to and made a part hereof to the same extent as if the same were herein specifically set forth;

NOW, THEREFORE, if the said principal shall well and truly do and perform all things agreed by it in said contract to be done and performed, then this obligation is to be void; otherwise to remain in full force and effect;

IT IS UNDERSTOOD AND AGREED:

First: That the Obligee shall furnish to the Principal, at intervals of not more than thirty (30) days, invoices for fertilizer purchased by the Principal.

Second: That if the Principal fails within the time provided in the contract to pay the Obligee for fertilizer purchased, the Obligee shall, as soon as possible, and in any event within fifteen (15) days after said failure to pay, notify the Surety by Registered Mail addressed to the Surety at its Los Angeles, California, office or its Home Office at Hartford, Connecticut.

Third: Failure on the part of Obligee to comply with the provisions of paragraphs First and Second above shall not affect the liability of the surety hereunder, it being understood that Obligee shall endeavor to comply with said provisions but failure to do so shall not prejudice its rights hereunder.

WITNESS our hands this 13th day of June, 1944.

WILBUR-ELLIS COMPANY, a California Corporation, doing business under the fictitious name of Silverthorn Fertilizers
By: T. G. FRANCK

Vice Pres.
HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
By GLEN HUNTSBERGER, JR.
(Glen Huntsberger, Jr.) Attorney in Fact

The Premium on this bond is \$150.00 per annum.
The above bond approved this _____ day of _____ 1944.

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

On this 13th day of June, in the year 1944, before me, Eleanor G. Davis, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glen Huntsberger, Jr. 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) Notary Public in and for the County of Los Angeles, State of California
My Commission expires May 27, 1947
I hereby approve the form of the within Bond this 19th day of June, 1944.
J. F. DuPAUL, City Attorney
By H. B. DANIEL
Assistant City Attorney

I hereby approve the foregoing Bond this 20th day of June, 1944.
WALTER W. COOPER
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Silverthorn Fertilizers for purchase of agricultural minerals from sewage treatment plant; being Document No. 348730.

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

By Francis T. Tatten 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 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 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 13th day of June, 1944.

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, for its entire length in College Park Unit No. 1; MONTEZUMA ROAD, between College Avenue and the westerly line of Lot 21, Partition of Rancho Mission of San Diego; CAMPANILE DRIVE, for its entire length in College Park Unit No. 1; 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

(SEAL)
ATTEST: _____

THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE
Attorney-in-Fact
Surety

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

On this 13th day of June, A.D., 1944, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Franklin T. Hale, 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 he subscribed the name of The Century Indemnity 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 in this certificate first above written.

(SEAL) Notary Public in and for said County and State.
My Commission expires Aug. 16, 1946.

I hereby approve the form of the foregoing Undertaking this 19 day of June, 1944.
J. F. DuPAUL 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. 79550 passed and adopted on the 6th day of June, 1944, require and fix the sum of \$68.00 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.

College Park Lighting District No. 1

THIS AGREEMENT, made and entered into this 27th day of June, 1944, 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, for its entire length in College Park Unit No. 1;

MONTEZUMA ROAD, between College Avenue and the westerly line of Lot 21, Partition of Rancho Mission of San Diego;

CAMPANILE DRIVE, for its entire length in College Park Unit No. 1; 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, 1944, to-wit, to and including May 31, 1945.

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 18, 1944, 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.

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 HARLEY E. KNOX
FRED W. SIMPSON
H. DE GRAFF AUSTIN
PAUL J. HARTLEY
ERNEST J. BOUD
CHARLES C. DAIL
WALTER W. AUSTIN
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 19 day of June, 1944.

J. F. DuPAUL, 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 College Park Lighting District No. 1; being Document No. 348731.

FRED W. SICK, City Clerk
City Clerk of the City of San Diego, California
By Francis T. Tamm 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, Whiting-Mead Co. is the leasee of Lot "J", Block 151, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of June, by Whiting-Mead Co. that we will, for and in consideration of the permission granted to remove 16 feet of curbing on 13th Street between "L" and Imperial, 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 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.

WHITING-MEAD CO.
HENRY P. STAHLHEBER (Supt)
14th & K Streets, San Diego, California

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 17th day of June, A.D. Nineteen Hundred and forty-four, before me, W.W.Dunn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry P. Stahlheber known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

(SEAL)

W. W. DUNN
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 June, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 27, 1944 34 min. past 4 P.M. in Book 1690 at page 498 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.

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 Whiting-Mead Co.; being Document No. 348745.

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, Whiting-Mead Co. is the leasee of Lot "I", Block 151, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of June, by Whiting-Mead Co. that we will, for and in consideration of the permission granted to remove 16 feet of curbing on 13th Street between "L" and Imperial, 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.

WHITING-MEAD CO.

HENRY P. STAHLHEBER (Supt.)

14th & K Streets, San Diego, California

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 17th day of June, A.D. Nineteen Hundred and forty-four, before me, W.W.Dunn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry P. Stahlheber known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

(SEAL)

W. W. DUNN
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 June, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 27 1944 34 min. past 4 P.M. in Book 1690 at page 499 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.

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 Whiting-Mead Co.; being Document No. 348746.

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, Whiting-Mead Co. is the leasee of Lot "H", Block 151, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of June, by Whiting-Mead Co. that we will, for and in consideration of the permission granted to remove 12 feet of curbing on 13th Street between "L" and Imperial, 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.

WHITING-MEAD CO.
HENRY P. STAHLHEBER (Supt)
14th & K Streets, San Diego, California

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

On this 17th day of June, A.D. Nineteen Hundred and forty-four, before me, W. W. Dunn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry P. Stahlheber known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

(SEAL) W. W. DUNN
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 June, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUN 27 1944 34 min. past 4 P.M. in Book 1688 at page 387 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
VIRGINIA WEBER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Whiting-Mead Co.; being Document No. 348747.
FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

LE A S E

THIS INDENTURE, made in duplicate, this 22nd day of June, 1944, between RALPH S. ROBERTS, 1020 Garnet Avenue, Pacific Beach, in the City of San Diego, California, herein-after 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, the occupancy and use of that certain store room at 4516 Ingraham Street, Pacific Beach, in the City of San Diego, County of San Diego, State of California, for the purpose of a branch public library, for a term of one (1) year, commencing on the 15th day of June, 1944, and ending on the 14th day of June, 1945.

Yielding and paying therefor during the term thereof the sum of Four Hundred Eighty Dollars (\$480.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: Forty Dollars (\$40.00) per month.

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

It is further understood and agreed that the Lessee will pay for all water used on said premises.

That the Lessee shall keep and maintain said premises in as good repair and condition as it may receive them at its own expense (ordinary wear and tear and the acts of God excepted); that the walls of said building are not to be defaced; and that said Lessor shall not be called upon to make any expenditures or repairs on said premises.

If the building or above-described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenant-able by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by either party; and in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy.

It is expressly agreed by the parties hereto that this lease may be terminated at any time by either party hereto giving the other party thirty (30) days' notice in writing.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name 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. 79622, authorizing such execution, the day and year first hereinabove written.

RALPH S. ROBERTS
Lessor
THE CITY OF SAN DIEGO,
Lessee.

By WALTER W. COOPER
City Manager

I HEREBY APPROVE the form and legality of the foregoing Lease this 23d day of June, 1944.

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 Ralph S. Roberts for store room at 4516 Ingraham Street; being Document No. 348767.

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

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business under the firm name and style of CANYON ROCK COMPANY, as Principal and Glens Falls Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND EIGHT HUNDRED EIGHTY Dollars (\$4,880.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of June, 1944.

