

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, 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 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 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:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday thru Friday.....	Down town area; both sides of 3rd Avenue, from Beech Street to Market Street.
Monday.....	The east side of 40th Street to the west side of Van Dyke; from the south side of University Avenue to the north side of Dwight Street; from the west side of Van Dyke to the canyons on the west; from the south side of Dwight Street to the canyons on the south.
Tuesday.....	The east side of 33rd Street and the east side of Wabash Avenue to the west side of 36th Street; from the north side of University Avenue to the south side of El Cajon Avenue.
Wednesday.....	The east side of Arizona Street to the west side of Pershing Avenue, from Upas Street to the south side of University Avenue.
Thursday.....	The east side of Goldfinch Street and Reynard Way to the west side of Front Street; from the south side of Douglas Street to the junctions of Reynard Way and Curlew Street.
Friday.....	From the north side of Elm Street to the south side of Hawthorne Street; from 28th Street to the canyons east.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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,

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THIS AGREEMENT, made and entered into at 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 the County of San Diego, State of California, the party of the first part, and hereinafter 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 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:

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Monday.....	The east side of 40th Street to the west side of Van Dyke; from the south side of University Avenue to the north side of Dwight Street; from the west side of Van Dyke to the canyons on the west; from the south side of Dwight Street to the canyons on the south.
Tuesday.....	The east side of 33rd Street and the east side of Wabash Avenue to the west side of 36th Street; from the north side of University Avenue to the south side of El Cajon Avenue.
Wednesday.....	The east side of Arizona Street to the west side of Pershing Avenue, from Upas Street to the south side of University Avenue.
Thursday.....	The east side of Goldfinch Street and Reynard Way to the west side of Front Street; from the south side of Douglas Street to the junctions of Reynard Way and Curlew Street.
Friday.....	From the north side of Elm Street to the south side of Hawthorne Street; from 28th Street to the canyons east.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 performance 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 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. 79661 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 7th day of July, 1944.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contractor 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 July 1, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for six months

Memo H. H. CLARY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with H. H. Clary for the collection of City refuse; being Document No. 349003.

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 July, 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 Ten Hundred Fifty Dollars (\$1050.00) per month, to-wit:

Collection Day	Area or District of Collection
Tuesday thru Friday.....	Down town area: both sides of "A" and "B" Streets, from 8th Avenue to 2nd Avenue.
Monday.....	The east side of Euclid Avenue to all of 54th Street; from the north side of Thorn Street to the south side of Monroe Avenue; both sides of Euclid Avenue to all of 54th Street; junction of Home Avenue and Euclid Avenue to Thorn Street.
Tuesday.....	The east side of 28th Street to the west side of 30th Street; from the south side of Maple Street to the south side of Upas Street; from the east side of 30th Street to the canyons on the east; from the north side of Quince Street to the canyons on the south.
Wednesday.....	The west side of North Avenue to the canyons on the west; from the north side of Meade Avenue to the south side of Monroe Avenue; from the west side of Park Boulevard and the west side of Normal Street to the canyons on the west; from the north side of Lincoln Avenue to the south side of Meade Avenue.
Thursday.....	From 6th Avenue to all of 4th Avenue, from the north side of Maple to the south side of Spruce Street; from Albatross Street to 4th Avenue, from the north side of Maple Street to the canyons on the north.
Friday.....	The east side of 28th Street to the west side of 30th Street; from the south side of Imperial Avenue to the Bay; from the east side of Sampson Street to west side of 28th Street from Imperial Avenue to the Bay.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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. 79661 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 7th day of July, 1944.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00  
Dated July 1, 1944  
J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California  
To be paid out of GC 272 for collection of rubbish for 6 months  
Memo EDWIN J. SNORE



I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edwin J. Snore for collection of City refuse; being Document No. 349004.

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 July, 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 G. R. FRYE, 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>Area or District of Collection</u>
Monday thru	
Friday.....	Down town area: both sides of 7th Avenue, from A Street to Market Street
Monday.....	The east side of 43rd Street to the west side of Euclid Avenue; from the north side of University Avenue to the south side of Orange Avenue.
Tuesday.....	The west side of Wabash Avenue to the west side of 40th Street; from the south side of University Avenue south to the canyons.
Wednesday.....	Mission Beach, San Juan Place to Pacific Beach Drive.
Thursday.....	San Diego Place to San Juan Place, in Mission Beach.
Friday.....	East side of 28th Street to the west side of 32nd Street; from the north side of Imperial Avenue to the south side of "A" Street.
Saturday.....	East side of State Street to the west side of First Street; from the north side of Grape Street to the south side of Maple Street.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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>
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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.

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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. 79661 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

G. R. FRYE  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of July, 1944.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$7,200.00

Dated July 1, 1944

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for six months.

Memo G. R. FRYE

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with G. R. Frye for collection of City refuse; being Document No. 349005.

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 July, 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 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 Twenty-four Hundred Dollars (\$2400.00) per month, to-wit:

<u>Collection Day</u>	<u>Area or District of Collection</u>
Monday to Friday, inclusive.....	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.
Saturday.....	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 Fifth Avenue, included hereinabove, will be Market Street instead of "F" Street. 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 from July 1, 1944 to and including December 31, 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 Twenty-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. 79661 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

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

FRANK SOSA  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of July, 1944.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$14,400.00  
Dated July 1, 1944

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for six months  
Memo FRANK SOSA

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Frank Sosa for collection of City refuse; being Document No. 349006.

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, 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 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 Ten Hundred Fifty Dollars (\$1050.00) per month, to-wit:

<u>Collection Day</u>	<u>District of Area of Collection</u>
Monday thru	
Friday.....	Down town area; the west side of 6th Avenue, from "C" Street to Market Streets.
Monday.....	The east side of Hawley Boulevard to Ward Road; from the north side of Adams Avenue to the canyon rims on the north.
Tuesday.....	The east side of 30th Street to the west side of 33rd Street; from the north side of Palm Street to the south side of Upas Street.
Wednesday...	The east side of 6th Avenue to the west side of Vermont Street; from Upas Street to the south side of University Avenue.
Thursday.....	The west side of Goldfinch Street and Reynard Way to Union and Wellborn Streets; from the south side of Douglas Street to the dead ends of Falcon, Goldfinch and Hawk Streets.
Friday.....	From the east side of 12th Avenue to the west side of 26th Street; and Dewey Street, from the south side of Imperial Avenue to the Bay.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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 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. 79661 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 7th day of July, 1944.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00

Dated July 1, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for six months

Memo C. H. YANCEY

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. 349007.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tabor 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 July day of 1st, 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 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

#### Area or District of Collection

Monday thru

Friday.....Down town area: Both sides of C Street and Broadway, from 2nd Avenue to 8th Avenue.

Monday.....Starting on the southwest corner of Marlborough Avenue and Jefferson Street, north on Marlborough to Canterbury; thence east on Canterbury Drive to 42nd Street; thence south on 42nd Street to Jefferson Street; thence east on Jefferson Street to Alder Place; thence along the canyon rims to Hart Drive; south on Hart Drive to Jefferson Street; west on Jefferson Street to 42nd Street; south on 42nd Street to Adams Avenue; east on Adams Avenue to Talmadge Drive; thence along Talmadge Drive to the south side of Adams Avenue.

Tuesday.....East side of 36th Street to the west side of 40th Street; from the north side of University Avenue to the south side of El Cajon Avenue.

Wednesday.....East side of Mississippi to the west side of Oregon Street; from the north side of University Avenue to the south side of El Cajon Avenue.

Thursday.....Southeast side of Taylor Street to Pringle Street; from San Diego Avenue and La Jolla Avenue to the Bay on the west and from Pringle Street to Andrews Street; from all of Kettner Boulevard to the Bay on the west; and from Andrews Street to the west side of Chalmers Street; from all of Puterbaugh Street to the Bay on the west.