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: 24,505 lineal feet of Class 150 6" transite water 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: PHYLLIS M. HOMBURG

CANYON ROCK CO.
By V. R. DENNIS
Principal

GLENS FALLS INDEMNITY COMPANY
By F. E. BRISBINE Attorney
Sureties (SEAL)

STATE OF CALIFORNIA

County of Los Angeles,

ss.

On this 20th day of June in the year One Thousand Nine Hundred and forty four before me, Helengene Duffin a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared F. E. Brisbine known to me to be the Attorney of the Glens Falls Indemnity Company, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) HELENGENE DUFFIN
Notary Public in and for the County of Los Angeles,
State of California

My Commission expires Dec. 2nd, 1945

I HEREBY APPROVE the form of the within Bond, this 22nd day of June, 1944.

J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 22d day of June, 1944.

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 22nd day of June, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and V. R. DENNIS, an individual doing business under the firm name and style of CANYON ROCK 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, 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:

24,505 lineal feet of class 150 6" Transite water pipe, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 348235.

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

24,505 lineal ft. 6" Class 150 transite water pipe @ \$0.777 per lin. ft.

Said price does 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:

Nineteen Thousand Five Hundred Sixteen and 40/100 Dollars (\$19,516.40), said payments to be made as follows:

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

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than sixty days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79581 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By WALTER W. COOPER

City Manager

V. R. DENNIS

ATTEST: _____ an individual doing business under the firm name and style of CANYON ROCK COMPANY

Contractor.

I hereby approve the form and legality of the foregoing contract this 22d day of June, 1944.

J. F. DuPAUL, 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 with Canyon Rock Company for 6" transite water pipe; being Document No. 348770.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

NEGOTIATED CONTRACT NO. N52m-18447

A G R E E M E N T

THIS AGREEMENT, made and entered into this 1st day of March, 1944, by the United States of America, hereinafter called the Government, represented by the contracting officer executing this contract, and the City of San Diego, a municipal corporation, organized and existing under and by virtue of the laws of the State of California, acting by and through its City Manager, duly authorized, witnesseth that the parties hereto do mutually agree as follows:

That the City of San Diego, for and in consideration of the covenants on the part of the Government, hereby agree to furnish the Government, for the use of the United States Marine Corps, at the site of JACQUES FARM, MURPHY CANYON, ON CAMP ELLIOTT PIPE LINE, SAN DIEGO, CALIFORNIA, WATER, at and for the prices stipulated under Ordinance No. 2530, copy of which is hereto attached and by this reference made a part thereof this agreement.

Said water shall be so furnished by said City through meter to be furnished by said City at the site of Jacques Farm, Murphy Canyon, on Camp Elliott pipe line, San Diego, California, and said water shall be measured and charged for in accordance with the reading shown upon said meter upon the last day of each month and every month during the life of this agreement.

THIS AGREEMENT shall continue in force for the period beginning March 1, 1944, and thereafter until further notice, but it is understood and agreed by and between the parties hereof that in the event the water rates of the City of San Diego are by ordinance changed, then, and in the event, said Government shall pay for the water so furnished such rate as may be established by ordinance, whether or not said rate shall be greater or less than the rate herein agreed upon.

Said Government hereby agrees to pay for the water so furnished the rates as stipulated under the attached ordinance, unless said rates shall be changed by further ordinance.

INVOICES rendered for payment in quintuplicate, certified on original to: Purchasing and Disbursing Officer, Base Depot, FMF., Camp Elliott, San Diego, 44, California.

IN WITNESS WHEREOF, the United States of America has caused this agreement to be executed by the Depot Quartermaster, U. S. Marine Corps, San Francisco, California, and the City of San Diego has caused this agreement to be executed by its City Manager, this 1st day of March, 1944.

This contract negotiated under authority of the First War Powers Act, 1941, and Executive Order No. 9001, December 27, 1941.

Approved: J. F. DuPAUL, City Attorney
By H. B. DANIEL Asst. City Attorney

THE UNITED STATES OF AMERICA

By F. C. SHANNON

F.C.Shannon, Admin. Officer, Purchasing Officer, Quartermaster Dept.U.S.M.C.

THE CITY OF SAN DIEGO

By: WALTER W. COOPER

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with United States for water service to Marine Corps in Murphy Canyon; being Document No. 348782.

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 use of garage as two living units.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

ss.

Ira G. Coburn and Christine E. Coburn, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Five (5) and Six (6) Block Seventy five (75) Subdivision Park Villas, located at 3575 Arnold Avenue;

That we desire to alter and maintain existing garages on the above described property as two living units, with no sideyard on one side, making three living units on the two lots and have applied for a Zone Variance under Petition No. 2253, dated April 12, 1944;

That we, in consideration of approval granted by the City of San Diego to use said garages as two living units by Zoning Committee Resolution No. 636, dated June 22, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after hostilities in the present war cease, the living unit on the south side will then be vacated and will no longer be used as living quarters, but will be converted back to a garage;

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.

IRA G. COBURN

3575 Arnold Ave

CHRISTINE E. COBURN

3575 Arnold Ave.

On this 26 day of June A.D. Nineteen Hundred and forty-four, before me, C.E. Kindig a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ira G. Coburn and Christine E. Coburn 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.

C. E. KINDIG

(SEAL)

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

My Commission expires Feb. 26, 1947

RECORDED JUN 29 1944 25 min. past 2 P.M. in Book 1699 at page 330 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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

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 Ira G. and Christine E. Coburn to alter garage into living quarters; being Document No. 348811.

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, Louis G. Moisan is the owner of Lot 3, Block 12, of Alhambra Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of June, 1944, by Louis G. Moisan that he will, for and in consideration of the permission granted to remove 35 feet of curbing on El Cajon Blvd between Dawson St. and Marcellena Rd., 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.

LOUIS G. MOISAN

4541 Pomona Ave. La Mesa, Calif.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 22nd day of June, A.D. Nineteen Hundred and forty four, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis G. Moisan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

I HEREBY approve the form of the foregoing agreement this 26th day of June, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 29 1944 25 min. past 2 P.M. in Book 1707 at page 205 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 Louis G. Moisan; being Document No. 348827

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 laundry room addition to an
existing garage.

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss.
City of San Diego)

Axel Pedersen and Ester Pedersen, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots One (1) and Two (2) (West Sixty (60) feet) Block one hundred ninety eight (198), located at 3995 Mississippi Street;

That we desire to construct a laundry room addition to an existing garage on the above described property with a one (1) foot sideyard and garage approximately forty three (43) feet from the front property line, and have applied for a Yard Variance under petition No. 2331, dated June 15, 1944;

That we, in consideration of approval granted by the City of San Diego to construct said laundry room by Zoning Committee Resolution No. 645, dated June 22, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the existing garage and proposed laundry room addition will not be used as living quarters, but will be used as a garage and laundry room at all times;

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.

AXEL PEDERSEN
ESTER PEDERSEN
3995 Mississippi St.

On this 26th day of June, 1944, A.D. Nineteen Hundred and 44, before me, Arnold La France a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Axel Pedersen & Ester Pedersen 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) Notary Public in and for the County of San Diego,
State of California

RECORDED JUN 29 1944 25 min. past 2 P.M. in Book 1707 at Page 204 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Axel and Ester Pedersen regarding construction of laundry room addition to an existing garage; being Document No. 348839.

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, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to 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.J. McCartney is the owner of Lot Six, Block One, of Marine View;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of May, by A. J. McCartney that he will, for and in consideration of the permission granted to remove 30 ft. feet of curbing on Ibis between Bush and Sutter, 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.