Friday.....East side of 26th Street to the west side of 28th Street; from the north side of Averett Avenue and Commercial Street to the south side of Market Street; from the east side of Dewey Street to the west side of Sampson Street; from the south side of Everett Street and Commercial Street to the Bay on the west.

Saturday.....East side of State Street to the west side of First Avenue; from north side of Elm Street to the south side of Grape Street; from the west side of State Street to the Bay on the west; from the north side of Date Street to the south side of Laurel Street.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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. 79661 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,  
By WALTER W. COOPER  
City Manager  
M. H. HEISMAN  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of July, 1944.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury; or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$7,200.00

Dated July 1, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection or rubbish for six month

Memo M. H. HEISMAN



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. 349008.

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 July day of 1st, 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 A. ARNETT, party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and this 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) per month, to-wit:

## Collection Day

## District or Area of Collection

Monday thru

Friday.....Down town area; east side of 6th Avenue, from Market Street to "A" Street, and the west side of 6th Avenue, from "A" Street to "C" Street.

Monday.....East side of Van Dyke Avenue to the west side of Highland Avenue; from the south side of University Avenue to the canyons on the south.

First and Third

Mondays.....Lexington Park

Second and Fourth

Mondays.....All the territory east of College Way within the City limits.

Tuesday.....From 28th Street to all of 33rd Street, from the north side of Kalmia Street to the south side of Palm Street.

Wednesday.....The east side of Normal Street to the west side of Park Boulevard; from the north side of Lincoln Avenue to the junction of Normal Street and El Cajon Avenue; from the east side of Richmond Street to the west side of Park Boulevard; from the north side of Robinson Avenue to the south side of Lincoln Avenue.

Thursday.....From both sides of Union Street to the Bay and from the north side of Laurel Street to the south side of Chalmers.

Friday.....The east side of 12th Avenue to the west side of 20th Street; from the north side of Imperial Avenue to the south side of Market Street.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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. 79661 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

ANDREW ARNETT Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of July, 1944.

J. F. DuPAUL, City Attorney  
By J. H. MCKINNEY, Deputy City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00 Dated July 1, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for six months.

Memo A. ARNETT

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with A. Arnett for collection of City refuse; being Document No. 349009.

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 July, 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 G. W. RIDDLE 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) per month, to-wit:

Collection Day

District or Area of Collection

Monday, Wednesday

and Friday.....Down town area; both sides of 2nd Avenue to the Bay, from "A" Street to Beech Street; both sides of Ash and Beech Streets, from 5th Avenue to the Bay.

Monday.....Chollas View Housing Project.

Tuesday.....The east side of Utah to the west side of Felton Street, from the north side of El Cajon Avenue to the south side of Monroe Avenue.

Wednesday.....The west side of North Avenue to the canyons on the west; from the north side of Monroe Avenue to the canyons on the north.

Thursday.....The east side of Randolph Street to the west side of Front Street; from the north side of Douglas Street to the south side of Montecito Way; and the dead ends of Falcon and Eagle Streets north of Montecito Way.

Friday.....The east side of 12th Avenue to the west side of 18th Street; from the north side of Broadway to Russ Boulevard; also San Diego High School.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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. 79661 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

G. W. RIDDLE Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of July, 1944.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00

Dated July 1, 1944

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California



To be paid out of GC 272 for collection of rubbish for six months  
Memo G. W. RIDDLE  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with G. W. Riddle for collection of City refuse; being Document No. 349010.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Taton 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, 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 Ten Hundred Fifty Dollars (\$1050.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday thru	
Friday.....	Down town area: both sides of 4th Avenue, from Beech Street to Market Street.
Monday.....	From all of Kenmore Terrace to the west side of Hawley Boulevard; from the north side of Adams Avenue to the canyon rims on the north.
Tuesday.....	From the east side of 36th Street to the west side of 40th Street; from the north side of El Cajon Boulevard to the south side of Adams Avenue.
Wednesday.....	The east side of Park Boulevard to the west side of Mississippi; from the north side of University Avenue to the south side of El Cajon Boulevard.
Thursday.....	From the east side of Allen Road to Goldfinch Street; from the north side of Montecito Way to the canyons on the north.
Friday.....	The east side of 18th Street to the west side of 25th Street; from the north side of Broadway to Russ Boulevard.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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. 79661 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 7th day of July, 1944.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00

Dated July 1, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for 6 months

Memo ERNEST PYLANT

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Earnest Pylant for collection of City refuse; being Document No. 349011.

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 1st day of July, 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 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) per month, to-wit:

Collection Day

District or Area of Collection

Monday thru

Friday.....Down town area: both sides of E, F, and G Streets and Market Street, from 8th Avenue to 2nd Avenue.

Monday.....From the east side of 43rd Street to the west side of Euclid Avenue; from the north side of Orange Avenue to the south side of Monroe Avenue; 44th Street, Highland Avenue and Max Drive, from the north side of Monroe Avenue to the canyons on the north.

Tuesday.....The east side of Utah to the west side of Grim Street; from the north side of Upas Street to the south side of University Avenue.

Wednesday...The east side of North Avenue to the west side of Alabama Street; from the north side of El Cajon Avenue to the canyons on the north and all of Mission Cliff Gardens.

Thursday....The east side of Front Street to the west side of 6th Avenue; from the north side of Pennsylvania Avenue to the south side of Washington Street.

Friday.....The east side of 24th Street to the west side of 28th Street; from the north side of Market Street to the south side of Broadway; from the east side of 25th Street to the west side of 28th Street; from the north side of Broadway to Russ Boulevard.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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 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. 79661 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 7th day of July, 1944.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00  
 Dated July 1, 1944

J. S. BARBER  
 Auditor and Comptroller of the City of San Diego, California  
 To be paid out of GC 272 for collection of rubbish for six months  
 Memo S. G. GOODWIN



I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with S. G. Goodwin for collection of City refuse; being Document No. 349012.

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 July day of 1st, 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 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	Area or District of Collection
Monday thru Friday.....	Down town area: the west side of 5th Avenue from Beech Street to Market Street.
Monday.....	From the County line to all of Van Dyke Avenue; from the north side of Monroe Avenue to the south side of Adams Avenue; from the east side of 40th Street to the west side of 43rd Street; from the north side of El Cajon Avenue to the south side of Monroe Avenue.
Tuesday.....	The east side of Utah Street to the west side of Illinois Street; from the north side of University Avenue to the south side of El Cajon Avenue.
Wednesday.....	The east side of Vermont Street to the west side of Richmond Street; from the north side of Robinson Avenue to the south side of University Avenue; from the east side of Vermont Street to the west side of Park Boulevard; from all of Upas Street to the south side of Robinson Avenue; also, Myrtle Way, Roosevelt School and Boy Scout Headquarters.
Thursday.....	West side of 6th Avenue to the east side of Front Street; from the north side of Walnut Street to the south side of Pennsylvania; from the east side of Reynard Way to the west side of Front Street; from all of Maple Street along the canyon rims to Walnut Street.
Friday.....	East side of 18th Street to the west side of 24th Street; from the north side of Market Street to the south side of Broadway.
Saturday.....	East side of First Avenue to 6th Avenue; from the north side of Hawthorn Street to the south side of Maple Street.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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. 79661 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 whith 8th day of July, 1944.

J. F. DuPAUL, City Attorney  
By J. H. MCKINNEY Deputy City Attorney

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$7,200.00

Dated July 1, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for six months

Memo L. P. POWELL

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. 349023.

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 July day of 1st, 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 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) per month, to-wit:

#### Collection Day

#### Area or District of Collection

Monday thru

Friday..... Down town area: the east side of 5th Avenue, from Beech Street to Market Street.

Monday..... The east side of 40th Street to the west side of 43rd Street; from the north side of University Avenue to the south side of El Cajon Avenue.

Tuesday.... East side of Illinois Street to the west side of 33rd Street and Wabash Avenue; from the north side of University Avenue to the south side of El Cajon Avenue.

Wednesday.. East side of Park Boulevard to all of Florida Street; Upas Street to the south side of University Avenue.

Thursday... West side of 6th Avenue to all of Front Street; from the north side of Spruce Street to the south side of Walnut Street; from the south side of Spruce Street to Nutmeg Street; from all of Brant Street to all of 3rd Avenue.

First & third

Fridays..... Encanto and Valencia Park.

Second and fourth

Fridays..... East side of 32nd Street to the west side of Euclid Avenue; from the north side of Imperial Avenue to the south side of A Street.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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. 79661 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 8th day of July, 1944.

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

**CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are



actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00

Dated July 1, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for six months

Memo L. P. Powell

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. 349024.

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 July, 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 F. HYNUM, 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) per month, to-wit:

<u>Collection Day</u>	<u>Area or District of Collection</u>
Monday and Thursday.....	The north and south side of University Avenue from the east side of 28th Street to the west side of 48th Street; the north and south side of Wightman Street, from Kansas Street to Ray Street; both sides of Ray Street, from Wightman Street to University Avenue; both sides of 30th Street, from El Cajon Avenue to University Avenue; the south side of El Cajon Avenue, from Kansas Street to 30th Street.
Tuesday.....	From the north side of Hawthorn Street to the south side of Kalmia Street; from 28th Street to the canyons on the east.
Wednesday.....	From the east side of 6th Avenue to the west side of Richmond Street; from the north side of University Avenue to the south side of Lincoln Avenue; and from the junction of Lincoln Avenue and Maryland Street to the canyons on the west; from the north side of Lincoln Avenue to the canyons on the north.
Friday.....	The east side of 20th Street to the west side of 26th Street; from the north side of Imperial Avenue to the south side of Market Street.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 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. 79661 of the Council authorizing such execution, and the contractor has hereunto affixed his signature the day and year in this agreement first above written.

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

FRANK HYNUM Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of July, 1944.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00

Dated July 1, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GC 272 for collection of rubbish for six months.

Memo F. HYNUM

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with F. Hynum for collection of City refuse; being Document No. 349025.

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 1st day of July, 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 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 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

First and Third

Monday.....North side of Pacific Beach Drive to south side of Garnet Avenue, from Morena Boulevard to the ocean.

Second and Fourth

Monday.....North side of Garnet Avenue to both sides of Chalcedony Street; from Pacific Highway to the ocean; Asher Street to Edison Street; Illion Street to the bay; Edison Street to Waterford Street; Tranton Street to Pacific Highway.

Every Monday...Both sides of Cass Street to the ocean; from Thomas Street to Chalcedony Street.

Monday thru

Friday.....Both sides of Silverado Street to Prospect Street; from Drury Lane to Herschell Street.

Tuesday.....Chalcedony Street to Palomar Avenue, from Pico Street to the ocean.

Wednesday.....Palomar Avenue to Pearl Street, from Miramar Avenue to the ocean.

Thursday.....Pearl Street to Ivanhoe Avenue, from Prospect Place to the ocean.

Every Friday...Ivanhoe Avenue to El Paseo Grande, from Soledad Avenue and La Jolla Shores Drive to the ocean.

First and Third Friday ...All Muirlands and Country Club Heights.

The period of this contract shall extend from July 1, 1944 to and including December 31, 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 of 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. 79697 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 17th day of July, 1944.

J. F. DuPAUL, City Attorney  
By J. H. MCKINNEY, Deputy City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby



further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$6,300.00

Dated July 1st 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

THEO M. FIDELER

To be paid out of GENERAL GC 272 Collection of Refuse

Memo H. H. CLARY

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. 349156.

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 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1944, 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 Sixteen and no/100 Dollars (\$16.00) 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: Sixteen and no/100 Dollars (\$16.00) 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, 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

By WALTER W. COOPER City Manager

MRS. MAUDE WILTSE Second Party

I HEREBY APPROVE the form of the foregoing contract this 5 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 Maude Wiltse as District Water Bill Collector 1944-45; being Document No. 349034.

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 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1944, 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-two and no/100 Dollars (\$72.00) 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-two and no/100 Dollars (\$72.00) 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, 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  
By WALTER W. COOPER

City Manager

FRANK KIMBALL,

Second Party

I HEREBY APPROVE the form of the foregoing contract this 5 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 Frank Kimball as District Water Bill Collector 1944-45; being Document No. 349035.

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, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Anna E. Freeman a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1944, 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 Sixteen and no/100 Dollars (\$16.00) 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: Sixteen and no/100 Dollars (\$16.00) 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, 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  
By WALTER W. COOPER

City Manager

ANNA E. FREEMAN

Second Party

I HEREBY APPROVE the form of the foregoing contract this 5 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 Anna E. Freeman as District Water Bill Collector 1944-45; being Document No. 349036.

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, 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 herein-after recited, the parties hereto agree as follows:

That beginning July 1, 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-six and no/100 Dollars (\$36.00) 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-six and no/100 Dollars (\$36.00) 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, 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

By WALTER W. COOPER

City Manager

LYDIA J. ENO,

Second party

I HEREBY APPROVE the form of the foregoing contract this 5 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 Lydia J. Eno as District Water Bill Collector 1944-45; being Document No. 349037.

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 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 a District Water Bill Collector for the City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

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

That beginning July 1, 1944 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-six and no/100 Dollars (\$66.00) 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-six and no/100 Dollars (\$66.00) 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, 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

By WALTER W. COOPER

City Manager

FLORENCE E. COOKE,

Second Party

I HEREBY APPROVE the form of the foregoing contract this 5 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 FLORENCE E. COOKE as District Water Bill Collector 1944-45; being Document No. 349038.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### License for diversion and use of water

License 2674

Permit 2120

Application 2992

THIS IS TO CERTIFY, That City of San Diego, San Diego, California as of August 20, 1943 (the date of inspection) has made proof to the satisfaction of the Division of Water Resources of California of a right to the use of the waters of Flume Nine Creek in San Diego County tributary of Cottonwood Creek and Tia Juana River for the purpose of municipal use under Permit 2120 of the Division of Water Resources and that said right to the use of said waters has been perfected in accordance with the laws of California, the rules and regulations of the Division of Water Resources and the terms of the said permit; that the priority of the right herein confirmed dates from August 17, 1922; that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to the amount actually beneficially used for said purposes and shall not exceed two hundred ninety eight (298) acre feet per annum by storage to be collected from about December 1 to about May 31 of each season and impounded in Lower Otay Reservoir.

This license is based on storage made during the season of 1940-1941 which was the season of maximum storage within the three year period immediately preceding the date of inspection, namely, August 20, 1943, and use thereof.

The point of diversion of such water on Flume Nine Creek is located South fifty-five degrees, forty-five minutes West (S. 55° 45' W.) thirteen hundred fifty (1350) feet from Northeast Corner of Section 28, T. 17 S., R. 3 E., S.B.B. & M., being within the NE 1/4 of NE 1/4 of said Section 28.



Point of redirection from Lower Otay Reservoir is located South fifty-four degrees, one minute East (S. 54° 01' E.) fourteen hundred forty two (1442) feet from corner No. 2 of Rancho Janal, being within the NE 1/4 of NE 1/4 of Section 13, T. 18 S., R. 1 W., S.B.B. & M.

A description of the lands or the place where such water is put to beneficial use is as follows:

Municipal use within the City of San Diego, California.

The Water Commission Act was superseded by the Water Code on August 4, 1943. By force of the provisions of the latter, all references in this form to the Division of Water Resources will be understood to mean the Department of Public Works acting by and through the State Engineer.

All rights and privileges under this license including method of diversion, method of use and quantity of water diverted are subject to the continuing authority of the Division of Water Resources in accordance with law and in the interest of the public welfare to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

Reports shall be filed promptly by licensee on appropriate forms which will be provided for the purpose from time to time by the Division of Water Resources.

The right to the diversion and use of the water aforesaid hereby confirmed is restricted to the point of diversion herein specified and to the lands or place of use herein described.

This license is granted and licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the department.

Section 1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a license is issued takes the license subject to the conditions therein expressed.