A. J. McCARTNEY
3775 Eagle St.

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

On this 26th day of May, A.D. Nineteen Hundred and 44, before me, Portia Abrams, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. J. McCartney known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 May 14, 1946

I HEREBY approve the form of the foregoing agreement this 28th day of June, 1944.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 6 1944 9 min. past 2 P.M. in Book 1711 at page 98 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. AVERILL
Copyist County Recorder's Office, 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. J. McCartney; being Document No. 348867.
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 use of single family dwelling as three (3) living units
STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss
City of San Diego)
Harriet W. Burton, after being first duly sworn, for herself deposes and says;
That I am the owner of the hereinafter described real property; Lots Thirty three (33)
and Thirty four (34) Subdivision Avalon Heights, located at 4374 Arcadia Drive;
That I desire to alter a large two story single family dwelling on the above described
property into three (3) living units and have applied for a Zone Variance under Petition
No. 2329, dated June 13, 1944;
That I, in consideration of approval granted by the City of San Diego to use said
residence as three (3) living units by Zoning Committee Resolution No. 642, dated June
22, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal
Corporation, that six months after hostilities in the present war cease, the residence on
the above described property will then be vacated as three (3) living units and will be
converted back to a single family dwelling.
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.

HARRIET W. BURTON
4374 Arcadia Drive
On this day of JUN 26 '44 A.D. Nineteen Hundred and 44, before me, R. L. Eccles a
Notary Public in and for said County, residing therein, duly commissioned and sworn, per-
sonally appeared Harriet W. Burton 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 50 San Diego Main Office 50 Bank of America National Trust & Savings Association
San Diego, California County of San Diego, State of California, the day and year in this
certificate first above written.

R. L. ECCLES
Notary Public in and for the County of San Diego,
State of California
(SEAL) My Commission expires Dec. 14, 1947
RECORDED JUL 6 1944 9 min. past 2 P.M. in Book 1711 at page 97 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. AVERILL
Copyist 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 Harriet W. Burton for altering dwelling into three living units; being
Document No. 348899.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy

Negotiated Contract No. N 244 s-39384
Opening, Immediately
CONTRACT
(Supplies)
Req'n No. 9-44 N.S.F. Bu. S & A Station Naval Supply Depot, San Diego, Calif.
App'n 17X0806 N.S.F.
Purchasing Office Naval Supply Depot, San Diego, California
Contractor's Copy: This is an official copy of the original contract filed in the General
Accounting Office.
(Department) NAVY DEPARTMENT (Contractor) The City of San Diego
Contract for Electric Energy for Street Lighting. Estimated Amount, \$2100.00
Place Balboa Park (Resfricted Government Area) San Diego, Calif.
THIS CONTRACT, entered into this 1st day of October, 1943, by the United States of
America, hereinafter called the Government, represented by the contracting officer execut-
ing this contract, and The City of San Diego a municipal corporation organized and exist-
ing under the laws of the State of California whose address is Civic Center, San Diego,
California hereinafter called the Contractor, witnesseth that the parties hereto, pursuant
to the provisions of the First War Powers Act, 1941, do mutually agree as follows:
ARTICLE 1. Scope of this Contract.- The Contractor shall furnish and deliver all of
the articles, and perform all of the services, described in the schedule, consisting of
sheets attached hereto, for the consideration stated therein, free from defects in material
or workmanship and in strict accordance with the specifications and drawings attached to
or designated in such schedule, all of which are made a part hereof. "General Specifications
for Inspection of Material," issued by the Navy Department July 1, 1941, shall also form a
part of this contract. The rights and obligations of the parties hereto shall be subject
to the provisions contained in Articles 1 to 18 of this contract, such "General Specifica-
tions for Inspection of Material," and the provisions of the attached schedule. In the
event of any inconsistency between the provisions of the said articles or such "General
Specifications for Inspection of Material," and the provisions of the attached schedule,
the provisions of the attached schedule shall be deemed to control to the extent of such
inconsistency.
Deliveries shall be made as stated in the attached schedule.
All shipments by the Contractor shall be marked by the Contractor in accordance with
provisions of "Navy Shipment Marking Handbook," issued by the Navy Department, Bureau of
Supplies and Accounts.
ARTICLE 2. Changes.- The specifications, drawings, or designs applicable to any of the
items covered by this contract (and also, in the case of spare parts, the quantities or
designations), or any provisions with respect to the method of shipment or packaging or

the place of delivery, may be changed at any time by the contracting officer by written notice given to the Contractor. Any such change may be made without notice to the sureties, if any, and the Contractor shall give effect to such change without delay. If any such change so ordered shall involve an increase or decrease in the amount or character of the work to be done under this contract or in the time required for its performance, an equitable adjustment shall be made in the contract price and in such other provisions of the contract as may be necessary and the contract shall be modified in writing accordingly. Any claim for adjustment under this Article must be asserted within 10 days from the date the change is ordered: Provided, however, That the contracting officer, if he determines that the facts justify such action, may receive, consider, and adjust any such claim asserted at any time prior to the date of final settlement of the contract. In the event of the failure of the parties to agree upon the adjustment to be made, the dispute shall be determined in accordance with the Article hereof entitled "Disputes," but nothing contained in this Article shall excuse the Contractor from giving immediate effect to any change.

ARTICLE 3. Extras.- Except as otherwise herein provided, no charge for extras will be allowed unless the same have been ordered in writing by the contracting officer and the price stated in such order.

ARTICLE 4. Increase or decrease.- Unless otherwise specified, any variation in the quantities herein called for, not exceeding 10 percent, will be accepted as a compliance with the contract, when caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and payments shall be adjusted accordingly.

ARTICLE 5. Inspection.- (a) All material and workmanship shall be subject to inspection and test by the Government during manufacture, when practicable, and at all other times and places. In case any articles are defective in material or workmanship, or otherwise not in conformity with the specification requirements, the Government shall have the right to reject such articles or require their correction or replacement. Rejected articles, or articles requiring correction, shall be removed by and at the expense of the Contractor promptly after notice so to do and shall not be used until corrected, reinspected and passed by the Government. Rejected articles not suitable for correction shall be so segregated by the Contractor as to preclude the possibility of use under this contract. In the event public necessity requires the use of materials or supplies which are defective in material or workmanship or not in accordance with the specifications, payment therefor shall be made at a proper reduction in price.

(b) All inspections and tests by the Government shall be performed in such a manner as not to delay the work unduly. Special and performance tests shall be as described herein and in the specifications. If any inspection and test is made on the premises of the Contractor or a subcontractor, the Contractor shall provide a complete inspection system acceptable to the Government's inspectors and all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. In the event articles are not ready at the time inspection is requested by the Contractor, the Government may charge to the Contractor any additional cost of inspection and test.

(c) Final inspection will be made at the point of delivery, unless otherwise stated. Final inspection and acceptance shall be conclusive except as regards latent defects or fraud.

ARTICLE 6. Responsibility for supplies tendered.- The Contractor shall be responsible for the articles covered by this contract until they are delivered, and the Contractor shall bear all risk on rejected articles after notice of rejection. Where final inspection is at point of origin but delivery by the Contractor is at some other point, the Contractor's responsibility shall continue until delivery is accomplished.

ARTICLE 7. Payments.- The Contractor shall be paid, upon the submission of properly certified invoices or vouchers, the prices stipulated herein for articles delivered and accepted or services rendered, less deductions, if any, as herein provided. Unless otherwise specified in this contract, payments will be made on partial deliveries accepted by the Government when the amount due on such deliveries so warrants; or, when requested by the Contractor, payments for accepted partial deliveries shall be made whenever such payments would equal or exceed either \$1,000 or 50 percent of the total amount of the contract.

ARTICLE 8. Federal excise taxes.- (a) Except as otherwise indicated in this contract, the prices stated herein exclude all Federal excise taxes in effect at the date of this contract and directly applicable to the completed supplies or work covered hereby, and upon the request of the Contractor, the Government will issue appropriate tax-exemption certificates with respect to such excluded Federal excise taxes.

(b) The prices stated herein include all other Federal taxes in effect at the date of this contract and incurred in performance hereof, including (i) all Federal excise taxes upon or with respect to materials entering into the production of such supplies or work, or used or consumed in connection with the production thereof, (ii) all Federal excise taxes upon transportation charges, and (iii) all other Federal taxes in effect at the date of this contract. If, after the date of this contract, the Federal Government shall impose or increase the rate of any tax, duty, impost, excise or sale, use, transportation, occupational, gross-receipts tax, or any other similar tax or charge, other than a tax upon the income of the Contractor, directly applicable to the supplies or work covered hereby or to the materials used in the production of such supplies or work, or to the importation, transportation, production, processing, manufacture, construction, sale or use of such supplies, work, or materials, which tax or charge must be borne by the Contractor because of a specific contractual obligation or by operation of law, then (1) the prices stated herein will be accordingly increased and any amount due to the Contractor as a result of the increase in such prices will be charged to the Government and entered upon invoices as a separate item, or (2) at its option, the Government in lieu of payment of such increase will issue to the Contractor appropriate tax-exemption certificates or furnish other proof of exemption with respect to such tax or charge.

(c) If the Contractor is relieved from the payment of any Federal tax or charge or portion thereof included in the prices stated herein, by reason of the decrease or elimination of such tax, the Contractor shall promptly submit to the contracting officer a statement showing the amount of such decrease or elimination, and the prices shall be adjusted to reflect such decrease or elimination as agreed to, or in the event of failure to agree, as determined by the contracting officer, and the contract shall be modified accordingly.

ARTICLE 9. Transfer of contract and assignment of claims.- (a) Neither this contract nor any interest herein nor any claim arising hereunder, except as otherwise provided in this Article, shall be transferred by the Contractor to any party or parties.

(b) If this contract is not classified as "confidential" or "secret," and if the contract provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government arising out of this contract may be assigned to any bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, shall not be subject to further assignment, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract. In the event of any such assignment, the assignee thereof shall file written notice of the assignment together with a true copy of the instrument of assignment with (1) the General Accounting Office of the Government, (2) the contracting officer, (3) the surety or sureties upon the bond or bonds, if any, in connection with this contract, and (4) the disbursing officer

designated to make payments under this contract.

(c) Payments to an assignee of any claims arising under this contract shall not be subject to reduction or set-off for an indebtedness of the Contractor to the United States arising independently of this contract.

(d) Information contained in plans, specifications, or any similar document, relating to the work under this contract and marked "secret," "confidential," or "restricted," shall not, in connection with the assignment of any claim under the contract, be communicated, transmitted, or disclosed to any person not otherwise entitled to receive it, except with the prior consent of the contracting officer or his duly authorized representative in each instance.

ARTICLE 10. Termination for default in delivery of articles or in performance of services.- The Government may, by written notice to the Contractor, terminate this contract as to all or any portion of the articles not already delivered or as to services not already performed whenever the Contractor fails to deliver any of the articles or to perform any of the services, herein provided to be furnished or performed, within the time specified herein or any extension thereof, and in the event of such termination the Government, in addition to any other remedies which it may have, may procure similar articles or obtain similar services elsewhere and the Contractor shall be liable to the Government for any excess cost occasioned the Government thereby: Provided, however, That the contract may not be terminated under this Article and the Contractor shall not be charged with any liability for failure or delay in delivery or performance when such failure or delay is due to causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to (1) acts of God or of the public enemy, (2) acts of the Government of the United States or any State or political subdivision thereof, (3) fires, floods, explosions, earthquakes or other catastrophes, (4) epidemics, (5) quarantine restrictions, (6) strikes, (7) freight embargoes, (8) unusually severe weather, (9) inability of the Contractor to obtain equipment or material due to the operation of governmental priorities, preferences or allocations of equipment or material, and (10) delays of a subcontractor or supplier in furnishing material or supplies owing to causes beyond the control and without the fault or negligence of such subcontractor or supplier, including but not restricted to the foregoing enumeration, unless the contracting officer shall determine that the materials or supplies to be furnished under the subcontract are procurable from other sources and shall have ordered the Contractor to procure such materials or supplies from other sources: And provided, That the Contractor shall notify the contracting officer in writing of the cause of any such excusable failure or delay within twenty (20) days from the beginning thereof or within such longer period as the contracting officer shall, prior to the date of final settlement of the contract, specify for giving of such notice. Promptly on receipt of such notice, the contracting officer shall ascertain the facts and extent of the failure or delay, and if he shall find that the failure or delay was occasioned by causes beyond the control and without the fault or negligence of the Contractor, he shall accordingly extend the time of delivery or performance or otherwise revise the delivery schedule. The finding of fact of the contracting officer shall be final and conclusive, subject only to appeal within thirty (30) days by the Contractor to the Secretary of the Navy or his duly authorized representative, whose decision on such appeal, as to the facts and extent of the failure or delay, shall be final and conclusive.

Item No.	Articles or Service	Quantity	Unit	Price	Amount Dollars	Cents																			
	(244 NSD SD) 9-44-N.S.F. 1571 Appro. 17X0806 N.S.F. Electric Energy for Street Lighting as required for Government use in Balboa Park (Restricted Government Area) from 1 October 1943 to 30 June 1944, as follows:					N244s-39384																			
1	Street Lighting for U S Naval Hospital, as follows:																								
	<table><tr><td>No.</td><td>Size</td><td>Hours</td><td>Monthly Rate</td></tr><tr><td>183</td><td>60 watt</td><td>all night</td><td>\$0.50</td></tr><tr><td>56</td><td>100 watt</td><td>all night</td><td>.85</td></tr><tr><td>4</td><td>1000 lumen</td><td>all night</td><td>.50</td></tr><tr><td>32</td><td>4000 lumen</td><td>all night</td><td>1.25</td></tr></table>	No.	Size	Hours	Monthly Rate	183	60 watt	all night	\$0.50	56	100 watt	all night	.85	4	1000 lumen	all night	.50	32	4000 lumen	all night	1.25				
No.	Size	Hours	Monthly Rate																						
183	60 watt	all night	\$0.50																						
56	100 watt	all night	.85																						
4	1000 lumen	all night	.50																						
32	4000 lumen	all night	1.25																						
2	Street Lighting for U. S. Camp Kidd as follows:																								
	<table><tr><td>No.</td><td>Size</td><td>Hours</td><td>Monthly Rate</td></tr><tr><td>44</td><td>100 watt</td><td>midnight</td><td>\$.67</td></tr><tr><td>21</td><td>100 watt</td><td>all night</td><td>.85</td></tr></table>	No.	Size	Hours	Monthly Rate	44	100 watt	midnight	\$.67	21	100 watt	all night	.85												
No.	Size	Hours	Monthly Rate																						
44	100 watt	midnight	\$.67																						
21	100 watt	all night	.85																						
	Services to be rendered through lighting facilities installed, or that may be installed at contractor's expense. Rates to be regularly established San Diego Street Lighting Rates as authorized by the Railroad Commission of the State of California. Dealer's invoices for Street Lighting Services under Items 1 and 2 to be forwarded to the Naval Supply Depot, San Diego, California, for preparation of Public voucher. Payment to be made by the Disbursing Office, Eleventh Naval District. Contract to be subject to termination at any time upon thirty (30) days written notice from the Contracting Officer. CONFIRMING CONTRACT.																								