Section 1629. Every licensee, if he accepts a license, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property can not agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

Witness my hand and the seal of the Department of Public Works of the State of California, this 13th day of June, 1944.

(SEAL)

EDWARD HYATT State Engineer

By HAROLD CONKLING

Deputy State Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License from the State to divert and use water on Flume Nine Creek; being Document No. 349040.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tarran Deputy

#### LICENSE FOR DIVERSION AND USE OF WATER

License 2675

Permit 2121

Application 2993

THIS IS TO CERTIFY, That City of San Diego, San Diego, California as of August 20, 1943 (the date of inspection) has made proof to the satisfaction of the Division of Water Resources of California of a right to the use of the waters of Rattlesnake Creek in San Diego County tributary of Cottonwood Creek and Tia Juana River for the purpose of municipal use under Permit 2121 of the Division of Water Resources and that said right to the use of said waters has been perfected in accordance with the laws of California, the rules and regulations of the Division of Water Resources and the terms of the said permit; that the priority of the right herein confirmed dates from August 17, 1922; that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to the amount actually beneficially used for said purposes and shall not exceed six hundred sixty (660) acre feet per annum by storage to be collected from about December 1 to about May 31 of each season and impounded in Lower Otay Reservoir.

This license is based on storage made during the season of 1940-1941 which was the season of maximum storage within the three year period immediately preceding the date of inspection, namely, August 20, 1943, and use thereof.

The point of diversion of such water is on Rattlesnake Creek located North fourteen degrees, twenty two minutes East (N. 14° 22' E.) forty one hundred ten (4110) feet from the southwest corner of Section 33, T. 17 S., R. 3 E., S.B.B. & M., being within the NW 1/4 of NW 1/4 of said Section 33.

Point of redirection from Lower Otay Reservoir is located South fifty-four degrees, one minute East (S. 54° 01' E.) fourteen hundred forty-two (1442) feet from corner No. 2 of Rancho Janal, being within the NE 1/4 of NE 1/4 of Section 13, T. 18 S., R. 1 W., S.B.B. & M.

A description of the lands or the place where such water is put to beneficial use is as follows: Municipal use within the City of San Diego, California.

The Water Commission Act was superseded by the Water Code on August 4, 1943. By force of the provisions of the latter, all references in this form to the Division of Water Resources will be understood to mean the Department of Public Works acting by and through the

State Engineer.

All rights and privileges under this license including method of diversion, method of use and quantity of water diverted are subject to the continuing authority of the Division of Water Resources in accordance with law and in the interest of the public welfare to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

Reports shall be filed promptly by licensee on appropriate forms which will be provided for the purpose from time to time by the Division of Water Resources.

The right to the diversion and use of the water aforesaid hereby confirmed is restricted to the point of diversion herein specified and to the lands or place of use herein described.

This license is granted and licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the department.

Section 1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a use and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a license is issued takes the license subject to the condition therein expressed.

Section 1629. Every licensee, if he accepts a license, does so under the conditions that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property can not agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

Witness my hand and the seal of the Department of Public Works of the State of California, this 13th day of June, 1944.

EDWARD HYATT, State Engineer  
By HAROLD CONKLING

(SEAL)

Deputy State Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License for diversion and use of water on Rattlesnake Creek; being Document No. 349041.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### LICENSE FOR DIVERSION AND USE OF WATER

License 2676

Permit 2122

Application 2994

THIS IS CERTIFY, That City of San Diego, San Diego, California, as of August 20, 1943 (the date of inspection) has made proof to the satisfaction of the Division of Water Resources of California of a right to the use of the waters of Tunnel Two Creek in San Diego County tributary of Cottonwood Creek and Tia Juana River for the purpose of municipal use under Permit 2122 of the Division of Water Resources and that said right to the use of said waters has been perfected in accordance with the laws of California, the rules and regulations of the Division of Water Resources and the terms of the said permit; that the priority of the right herein confirmed dates from August 17, 1922; that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to the amount actually beneficially used for said purposes and shall not exceed six hundred fifteen (615) acre-feet per annum by storage to be collected from about December 1 to about May 31 of each season and impounded in Lower Otay Reservoir.

This license is based on storage made during the season of 1940-1941 which was the season of maximum storage within the three year period immediately preceding the date of inspection, namely, August 20, 1943, and use thereof.

The point of diversion of such water from Tunnel Two Creek is located South eleven degrees thirty five minutes West (S. 11° 35' W.) twenty-two hundred fifty (2250) feet from the N. E. Corner of Section 5, T. 18 S., R. 3 E., S.B.B. & M., being within the SE 1/4 of NE 1/4 of said Section 5.

Point of redirection from Lower Otay Reservoir is located South fifty four degrees, one minute East (S. 54° 01' E) fourteen hundred forty-two (1442) feet from Corner No. 2 of Rancho Janal, being within the NE 1/4 of NE 1/4 of Section 13, T. 18 S., R. 1 W., S.B.B. & M.

A description of the lands or the place where such water is put to beneficial use is as follows: Municipal use within the City of San Diego, California.

The Water Commission Act was superseded by the Water Code on August 4, 1943. By force of the provisions of the latter all references in this form to the Division of Water Resources will be understood to mean the Department of Public Works acting by and through the State Engineer.

All rights and privileges under this license including method of diversion, method of use and quantity of water diverted are subject to the continuing authority of the Division of Water Resources in accordance with law and in the interest of the public welfare to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

Reports shall be filed promptly by licensee on appropriate forms which will be provided for the purpose from time to time by the Division of Water Resources.

The right to the diversion and use of the water aforesaid hereby confirmed is restricted to the point of diversion herein specified and to the lands or place of use herein described.

This license is granted and licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the department.

Section 1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.

Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a license is issued takes the license subject to the conditions therein expressed.

Section 1629. Every licensee, if he accepts a license, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city or county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property can not agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

Witness my hand and the seal of the Department of Public Works of the State of California, this 13th day of June, 1944.

EDWARD HYATT State Engineer  
By HAROLD CONKLING

(SEAL)

Deputy State Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License for diversion and use of water on Tunnel Two Creek; being Document No. 349042.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

#### LICENSE FOR DIVERSION AND USE OF WATER

License 2677

Permit 2123

Application 2995

THIS IS TO CERTIFY, That City of San Diego, San Diego, California, as of August 20, 1943 (the date of inspection) has made proof to the satisfaction of the Division of Water Resources of California of a right to the use of the waters of Matchin Creek in San Diego County tributary of Cottonwood Creek and Tia Juana River for the purpose of municipal use under Permit 2123 of the Division of Water Resources and that said right to the use of said waters has been perfected in accordance with the laws of California, the rules and regulations of the Division of Water Resources and the terms of the said permit; that the priority of the right herein confirmed dates from August 17, 1922; that the amount of water to which such right is entitled and hereby confirmed, for the purposes aforesaid, is limited to the amount actually beneficially used for said purposes and shall not exceed four hundred thirty six (436) acre feet per annum by storage to be collected from about December 1, to about May 31 of each season and impounded in Lower Otay Reservoir.

This license is based on storage made during the season of 1940-1941 which was the season of maximum storage within the three year period immediately preceding the date of inspection, namely, August 20, 1943, and use thereof.

The point of diversion of such water from Matchin Creek is located North forty three degrees, thirty minutes West (N. 43° 30' W) three thousand (3000) feet from the S.E. Corner of Section 12, T. 18 S., R. 2 E., S.B.B. & M., being within the NW 1/4 of SE 1/4 of said Section 12.

Point of redirection from Lower Otay reservoir is located South fifty four degrees, one minute East (S. 54° 01' E.) fourteen hundred forty two (1442) feet from corner No. 2 of Rancho Janal, being within the NE 1/4 of NE 1/4 of Section 13, T 18 S., R 1 W., S.B.B. & M.

A description of the lands or the place where such water is put to beneficial use is as follows: Municipal use within the City of San Diego, California.