FEDERAL EXCISE TAXES

(A) The prices stated herein include all Federal taxes in effect at the date of this contract and incurred in the performance hereof, including (1) all Federal excise taxes directly applicable to the completed supplies or work covered hereby, (11) all Federal excise taxes upon or with respect to materials entering into the production of such supplies or work, or used or consumed in connection with the production thereof, (111) all Federal excise taxes upon transportation charges and (IV) all other Federal excise taxes in effect at the date of this contract. If, after the date of this contract, the Federal Government shall impose or increase the rate of any tax, duty, impost, excise or sale, use, transportation, occupational, gross receipts tax, or any other similar tax or charge, other than a tax upon the income of the contractor, directly applicable to the supplies or work covered hereby or to the materials used in the production of such supplies or work, or to the importation, transportation, production, processing, manufacture, construction, sale or use of such supplies, work or materials, which tax or charge must be borne by the contractor because of a specific contractual obligation or by operation of law, then the prices stated herein will be accordingly increased and any amount due to the contractor as a result of the increase in such prices will be charged to the Government and entered upon invoices as a separate item.

(B) If the contractor is relieved from the payment of any Federal tax or charge or portion thereof included in the prices stated herein, by reason of the decrease or elimination of such tax, the contractor shall promptly submit to the contracting officer a statement showing the amount of such decrease or elimination and the prices shall be adjusted to reflect such decrease or elimination as agreed to, or in the event of failure to agree, as

determined by the contracting officer, and the contract shall be modified accordingly.

Prices bid are exclusive of State taxes on sales.

Invoices in payment shall bear the following certificate:

I certify that the above bill is correct and just; that payment therefor has not been received that all statutory requirements as to American production and labor standards, and all conditions of purchase applicable to the transactions have been complied with; and that State or local taxes are not included in the amounts billed.

The prescribed certificate may be printed, stamped, typed, or written on vendor's bill of sale or invoice and must be signed (in original only) by the vendor or its duly authorized representative.

The following provisions are applicable only on contracts providing for payment aggregating \$1,000.00 or more.

Transfer of contract and assignment of contractor's claims. (A) Neither this contract nor any interest herein except as otherwise provided in this article, shall be transferred by the contractor to any party or parties.

(B) Claims for moneys due or to become due to the contractor from the Government arising out of this contract may be assigned to any bank, trust company, or other financing institution, including any Federal lending agency. Any such assignment shall cover all amounts payable under this contract and not already paid, shall not be subject to further assignment, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract. In the event of any such assignment, the assignee thereof shall file written notice of the assignment, together with a true copy of the instrument of assignment with (1) the General Accounting Office of the Government. (2) The Contracting Officer, (3) the surety or sureties upon the bond or bonds, if any in connection with this contract, and (4) the disbursing officer designated to make payments under this contract.

(C) Payments to an assignee of any claims arising under this contract shall not be subject to reduction or set-off for any indebtedness of the contractor to the United States arising independently of this contract.

(D) The "Disbursing Officer" designated to make payment under this contract is _____

(Enter the title and address of the disbursing officer designated to make payment)

Non-discrimination in employment.- (A) The contractor hereby agrees that, in performing the work required by this contract, it will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. (B) The contractor hereby agrees that a provision identical with paragraph (A) above will be included in all of its subcontracts, for the purposes of this article, subcontracts shall be deemed to include all purchase orders and agreements to perform all or any part of the work or to make or furnish any article required for the performance of this contract, except purchase orders or agreements for the furnishing of standard commercial articles or raw materials.

The contractor represents and warrants that the price or prices of the supplies or services to be furnished hereunder do not exceed any existing applicable maximum price or prices established by the office of Price Administration. In the event such contract price or prices shall at the time of delivery of any supplies or performance of any services hereunder exceed any applicable maximum price or prices established by the Office of Price Administration, the contractor shall be entitled only to the amount of such established maximum and shall refund to the Government all monies received in payment for such supplies or services in excess of such established maximum.

Patents. The contractor shall hold and save the Government, its officers, agents, servants and employees, harmless from patent liability of any nature or kind, including costs and expenses for or on account of any patented or unpatented invention made or used in the performance of this contract, including the use or disposal thereof by or on behalf of the Government; provided that the foregoing shall not apply to inventions covered by applications for United States letters patent, which, on the date of execution of this contract are being maintained in secrecy under the provisions of the Title 35, U.S. Code (1940 Ed.), Section 42, as amended.

ARTICLE 11. Termination for convenience of the Government.- The Government may, by written notice to the Contractor, terminate this contract as to all or any portion of the articles not already delivered or as to services not already performed, whenever the contracting officer shall determine that such termination is for the best interest of the Government. Such termination shall become effective on the date specified in such notice, which date shall not be earlier than 10 days after the date of receipt thereof by the Contractor. In the event of such termination, the Government shall pay to the Contractor within a reasonable time (1) an amount equivalent to the aggregate of the unit prices, as specified in the contract, for services performed and for articles completed and delivered and accepted by the Government and not previously paid for, and (2) an amount representing fair compensation to the Contractor, with due regard to the amounts already paid to it or to be paid under (1) hereof and to its costs, expenditures, liabilities, commitments, work and expenses of settlement, and including such allowance for profit as is reasonable under all the circumstances: Provided, however, That the total sum to be paid to the Contractor in the event of such termination shall not exceed the total contract price for full performance of the contract. In the event of failure of the parties to agree upon the amount to be payable hereunder, such amount shall be determined in accordance with the Article hereof entitled "Disputes."

ARTICLE 12. Patents.- The contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from patent liability of any nature or kind, including costs and expenses, for or on account of any patented or unpatented invention made or used in the performance of this contract, including the use or disposal thereof by or on behalf of the Government: Provided, That the foregoing shall not apply to inventions covered by applications for United States Letters Patent which, on the date of execution of this contract, are being maintained in secrecy under the provisions of Title 35, U.S. Code (1940 ed.), Section 42, as amended.

ARTICLE 13. Walsh-Healey Act.- If this contract is for a definite amount in excess of \$10,000 or for an indefinite amount which may exceed \$10,000, there are hereby incorporated herein by reference the representations and stipulations pursuant to Public Act No. 846, 74th Congress, known as the Walsh-Healey Public Contracts Act, as set forth in Article 1 of Part I of Regulations No. 504, issued by the Secretary of Labor pursuant to such Act, as from time to time amended.

ARTICLE 14. Officials not to benefit. - No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 15. Covenant against contingent fees.- The Contractor warrants that he has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon

contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

ARTICLE 16. Nondiscrimination in employment.- The Contractor, in performing the work required by this contract, shall not discriminate against any worker because of race, creed, color, or national origin. The Contractor further agrees that each subcontract made under this contract will contain a similar provision with respect to nondiscrimination.

THIS ARTICLE INAPPLICABLE. See attached page

ARTICLE 17. Disputes.- Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting officer, subject to written appeal by the Contractor within 30 days to the Secretary of the Navy or his duly authorized representative, whose decision shall be final and conclusive upon the parties hereto. In the meantime the Contractor shall diligently proceed with performance.

ARTICLE 18. Definitions.- (a) The term "Secretary of the Navy," used herein, shall mean the Secretary, Under Secretary, or any Assistant Secretary of the Navy; and the term "his duly authorized representative" shall mean any person authorized to act for him other than the contracting officer.

(b) The term "contracting officer," as used herein, shall include his duly appointed successor or his authorized representative.

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

THE UNITED STATES OF AMERICA,
By J. H. SKILLMAN Captain (SC) USN
Supply Officer in Command

Two witnesses:
GLENN A. RICK
E. LONGFELLOW

THE CITY OF SAN DIEGO
By WALTER W. COOPER City Manager
253 Civic Center San Diego, Calif.