The Water Commission Act was superseded by the Water Code on August 4, 1943. By force of the provisions of the latter, all references in this form to the Division of Water Resources will be understood to mean the Department of Public Works acting by and through the State Engineer.

All rights and privileges under this license including method of diversion, method of use and quantity of water diverted are subject to the continuing authority of the Division of Water Resources in accordance with law and in the interest of the public welfare to prevent waste, unreasonable use, unreasonable method of use or unreasonable method of diversion of said water.

Reports shall be filed promptly by licensee on appropriate forms which will be provided for the purpose from time to time by the Division of Water Resources.

The right to the diversion and use of the water aforesaid hereby confirmed is restricted to the point of diversion herein specified and to the lands or place of use herein described.

This license is granted and licensee accepts all rights herein confirmed subject to the following provisions of the Water Code:

Section 1625. Each license shall be in such form and contain such terms as may be prescribed by the department.

Section 1626. All licenses shall be under the terms and conditions of this division (of the Water Code).

Section 1627. A license shall be effective for such time as the water actually appropriated under it is used for a useful and beneficial purpose in conformity with this division (of the Water Code) but no longer.



Section 1628. Every license shall include the enumeration of conditions therein which in substance shall include all of the provisions of this article and the statement that any appropriator of water to whom a license is issued takes the license subject to the conditions therein expressed.

Section 1629. Every licensee, if he accepts a license, does so under the conditions precedent that no value whatsoever in excess of the actual amount paid to the State therefor shall at any time be assigned to or claimed for any license granted or issued under the provisions of this division (of the Water Code), or for any rights granted or acquired under the provisions of this division (of the Water Code), in respect to the regulation by any competent public authority of the services or the price of the services to be rendered by any licensee or by the holder of any rights granted or acquired under the provisions of this division (of the Water Code) or in respect to any valuation for purposes of sale to or purchase, whether through condemnation proceedings or otherwise, by the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State, of the rights and property of any licensee, or the possessor of any rights granted, issued, or acquired under the provisions of this division (of the Water Code).

Section 1630. At any time after the expiration of twenty years after the granting of a license, the State or any city, city and county, municipal water district, irrigation district, lighting district, or any political subdivision of the State shall have the right to purchase the works and property occupied and used under the license and the works built or constructed for the enjoyment of the rights granted under the license.

Section 1631. In the event that the State, or any city, city and county, municipal water district, irrigation district, lighting district, or political subdivision of the State so desiring to purchase and the owner of the works and property can not agree upon the purchase price, the price shall be determined in such manner as is now or may hereafter be provided by law for determining the value of property taken in eminent domain proceedings.

Witness my hand and the seal of the Department of Public Works of the State of California, this 13th day of June, 1944.

EDWARD HYATT State Engineer

By HAROLD CONKLING

Deputy State Engineer

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License for diversion and use of water on Matchin Creek; being Document No. 349043.

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 a hobby service shop

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
City of San Diego

} ss.

Neal C. Monroe and Lona Monroe, 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) and Twelve (12) Block Sixty Six (66) Subdivision Morena, located at 2311 Erie Street;

That we desire to use the existing garage on the above described property as a hobby service shop and have applied for a Zone Variance under Petition No. 2208, dated March 20, 1944;

That we, in consideration of approval granted by the City of San Diego to use said garage as a hobby service shop by Zoning Committee Resolution No. 650, dated July 6, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will place no signs on the above described property; if complaints are made by surrounding property owners we will cease operation; six months after hostilities in the present war cease, this garage will then be vacated and a business will no longer be conducted on 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.

NEAL C. MONROE

2311 Erie St. San Diego

LONA MONROE

2311 Erie St., San Diego

On this 10th day of July A.D. Nineteen Hundred and Forty Four, before me, Olive M. Merrill a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Neal C. Monroe and Lona Monroe 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.

OLIVE M. MERRILL

(SEAL)

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

RECORDED JUL 12 1944 5 min. past 2 P.M. in Book 1701 at Page 295 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

PEARL M. ROSS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Neal C. and Lona Monroe relative to use of garage as a hobby service shop; being Document No. 349054.

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 6th day of July, 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 MAURICE BERNARDINI, 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:

The east 100 feet of Lots 13 and 14, in Block 3, Municipal Tidelands Sub-division Tract No. 1, containing an area of 10,019 square feet.

The lands hereinabove described being shown on the map or plat, designated as Drawing No. 58-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 two (2) years beginning on the 1st day of July, 1944, and ending on the 30th day of June, 1946, unless sooner terminated, as herein provided, at the following rentals:

Eighty dollars (\$80.00) per month, payable in advance on the first day of each and every month during the term of this lease.

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

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

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

(1) That the demised premises shall be used for the purpose of conducting a restaurant or eating house in connection with the contiguous plant of the Solar Aircraft Corporation, and for such other and additional uses as the Harbor Commission of the City shall by resolution duly adopted permit.

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

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the 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 to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by him 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 his own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(7) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations undertaken by him under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the lessor requiring him to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall 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.

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessee has 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 BEMAN  
EMIL KLICKA  
WILLIAM E. HARPER  
Members of the Harbor Commission of  
The City of San Diego.

MAURICE BERNARDINI Lessee

I hereby approve the form of the foregoing Lease, this 6th day of July, 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  
Tideland Lease with Maurice Bernardini; being Document No. 349066.

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, Earl W. Gray is the owner of Lot 6, Block 66, of Middletown (828 to 848 W. Juniper St.)

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of July 1944, by Earl W. Gray that he will, for and in consideration of the permission granted to remove 34 feet feet of curbing on West Juniper between India St. and Kettner Blvd., adjacent to the above described property, bind \_\_\_\_\_ to, and \_\_\_\_\_ hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.

EARL W. GRAY  
3353 Trumbull St. S.D. 6 Calif.

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 10th day of July, A.D. Nineteen Hundred and forty four, before me, R. E. Berry, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Earl W. Gray known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

R. E. BERRY

(SEAL)

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

My Commission expires August 19, 1947

I HEREBY approve the form of the foregoing agreement this 10th day of July, 1944.

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

Deputy City Attorney

RECORDED JUL 12 1944 5 min. past 2 P.M. in Book 1701 at page 296 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

PEARL M. ROSS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Curb Removal Agreement from Earl W. Gray; being Document No. 349067.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

No. A5fs-8786

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 26 day of June 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 Forest Service, WITNESSETH:

WHEREAS mutual benefit does accrue to the City and the Forest Service 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 Forest Service during the Forest Service's fiscal year of 1945, 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 salaries and expense of maintenance by the Forest Service of Lyons Peak Lookout Service, and San Diego River Fire Guard Service. Said monthly payments shall be made by the City, in favor of the Treasurer of the United States, during the said fiscal year before work begins and will be deposited with the Regional Fiscal Agent, Forest Service, San Francisco, California, when and as



requested by the Forest Supervisor.

The Forest Service 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 1945, which said fiscal year begins July 1, 1944, to insure efficient fire protection to watersheds and mutual benefits to the parties to this agreement. The Forest Service will be sole judge of what constitutes the fire season.

IT IS MUTUALLY AGREED, that the period of this agreement shall be from July 1, 1944 to June 30, 1945, subject to annual renewal by mutual consent in writing by both parties to the agreement.

That upon mutual agreement in writing the amount to be paid by the City under this agreement may be modified in subsequent fiscal years to meet varying protection needs.

If, upon June 30, 1945, there is any unobligated balance in the sum deposited with the Regional Fiscal Agent, such amount may be expended by the Forest Service under the terms of a subsequent agreement entered into by both parties hereto, or refunded to the City, as the case may be.

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 Forest Service.

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

CLEVELAND NATIONAL FOREST  
By WM. F. FISCHER  
Acting Forest Supervisor

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with United States Forest Service for Lyons Peak Lookout & San Diego River Guard; being Document No. 349069.