I, Fred W. Sick, certify that I am the City Clerk of the corporation named as contractor herein; that Walter W. Cooper who signed this contract on behalf of the contractor, was then City Manager of said corporation; that said contract 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 Contract with Navy Department for payment of electrical energy used in Balboa Park (restricted government area); being Document No. 348913.

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, James T. & Josephine Beaman is the owner of Lots 1 and 2 Seaman & Choates Addition Block 291, of Northwest Quarter of Pueblo Lot 1161;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28 day of June, by James T. & Josephine Beaman that they will, for and in consideration of the permission granted to remove 16 feet of curbing on National Ave. between 33 & 34 Streets and adjacent to the above described property, bind _____ to, and _____ hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs _____ so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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.

JAMES T. BEAMAN and
JOSEPHINE BEAMAN

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

On this 29th day of June, A.D. Nineteen Hundred and Forty Four before me, Clyde M. Richards, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James T. Beaman and Josephine Beaman 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.

(SEAL) CLYDE M. RICHARDS
Notary Public in and for the County of San Diego,
My Commission expires June 11, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 3rd day of July, 1944.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 6 1944 9 min. past 2 P.M. in Book 1702 at page 286 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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 James T. and Josephine Beaman; being Document No. 348947.

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

By Francis T. Tatten Deputy

Bond No: C-42096

KNOW ALL MEN BY THESE PRESENTS, That GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY, as Principal and FIREMAN'S FUND 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 San Francisco, State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND TWO HUNDRED SIXTEEN Dollars (\$4,216.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of June, 1944.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver f.o.b. cars Santa Fe track in yard at Sewage Disposal Plant, 3375 Harbor Drive, San Diego, California, from time to time, as ordered or required by the City: Carload lots of liquid chlorine, in one ton cylinders, during the period beginning June 15, 1944, and ending June 14, 1945, 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.

GREAT WESTERN DIVISION
THE DOW CHEMICAL COMPANY
J. F. SMITH Sales Manager
Principal

FIREMAN'S FUND INDEMNITY COMPANY
By: F. J. CRISP Attorney-in-Fact
Sureties

ATTEST: VIRGINIA PEARSON

(SEAL)

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

On this 28th day of June, 1944, before me, Dorothy H. McLennan, a Notary Public in and for said City and County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared F. J. Crisp known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own as attorney in fact.

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

(SEAL) DOROTHY H. McLENNAN
Notary Public in and for the City and County of
San Francisco, State of California
My Commission expires
December 21, 1946

I HEREBY APPROVE the form of the within Bond, this 3rd day of July, 1944.

J. F. DuPAUL
City Attorney

I HEREBY APPROVE the foregoing bond this 3d day of July 1944.

WALTER W. COOPER
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 28th day of June, 1944, 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 GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City from time to time as ordered or required by the City f.o.b. cars Santa Fe track in yard at Sewage Disposal Plant, 3375 Harbor Drive, San Diego, California:

Carload lots of liquid chlorine, in one ton cylinders, during the period beginning June 15, 1944, and ending June 14, 1945; all in accordance with the specifications therefor contained in Document No. 348238, on file in the office of the City Clerk of said City.

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

Cylinders containing 2000 pounds, net carload lots on shipment, \$3.11-1/2 per cwt.

Said price does not include the California State Sales Tax.

Tank cars when empty shall be returned promptly to the contractor's plant at Pittsburg, California, over the same rail lines as received, with full equipment. For all cars held beyond 48 hours the City agrees to pay the contractor demurrage charge at rate of \$2.50 per day.

The City may exchange empty ton containers for full containers on the car and return car with full equipment, over same rail line as received, to contractor's plant at Pittsburg, California.

In consideration of contractor allowing the City to remove ton containers and hold in their possession for future exchange of loaded multi-unit cars, without requiring cash deposit to cover their cost, and to insure payment of rentals after 90 days free use thereof, the City agrees to pay rental for all ton containers not shipped back to contractor's plant at Pittsburg, California, within 90 days from date of original shipment from contractor's plant (date of bill of lading to govern) at the rate of \$5.00 per ton container per month or fraction thereof, payable monthly in advance. Such rental charges accrued and paid are not refundable, nor will they be applied against container deposits.

In lieu of paying rentals on ton containers the City may make a deposit on such ton containers at the rate of \$200.00 per container of 2000 pounds capacity. Deposit will be refunded upon final return of containers in good condition to contractor's plant, less depreciation charge of 10% per annum on containers retained over one year.

Containers lost or damaged beyond repair while in the City's possession will be charged to the City at the rate of \$200.00 per container.

Upon termination of this contract, empty ton containers belonging to the contractor shall be returned to contractor's plant at Pittsburg, California, by the City at the City's expense, freight charges prepaid.

The City agrees that it will purchase from the contractor, during the period of this contract, a minimum of 264 tons of liquid chlorine.

Said City, in consideration of the furnishing and delivery of said liquid chlorine 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 the following sums, to-wit:

For delivery f.o.b. cars Santa Fe track in yard at Sewage Disposal Plant, 3375 Harbor Drive, San Diego, California, Cylinders containing 2000 pounds, net carload lots one shipment, \$3.11-1/2 per cwt. said payments to be made as follows:

Payments will be made monthly for liquid chlorine purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the liquid chlorine to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the liquid chlorine 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 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 parties agree that there shall be no obligation to deliver or to receive or use the said product 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or may-power necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may-

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79597 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

GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY

J. F. SMITH Sales Manager

Contractor

ATTEST: M. S. VANONS

I hereby approve the form and legality of the foregoing contract this 3rd day of July, 1944.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Great Western Division of Dow Chemical Company for furnishing carload lots of liquid chlorine; being Document No. 348948.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Taden 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 Dollars (\$12,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of June, 1944.

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 (76 octane minimum) Hi-Octane Gasoline (72 octane minimum) during the period beginning July 1, 1944 and ending June 30, 1945, 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.

RICHFIELD OIL CORPORATION (SEAL)

E. C. WINDER For General Sales Manager
Principal

ATTEST: E. M. PAHACH

SAINT PAUL MERCURY INDEMNITY COMPANY
By M. E. DITTMAN Attorney-in-Fact
Sureties (SEAL)

STATE OF CALIFORNIA,

} ss.

County of Los Angeles,

On this 30th day of June 1944, 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.

E M PAHACH

Notary Public

(SEAL)

My Commission expires February 19, 1947

I HEREBY APPROVE the form of the within Bond, this 6 day of July, 1944.

J. F. DuPAUL, City Attorney

I HEREBY APPROVE the foregoing bond, this 6th day of July, 1944.

WALTER W. COOPER

City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of June, 1944, 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 (76 octane minimum) Hi-Octane Gasoline (72 octane minimum) during the period beginning July 1, 1944 and ending June 30, 1945.

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. 348350.

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..... \$0.145

Hi-Octane gasoline, or grade sold next in price to

Ethyl gasoline..... \$0.125

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 Gasoline 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, 1944 to June 30, 1945, 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 be 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.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may-

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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. 79624 of the Council authorizing such execution, and the contractor has caused these presents to be executed and its corporation 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,

E. C. WINDER For General Sales Manager

Contractor

ATTEST: CLEVE B. BONNER

(SEAL)

I hereby approve the form and legality of the foregoing contract this 6 day of July, 1944.

J. F. DuPAUL,

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 the City's requirements of gasoline; being Document No. 348977.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

DIVISION OF HIGHWAYS
ENCROACHMENT PERMIT.