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

By Francis T. Taton Deputy

#### AGREEMENT FOR MODIFICATION OF TIDELAND LEASE

THIS AGREEMENT, made and entered into this 1st day of July, 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, party of the first part, hereinafter 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, party of the second part, WITNESSETH:

THAT WHEREAS, the City and the National Iron Works heretofore, to-wit, on the 27th day of April, 1944, entered into a lease of certain tidelands of The City of San Diego, the original of which said lease is on file in the office of the City Clerk bearing Document No. 347999; and it

WHEREAS, is the desire of the parties hereto to alter and amend said lease in the particulars hereinafter set forth, but not otherwise;

NOW, THEREFORE, in consideration of the premises, it is hereby agreed as follows:

That sub-paragraph (1), on page 4, of the above-mentioned lease shall be changed to read as follows:

"(1) That the demised premises shall be used for the purpose of conducting and maintaining thereon a general shipbuilding and ship repairing business, with the right to construct and maintain thereon Marine ways, machine shops for the repair of marine engines and other structures which may be necessary or convenient for conducting and carrying on such business, together with the construction and maintenance thereon of a structural steel fabricating shop, machine shop, pattern shop, foundry, and general metal manufacturing, general contracting business, and the doing of things incidental thereto, including the selling of the lessee's own products, and the selling at wholesale of other steel and metal products and allied merchandise and heating equipment; provided, however, that the lessee shall not handle or sell upon said premises plumbing materials or fixtures, nails, tools, or miscellaneous hardware."

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said National Iron Works 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  
Party of the First Part.  
By R. H. VAN DEMAN  
EMIL KLICKA  
WILLIAM E. HARPER  
Members of the Harbor Commission of  
The City of San Diego.

NATIONAL IRON WORKS  
Party of the Second Part.  
By C. ARNHOLT SMITH  
President

ATTEST: C. B. PHINNEY, Secretary

(SEAL)

I hereby approve the form of the foregoing agreement for modification of tideland lease this 11 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 Agreement for Modification of Tideland lease with National Iron Works; being Document No. 349074.

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

By Francis T. Taton Deputy

## A G R E E M E N T

THIS AGREEMENT, made and entered into this 12th day of July, 1944, 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, 1944, and ending June 30, 1945, 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. 79730 of the City Council authorizing such execution, and the Party of the Second Part has hereunto subscribed his name, the day and year first hereinabove written.

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

CARL WILSON  
Party of the Second Part

I hereby approve the form of the foregoing agreement this 13th day of July, 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 Agreement with Dr. Carl Wilson as Consulting Technologist on Water Purification; being Document No. 349126.

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 property to operate a part time shoe repair shop

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

Edwin S. Pearring, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property: Lots Thirty three (33) and Thirty four (34) Block Eleven (11) Subdivision Morrison's Marscene Park, located at 642 Denby Street;

That I desire to operate a shoe repair shop on the above described property and have applied for a Zone Variance under petition No. 2316, dated June 5, 1944;

That I, in consideration of approval granted by the City of San Diego to operate said shoe repair shop by Zoning Committee Resolution No. 651, dated July 6, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that maximum of one and one third (1 1/3) horse power; hours of operation 5:00 P.M. to 8:00 P.M.; if complaints are made by surrounding property owners we will then cease operation; and six months after hostilities in the present war cease, the shoe repair business on the above described property will then be discontinued;

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.

EDWIN S. PEARRING  
642 Denby St. City

On this 12 day of July A.D. Nineteen Hundred and 44, before me, Frances M. Hyde a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edwin S. Pearring known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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 M. HYDE

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires Aug. 8, 1946 State of California

RECORDED JUL 24 1944 43 min. past 9 A.M. in Book 1709 at Page 375 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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

V. 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 Edwin S. Pearring regarding use of property to operate a part time shoe repair shop; being Document No. 349128.

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

By Francis T. Tatten 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 16th 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 CURTIS STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, HOMER STREET, IBSEN STREET, JAMES STREET, KINGSLEY STREET, LYTTON STREET, CHATSWORTH BOULEVARD, 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. 79219, adopted by the Council of said City on March 7, 1944, 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 FRANKLIN T. HALE Attorney-in-Fact  
Surety

ATTEST:

(SEAL)

STATE OF CALIFORNIA,

} ss.

County of San Diego

On this 16th 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)

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 14th day of July, 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. 79576, passed and adopted on the \_\_\_\_\_ day of June, 1944, 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 AUGUST M. WADSTROM,

Deputy

## CONTRACT FOR STREET LIGHTING.

Loma Portal Lighting District No. 1

THIS AGREEMENT, made and entered into this 18th day of July, 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:

CURTIS STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

CURTIS STREET, between the northwesterly line of Chatsworth Boulevard and the southerly prolongation of the westerly line of Lot 77, Point Loma Villas;

DUMAS STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

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

FREEMAN STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

GOLDSMITH STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

HOMER STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

IBSEN STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

JAMES STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

KINGSLEY STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

The southwesterly 35.00 feet of LYTTON STREET, between the northwesterly line of Rosecrans Street and the northeasterly prolongation of the southeasterly line of Evergreen Street;

LYTTON STREET, between the northeasterly prolongation of the southeasterly line of Evergreen Street and the northwesterly termination of said Lytton Street in Chatsworth



Boulevard;

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

The northwesterly 45.00 feet of ROSECRANS STREET, between the southeasterly prolongation of the northeasterly line of Curtis Street and the southwesterly line of Lytton Street; POINSETTIA DRIVE, between the northeasterly line of Elliott Street and the northeasterly line of Plumosa Park;

JONQUIL DRIVE, for its entire length in Plumosa Park;

NARCISSUS DRIVE, for its entire length in Plumosa Park;

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

AZALEA DRIVE, for its entire length in Plumosa Park;

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

LOTUS DRIVE, for its entire length in Plumosa Park;

PLUMOSA DRIVE, for its entire length in Plumosa Park; and

AMARYLLIS DRIVE, between the southeasterly line of Poinsettia Drive and the northeasterly line of Lotus Drive.

Such furnishing of electric current shall be for a period of one year from and including June 28, 1944, to-wit; to and including June 27, 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 Loma Portal Lighting District No. 1", filed April 1, 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 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 (\$1,591.00).

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

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

(SEAL)

ATTEST: J. A. CANNON

Secretary

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

THE CITY OF SAN DIEGO

By HARLEY E. KNOX

G. C. CRARY

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

CHARLES C. DAIL

WALTER W. AUSTIN

ERNEST J. BOUD

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 14th day of July, 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 Loma Portal Lighting District No. 1; being Document No. 349137.

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 Moorsteen is the owner of Lot 3, Block 55, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of July 1944, by Louis Moorsteen that he will, for and in consideration of the permission granted to remove 16 ft feet of curbing on India Street between Hawthorn and Ivy, adjacent to the above described property, bind him to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the city Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on him and his heirs and assigns, and that any sale of the property therein mentioned and described shall be made

subject to the condition and agreements herein named.

L. MOORSTEEN  
2157 India Street, San Diego, Calif.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 10th day of July, A.D. Nineteen Hundred and Forty-four, before me, Theo Fintzelberg, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis Mooresteen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

I HEREBY approve the form of the foregoing agreement this 15th day of July, 1944.

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

RECORDED JUL 24 1944 43 min. past 9 A.M. in Book 1799 at Page 343 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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

V. 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 Louis Mooresteen; being Document No. 349140.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

AGREEMENT BETWEEN THE CITY OF LA MESA, CALIFORNIA, AND THE CITY OF SAN DIEGO, CALIFORNIA, AMENDING AN AGREEMENT GOVERNING THE CONNECTION OF AN OUTFALL SEWER LINE OF THE CITY OF LA MESA WITH THE SEWAGE SYSTEM OF THE CITY OF SAN DIEGO PROVIDING FOR THE TRANSPORTATION, TREATMENT AND DISPOSAL OF SEWAGE.