No. 115,069

San Diego, California

To City of San Diego

Dept. of Public Works

Water Dept., Division of Conservation and Resources

Fred D. Pyle, Hydraulic Engineer

San Diego, California

January 19, 1943

In compliance with your request of December 5, 1943 and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form

Permission is hereby granted to install and maintain a 48" diameter concrete and steel pipe (steel cylinder, spiral reinforced concrete) water line from San Vicente Dam, State Highway Road XI-SD-198-B, about Mile 9.97 (pipe line Station 0+00) southerly therefrom to Mile 6.84 (pipe line Station 162) also in old railroad right of way (State property) in Lakeside from Maine Avenue to River Street, also across Woodside Avenue SD-198-B at River Street.

The location within the highway shall be as shown on revised blueprints submitted with application.

Blow-offs shall be placed directly opposite highway cross culverts, the pipe grade line to facilitate such location of blow-offs.

The permittee shall protect and avoid damage to all highway structures and existing underground facilities. No attachments shall be made to bridges or highway structures, the pipe line to fully clear all wing walls and footings. Drainage flow openings shall not be obstructed, the pipe to be below such openings and inlet or outlet ditches.

Blow offs and air valve openings shall be carried laterally to discharge into the highway gutters or culvert inlets, no pipe or fittings within the graded portion of the highway to be less than two feet below the highway surface.

No plants, trees or shrubs, not within the actual trench limits shall be disturbed, removed or trimmed, hand excavating to be used where power trencher clearance does not exist.

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby.

This permit shall be void unless the work herein contemplated shall have been completed before June 1, 1943.

CC:GTM

HSC

MM

City-2

Extra-7

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

G. T. McCoy State Highway Engineer

By E. E. WALLACE

District Engineer

GENERAL PROVISIONS

1. Definition. This permit is issued under Chapter 3 of Division I of the Streets and Highways Code. The term encroachment is used in this permit as defined in the said Chapter 3 of said code.

2. Acceptance of provisions. It is understood and agreed by the Permittee that the doing of any work under this permit shall constitute an acceptance of the provisions.

3. No Precedent Established. This permit is granted with the understanding that this action is not to be considered as establishing any precedent on the question of the expediency of permitting any certain kind of encroachment to be erected within right of way of State highways.

4. Notice Prior to Starting Work. Before starting work on which an inspector is required, or whenever stated on the face of this permit, the Permittee shall notify the District Engineer or other designated employee of the district in which the work is to be done. Such notice shall be given at least three days in advance of the date work is to begin.

5. Keep Permit on the Work. This permit shall be kept at the site of the work and must be shown to any representative of the Division of Highways or any law enforcement officer on demand.

6. Permits from other Agencies. The party or parties to whom this permit is issued shall, whenever the same is required by law, secure the written order or consent to any work hereunder from the Railroad Commission of the State of California, or any other public board having jurisdiction, and this permit shall be suspended in operation unless and until such order or consent is obtained.

7. Protection of Traffic. Adequate provision shall be made for the protection of the traveling public. Barricades shall be placed with red lights at night, also flagmen employed, all as may be required by the particular work in progress.

8. Minimum Interference With Traffic. All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public except for the specific work permitted.

9. Storage of Material. No material shall be stored within eight (8) feet from the edge of pavement or traveled way or within the shoulder line where the shoulders are wider than eight feet.

10. Clean Up Right of Way. Upon completion of the work, all brush, timber, scraps and material shall be entirely removed and the right of way left in as presentable condition as before work started.

11. Standards of Construction. All work shall conform to recognized standards of construction.

12. Supervision of Grantor. All the work shall be done subject to the supervision of, and to the satisfaction of, the grantor.

13. Future Moving of Installation. It is understood by the Permittee that whenever construction, reconstruction or maintenance work on the highway may require, the installation provided for herein shall, upon request of the Department of Public Works, Division of Highways, be immediately moved by, and at the sole expense of, the Permittee.

14. Expense of Inspection. On work which requires the presence of an employee of the Division of Highways as inspector, the salary, traveling expense and other incidental expense of such inspection during the work shall be paid by the Permittee upon presentation of a bill therefor.

15. Liability for Damages. The Permittee is responsible for all liability for personal injury or property damage which may arise out of work herein permitted, or which may arise out of failure on the Permittee's part to perform his obligations under this permit in respect to maintenance. In the event any claim of such liability is made against the State of California, or any department, officer, or employee thereof, permittee shall defend, indemnify and hold them and each of them harmless from such claim. This permit shall not be effective for any purpose unless and until the above named Permittee files with the Department of Public Works, Division of Highways, a surety bond in the form and amount required by said department, unless specifically exempted on the face hereof. The requirement that a bond be filed does not apply in the event the Permittee is a governmental board which derives its revenue by taxation.

16. Making Repairs. If the grantor shall so elect, repairs to paving which has been disturbed shall be made by employees of the grantor and the expenses thereof shall be borne by the Permittee, who shall purchase and deliver on the road the materials necessary for said work as directed by the State Highway Engineer. All payments to laborers, inspectors, etc., employed by said grantor for or on account of the work herein contemplated, shall be made by said Permittee forthwith on receipt of written orders, pay rolls or vouchers, approved by grantor. Or the grantor may elect to require a deposit before starting repairs, in an amount sufficient to cover the estimated cost thereof.

The grantor will give reasonable notice of its election to make such repairs. If the grantor does not so elect, the grantee shall make such repairs promptly. In every case the grantee shall be responsible for restoring any portion of the highway which has been excavated or otherwise disturbed to its former condition as nearly as may be possible except where the grantor elects to make repairs to paving as above provided in this paragraph and except where provision to the contrary is made in the typewritten portion of the permit.

17. Care of Drainage. If the work herein contemplated shall interfere with the established drainage, ample provision shall be made by the Permittee to provide for it as may be directed by the grantor.

18. Submit Location Plan. Upon completion of underground or surface work of consequence, the Permittee shall furnish plan to the District Office showing location and details.

19. Maintenance. The grantee agrees by the acceptance of this permit to exercise reasonable care to maintain properly any encroachment placed by it in the highway and to exercise reasonable care in inspecting for and immediately repairing and making good any injury to any portion of the highway which occurs as a result of the maintenance of the encroachment in the highway or as a result of the work done under this permit, including any and all injury to the highway which would not have occurred had such work not been done or such encroachment not placed therein.

PIPES, CONDUITS, GAS PUMPS, ETC.

20. Crossing Roadway. Service and other small diameter pipes shall be jacked or otherwise forced underneath pavement without disturbing same. Pavement or roadway shall not be cut unless specifically permitted on the face hereof. Service pipes will not be permitted inside of metal culvert pipes used as drainage structures.

21. Limit Excavation. No excavation is to be made closer than eight (8) feet from the edge of the pavement except as may be specified.

22. Tunneling. No tunneling will be permitted except on major work as may be specifically set forth on the face hereof.

23. Depth of Pipes. There shall be a minimum of two (2) feet of cover over all pipes or conduits.

24. Backfilling. All backfilling is to be moistened as necessary and thoroughly hand tamped, there being not less than one tamper to each shoveler. Whenever required by the grantor, a trench crossing the roadway shall be backfilled with gravel or crushed rock.

25. Preserve Surfacing Material. Whenever a gravel or crushed rock surface is trenched, such material shall be placed at one side and when backfilling is started the rock material shall be replaced to its original position.

26. Maintain Surface. The Permittee shall maintain the surface over structures placed hereunder as long as necessary.

27. Pipes Along Roadway. Pipes and utilities paralleling the pavement shall be located at the distance from traveled way and at such depth as specifically directed on the face hereof. Cutting of tree roots will not be permitted.

Any guard rail or signs disturbed shall be replaced as quickly as feasible.

Excavated material shall be cast away from pavement. Excess excavated material shall be removed from the right of way or preferably moved and distributed within the State right of way as directed by the State Highway Maintenance Superintendent. Pavement and shoulders not disturbed and in the vicinity of the work shall be kept clean. Pipe and materials shall not be stored on the highway pavement.