THIS AGREEMENT, made and entered into this 14th day of July, 1944, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, hereinafter designated as "San Diego," and the CITY OF LA MESA, a municipal corporation in the County of San Diego, State of California, hereinafter designated as "La Mesa," WITNESSETH:

#### R E C I T A L S

##### A.

San Diego and La Mesa entered into an agreement dated July 30, 1940, and filed with the City Clerk of San Diego, as Document No. 321583, which agreement provided for the terms and conditions under which La Mesa would construct a sewer line from its boundaries to a connection with the San Diego sewage collection line near the junction of Federal Boulevard and Home Avenue, in San Diego, 19,300.55 feet of said line being constructed by La Mesa within the San Diego boundaries, the portion of the line within San Diego to be turned over to San Diego upon completion but thereafter to be maintained by La Mesa. The agreement further provided for the payment by La Mesa of a portion of the cost of construction of San Diego's treatment and disposal plant and for an annual charge to be paid by La Mesa for the treatment of sewage delivered by La Mesa into the San Diego Treatment Plant.

##### B.

La Mesa being now ready to let contracts for the construction of the line and certain changes in the proposed construction and the terms and conditions of the connection with the sewage collection mains of the City of San Diego and in the charges to be paid by La Mesa being contemplated, and for the purpose of effecting such changes, it appearing necessary that said original agreement of July 30, 1940, be amended;

NOW, THEREFORE, in consideration of the premises and the covenants and agreements of the parties to this agreement it is hereby agreed that said agreement of July 30, 1940, being Document No. 321583, filed in the Clerk's Office of The City of San Diego, California, be, and the same is hereby amended to read as follows:

##### I.

San Diego does hereby grant to La Mesa the right to construct a sewer line consisting of 1,185.6 feet of 21", 11,988.83 feet of 18", and 6,126.12 feet of 15", a total of 19,300.55 feet, of sewer line within The City of San Diego, of materials and in accordance with the particular specifications and plans therefor, and in the location designated in detailed plans and specifications thereof filed in the Clerk's Office of The City of San Diego June 22, 1944, as Document No. 348742, which document by this reference is incorporated herein as a part of this agreement.

##### II.

La Mesa hereby agrees to construct said sewer line entirely at its expense within said location and in accordance with the detailed plans and specifications therein provided, as more particularly set forth in detail in said Document No. 348742, and further subject to San Diego's inspection and approval.

##### III.

Upon the completion of said line in accordance with the plans and specifications herein referred to, and upon the inspection and approval of The City of San Diego, La Mesa shall have and it is hereby given the right to connect said sewer line with the sewer line owned and operated by The City of San Diego located at or near the junction of Federal Boulevard and Home Avenue, in San Diego, La Mesa hereby agreeing to make such connection at a point satisfactory and agreeable to San Diego and in such manner as San Diego shall require.

##### IV.

All that portion of said line so constructed by La Mesa lying within the boundaries of San Diego shall after completion be maintained in good operating condition by The City of San Diego in the same manner as any other line owned and maintained by San Diego, and San Diego shall annually in the month of April of each year, beginning with the month of April, 1945, charge and bill La Mesa with the cost of the maintenance and repairs of said line. La Mesa agrees to pay the cost of upkeep and maintenance of said line as herein determined within six (6) months of the receipt of the statement of the charges from San Diego.

## V.

La Mesa grants to San Diego the ownership of the portion of the line constructed within the boundaries of The City of San Diego upon its completion and connection with the sewage system of The City of San Diego, reserving to La Mesa the right so long as said line shall exist to discharge therein domestic sewage originating within the municipal boundaries of La Mesa and within the boundaries of those certain subdivisions in the County of San Diego, State of California, known as Vista La Mesa, according to Map thereof No. 2092 filed in the office of the County Recorder of San Diego County, California, and Vista La Mesa Unit No. 2, according to Map thereof No. 2113, filed in the office of the County Recorder of San Diego County, California, as said subdivisions are shown on said maps as of the date of this agreement, it being specifically understood and agreed that La Mesa will not discharge into said sewer line sewage from areas outside of its municipal boundaries and the present boundaries of said Vista La Mesa Subdivisions. San Diego shall have the right to the free and unrestricted use of that portion of the line constructed within its boundaries and may make connections thereto at its sole discretion. In the event, however, that subsequent connections to said line by San Diego shall so tax the capacity of the line as originally constructed by La Mesa as to require an increase in the size and capacity of the line, the resultant expense shall be exclusively that of San Diego unless at such time the parties shall make a new agreement to the contrary.

## VI.

If and when San Diego shall find it necessary to provide sewer facilities for the area within its municipal boundaries lying northerly or westerly of and contiguous to La Mesa, San Diego shall have the right to transport the sewage originating in said area to its treatment and disposal plant through sewer lines of La Mesa if the same are adequate to carry the increased amount of sewage.

San Diego will meter the amount of sewage discharged into said lines and will pay to La Mesa the proportion of the upkeep and maintenance of such lines jointly used that the sewage discharged therein by San Diego bears to the total of the sewage transported through such lines jointly used. If the sewer lines of La Mesa are inadequate to carry the increased loads, then and in that event San Diego shall have the right to install and maintain its own sewer lines for such purposes through La Mesa to the San Diego treatment and disposal plant. La Mesa does hereby grant to San Diego an easement to install and maintain in and along the streets of La Mesa sewer lines for such purpose.

## VII.

Payments to San Diego for the transportation, treatment and disposal of the sewage of La Mesa shall be based upon the readings of the meter or meters located in the line to be constructed by La Mesa at or near the point at which said line enters The City of San Diego, as shown upon the detailed plat, plans and specifications thereof, being San Diego Document No. 348742. The meters used shall be supplied and kept in good repair and operation by La Mesa, at its own expense; and if La Mesa shall fail to do so, after reasonable notice from San Diego, then San Diego may make all necessary repairs and/or replacements at the expense of La Mesa.

Meters shall be read monthly before the 5th day thereof, and bills shall be rendered by San Diego not later than the 10th day of each month for the service rendered during the previous month and shall be paid to San Diego on or before the 30th day of the month rendered. Payments for the service rendered by San Diego shall be based on actual cost of transportation, treatment and disposal estimated for the purpose of initial payments to be the basic rate of \$10.00 per one million gallons to which shall be added \$2.90 per one million gallons, the payment to cover interest and depreciation upon facilities constructed by San Diego but required for the service rendered to the City of La Mesa. The basic rate to be paid to San Diego for service rendered during the first six months of the life of this contract shall be as set forth above, namely, \$10.00 per one million gallons for all sewage metered and charged to La Mesa, plus an additional or surcharge of \$2.90 per one million gallons.

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

## VIII.

All La Mesa sewage to be received, treated and disposed of under this agreement shall be exclusively domestic sewage originating within the municipal boundaries of La Mesa and the boundaries of Vista La Mesa Subdivisions, Units One and Two, as now constituted upon the maps thereof Nos. 2092 and 2113, filed in the Recorder's Office of San Diego County, California. No sewage or refuse produced by industrial plants of any nature whatsoever located in La Mesa or elsewhere, and no gasoline, kerosene, or other petroleum product, shall be delivered to, or received by, or treated and disposed of, under the terms of this agreement. If any such sewage or refuse or any petroleum product is mixed with the domestic sewage and delivered or attempted to be delivered by La Mesa hereunder, San Diego at its option may:

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

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

## IX.

This contract may be terminated by either party upon the giving of a written notice to the other party of its intention to terminate this agreement 365 days prior to the termination thereof.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City of San Diego, under and pursuant to Resolution No. 79728 of the Council authorizing such execution, and the City of La Mesa has caused this agreement to be executed by its Mayor and City Clerk thereunto by Resolution No. 2-928 duly authorized, the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

THE CITY OF LA MESA

By BENJAMIN POLAK, Mayor

By L. L. FREEMAN, City Clerk (SEAL)



I hereby approve the form and legality of the foregoing Agreement this 6th day of July, 1944.

J. F. DuPAUL  
City Attorney of The City of San Diego  
By BERTRAND L. COMPARET  
Deputy City Attorney

I hereby approve the foregoing Agreement as to form and legality this 14th day of July, 1944.