Not less than two 10 ft. wide lanes (pavement and surfaced shoulder) shall be open to traffic, unobstructed and in good condition at all times.

Trenching for installation across any pavement open to traffic shall be progressive, not more than one-half width of the traveled way to be disturbed at one time, the remaining width to be open to traffic and in good repair.

Adequate barricades, flagmen, and lights shall be used to protect the public until the work is completed and the surface entirely repaired. Particular care shall be used to avoid traffic hazard.

Barricades shall be maintained continuously between the traveled way and any open trench, also at both ends of any open excavation or disturbed area. Standard warning signs shall be supplied and maintained by the permittee.

No more trench shall be opened (or left open at any time) than is necessary.

All disturbed or affected sections of the roadway, including, rip rap, shoulders, berms, slopes, gutters, and pavement, must be restored to a condition equal to that existing prior to the work herein permitted. Backfill and pavement repair specifications are attached.

Repair of pavement at pipe line crossing, Station 159+50 (beginning of SD-198-H) shall consist of one foot depth compacted crushed rock with 4 inches plant mix surface equal to existing pavement, at other locations as required in attached specifications.

Disturbed undercut, loosened or unsupported oiled shoulders shall be reconstructed and recoiled the entire width (to pavement edge) using not less than 1-1/2 gallons total application of SC-2 asphaltic road oil thoroughly mixed in and compacted.

Pavement with support loosened or removed shall be replaced if required by the State.

At the option of the grantor, repair or replacement of pavement or oil shoulders shall be done by the State at the expense of the permittee, as provided in printed provisions No. 16 of this permit.

Trenches shall be shored if necessary to prevent loss of pavement support.

The work shall not block or interfere with highway drainage.

Each contractor engaged on the work must carry \$50,000 - \$100,000 public liability insurance and \$25,000 property damage insurance in favor of and for the protection of the State, its officers and employees, (effective during the entire period he is engaged on the work) the policies to have a non-cancellation without notice clause. Copies of the policies and copies of all cancellation notices shall be sent to the State. This permit is effective only when the above described insurance is in force.

The work shall be coordinated with all other construction work.

This permit covers construction, operation of the line, maintenance and repair.

The State, its officers and employees will not be responsible for any damage to private property by reason of the work done under this permit.

The permittee shall reimburse the State for inspection cost as required in printed provision No. 14. Notice shall be given the State as to the actual time of beginning of work within the highway right of way, such notice to be given three days previous to start of excavation.

All work, materials and warning and safety devices shall be satisfactory to the representatives of the Division of Highways.

Your attention is called to the General Provisions numbered 1 to 27, inclusive, printed herein.

The permittee shall construct adequate rubble masonry gutter protection from the points of discharge of each blow-off, to the inlet end of the nearest highway cross culvert, also provide sufficient protection or other baffle at the direct discharge of the blowoff pipes. The cross-section area protected shall be in excess of that required to carry the maximum discharge of the blowoffs.

If and when any portion of the State Highway affected by this encroachment is relinquished or transferred from State control, this permit shall thereafter be effective in and only in the State Highway remaining under State control.

Permittee must comply with all blackout and dimout lighting regulations.

POLES, WIRES, CABLES AND OVERHEAD STRUCTURES

28. Location Pole Lines, etc. Pole lines shall be located as specifically directed on the face hereof.

29. Railroad Commission Orders. All clearances and type of construction shall be in accordance with the applicable orders of the State Railroad Commission.

30. Permission from Property Owners. Whenever necessary to secure permission from abutting property owners, such authority must be secured by the Permittee prior to starting work.

31. Clearance of Trees. Poles must be of such height as to permit clearance over a tree 40 feet in height, where quick growing trees are in place. At locations where slow growing trees are in place, normal construction standard may be followed at the option of the pole line company, with provision to ultimately clear a 40-foot tree.

32. Guy Wires. No guy wires are to be attached to trees except on specific authority and in no event shall they be so attached as to girdle the tree or interfere with its growth. Guy wires shall be kept at a minimum elevation of six feet above the ground whenever so directed.

33. Clearing Around Poles. The Permittee shall remove and keep clear all vegetation from within a radius of at least five feet of the poles.

34. Painting or Visibility Strips. All poles are to be painted for a distance of six feet above the ground using white lead and oil or aluminum paint or in lieu thereof, when poles have creosoted butts, wood or metal visibility strips may be placed. Wood strips are to be Douglas fir 1" x 3" 5' long placed on 6" centers about the base of pole and painted with white lead and oil or aluminum paint. If metal strips are used such strips may be placed either vertically or horizontally. Paint is to be renewed as often as may be required to maintain a satisfactory covering. If not painted when installed or renewed as the grantor may consider necessary, the right is reserved to have this painting done and the Permittee hereby agrees to bear the cost thereof under the terms of this permit.

Poles that do not present a possible traffic hazard will be given consideration for exemption from those provisions upon written request of permittee accompanied by pertinent data as to pole location, difference in elevation, etc. The grantor's decision will be final in this regard.

35. Remove Old Poles, Guys and Stubs. The entire length of such timbers shall be removed from the ground and the holes backfilled and thoroughly tamped.

PLANTING TREES

36. Location and Species. The location and kind of trees to be planted shall be specified on the face of this permit.

37. Planting and Maintenance Cost. The Permittee must bear the cost of planting the trees. The arrangement as to maintenance of the trees shall be specifically set forth on the face of the permit. In particular cases arrangements may be made for the Division of Highways to do this work upon deposit of a certain sum for each tree which is to be planted. The Division of Highways reserves the right to assume the maintenance or to decline to do so as conditions justify.

38. Group Planting. The cost of group plantings and similar special work which may be agreed upon with the Division of Highways shall be borne by the Permittee. Land for such plantings shall be secured in fee by the Permittee and turned over to the State. Plantings for parking and picnic grounds will not be considered in this connection.

REMOVAL OR TRIMMING OF ROADSIDE TREES

39. Removal of Trees. When permit is granted for removal of a tree as an independent operation or as a part of other work, the entire stump shall be taken out for a depth of at least two feet below the ground surface.

40. Clearing the Site. All timber and debris shall be removed from the right of way. The hole left by the stump shall be backfilled and thoroughly tamped and the site left in a presentable condition.

41. Trimming of Trees. In general, only light trimming of branches two inches or less in diameter will be permitted and only when specifically so stated on the face hereof. The shapeliness of the tree must be preserved.

42. Inspection. Trimming shall be done only in the presence of an inspector from the Division of Highways and the cost of inspection shall be borne by the Permittee.

ROAD APPROACHES, CONNECTING PAVEMENTS AND MINOR WORK

43. Grades and Specifications. Grades and types of construction shall be as detailed by plans or stated on the face of this permit.

44. Borrow and Waste. Only such borrow and waste will be permitted and within the limits as set forth on the face of this permit.

45. Minor Work. Grading down of small banks, small ditches, placing of awnings, and other similar minor work shall be governed by the general provisions and as detailed on the face hereof.

SIGNS

46. Clearance of Signs. The minimum clearance from the sidewalk shall be twelve feet.

RAILROAD CROSSINGS

47. Safety and Convenience. The future safety and convenience of the traveling public shall be given every consideration in the location and type of construction.

48. Meet Highway Grade. The grade and superelevation of the track must conform to the grade of the highway at point of crossing.

49. Width of Paving. The crossing shall be planked or paved as may be specified on the face of this permit for the full roadway and shoulder width.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit from the State Division of Highways for San Vicente Pipe Line; being Document No. 349002.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

End Book #14