W. H. JENNINGS  
City Attorney of the City of La Mesa

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with the City of La Mesa re connection of its outfall sewer line to City of San Diego's sewer system; being Document No. 349141.

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

By Francis T. Tatten Deputy

AGREEMENT FOR ALLOCATION OF STATE AID TO LOCAL AGENCIES FOR CIVILIAN DEFENSE PURPOSES Application No. 183 Allotment No. 197

THIS AGREEMENT made and entered into in quadruplicate this 7th day of June, 1944, 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; and

WHEREAS, the application and this agreement have been approved by the Director of Civilian Defense;

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 Three Thousand and no/100 (\$3,000.00) Dollars, or so much thereof as may be necessary, to be paid to Local Agency as hereinafter provided.

Local Agency agrees:

1. To hire and pay the salary of a coordinator of child care as required for the civilian defense activities of Local Agency during the period March 7, 1944, to and including March 6, 1945, substantially as outlined in Local Agency's application.

2. That this agreement may be terminated by the Director of Finance on thirty days written notice addressed to the City Manager, City of San Diego, San Diego, California.

3. That in the event of any disagreement as to whether or not items of expenditure are reimbursable under this agreement, the decision of the Director of Finance thereon shall be final.

4. That claims for reimbursement for expenditures incurred under this agreement during the period March 7, 1944, to and including June 30, 1944, shall not be filed with the State for payment before July 1, 1944, that claims for reimbursement for expenditures incurred under this agreement during the period July 1, 1944, to and including December 31, 1944, shall not be filed with the State before January 1, 1945, and that claims for reimbursement for expenditures incurred under this agreement during the period January 1, 1944, to and including March 6, 1945, shall not be filed with the State before March 7, 1945.

5. To permit representatives of the State Department of Finance to inspect the employment provided for herein and to examine all facilities and records in connection therewith at any reasonable time.

6. 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 expenditures paid under paragraph No. 1 in this agreement provided, however, that the total amount of the reimbursement so paid shall not exceed the sum of Three Thousand and no/100 (\$3,000.00) Dollars, and provided further that in the event this agreement is terminated under paragraph No. 2 hereof or for any other reason, no expenditures incurred by Local Agency for the period subsequent to the date of termination shall be used as a basis for reimbursement hereunder. 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 have attached thereto 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 the Local Agency to the effect that all such expenditures have been paid.

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 30th day of June, 1945, 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.

All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed as follows: To the State at the State Capitol, Sacramento, California, c/o Department of Finance and to Local Agency at San Diego, California, c/o City Manager, City of San Diego. The address to which the notices shall or may be mailed as aforesaid to either party shall or may be changed by written notice given by such party to the other, as hereinbefore provided; but nothing herein contained shall preclude the giving of any such notice by personal service.

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.

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

STATE OF CALIFORNIA  
By JAMES S. DEAN  
James S. Dean Director of Finance  
Department of Finance

Approved JUN 19 1944

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State of California for allocation of State aid to local agencies for civilian defense

purposes; being Document No. 349147.

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 17th day of July, 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, first party, and SAMUEL B. MORRIS, of Palo Alto, California, second party; WITNESSETH:

THAT WHEREAS, the City has undertaken an extensive survey and investigation of the local water supply sources and the developments necessary to provide for the future water needs of the City, and desires in that connection to retain the services of second party as a Consulting Engineer; and

WHEREAS, second party is willing to render such services to the City to the extent and for the compensation hereinafter stated;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein after recited, the City does hereby agree to employ the second party as a Consulting Engineer in the conduct of the City's survey and investigation of the local water supply sources and the developments necessary to provide for the future water needs of the City; and said second party does hereby accept employment in said capacity, and agrees to render the professional services required of him by the City on the following terms and conditions, to-wit:

The City shall pay to the second party a retainer fee of two thousand five hundred dollars (\$2,500.00); one-fourth of which shall be payable upon the execution of this contract, and the balance shall be payable in equal installments, i.e., payable in three, six and nine months thereafter. Said retainer shall entitle the City to the professional services of second party as Consulting Engineer for twenty-five (25) days. If the City shall require the services of second party for more than said twenty-five (25) days, second party shall render the same as requested for a compensation of one hundred dollars (\$100.00) per day. In addition to said retainer and per diem fee second party shall be compensated for his traveling and subsistence expenses when his services to the City require him to be absent from Palo Alto. If and whenever second party shall find it necessary or convenient to make use of an assistant to aid him in performing his work for the City, he shall be allowed and paid by the City twenty-five dollars (\$25.00) for each day during which such an assistant is used.

It is understood and agreed that all detailed surveys, investigations and actual field work will be carried on and performed by The City of San Diego under the general direction, however, of second party in his capacity as Consulting Engineer.

Subject to the foregoing limitations, the City Manager shall designate the times and places for the rendition of said services by second party, as well as the kind or nature of the professional services to be rendered.

IN WITNESS WHEREOF, this agreement is executed on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do contained in Resolution No. 79692, adopted by the City Council on the 5th day of July, 1944, and said second party has hereunto subscribed his name the day and year first hereinabove written.

This agreement is executed in two parts, and when so executed each part shall be deemed an original.

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

SAMUEL B. MORRIS  
Party of the Second Part

I hereby approve the form of the foregoing Contract this 3rd day of July, 1944.

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 \$2,500.00

Dated July 17 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of LOCAL WATER INVESTIGATION FUND (243)

Memo Samuel B. Morris Consulting Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Samuel B. Morris as Consulting Engineer on water supply sources and development; being Document No. 349162.

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, Walter Trepte is the owner of Lots 3, 4, 5, & 6, Block 51, of Middletown Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of July, by Walter Trepte that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Kettner between Grape Street and Hawthorn Street, adjacent to the above described property, bind there 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 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 Blvd., San Diego, Calif.

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

On this 12th day of July, A.D. Nineteen Hundred and Forty Four, before me, William Ferdinand Steegerwald, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Walter Trepte known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) WILLIAM FERDINAND STEEGERWALD  
Notary Public in and for the County of San Diego, State of California  
My Commission expires January 26, 1947

I HEREBY approve the form of the foregoing agreement this 17th day of July, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 24 1944 43 min. past 9 A.M. in Book 1709 at page 342 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

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

V. 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 Walter Trepte; being Document No. 349155.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### SURRENDER OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that the SAN DIEGO U.S.O. COUNCIL, INC., for good and valuable consideration, receipt whereof is hereby acknowledged, does for itself and its assigns, bargain, sell, yield up and surrender from the 1st day of July, 1944, unto Russel Winterrowd and Marie Winterrowd, their heirs, executors and administrators, that certain lease between the parties hereto, to those certain premises known as 2728, 2730 and 2732 Imperial Avenue, in the City of San Diego, consisting of a one story building and yard, and term of years therein yet to come, together with all its right, title and interest thereto; and said U.S.O. Council, Inc., hereby covenants that the same are free and clear of all encumbrances of any kind whatever.

Dated this 10th day of July, 1944.

SAN DIEGO USO COUNCIL, INC.,

By GEORGE A. SCOTT

Chairman

I, MRS. B. F. RAYNES certify that I am the USO Council Secretary of San Diego U.S.O. Council, Inc., named hereinabove in said Surrender of Lease; that George A. Scott who signed said Surrender of Lease on behalf of the said Council was then and now is Chairman of said corporation; that said Surrender of Lease was duly signed for and in behalf of said corporation by authority of the governing body, and is within the scope of its corporate powers.

Dated at USO Council, this  
10th day of July, 1944.

MRS. B. F. RAYNES

#### LEASE

THIS INDENTURE OF LEASE, made in duplicate, this 17th day of July, 1944, by and between RUSSEL WINTERROWD and MARIE WINTERROWD, parties of the first part, hereinafter called the "Lessors", and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter called the "Lessee," WITNESSETH:

WHEREAS, said Lessors are the owners of those certain premises known and designated as 2728, 2730 and 2732 Imperial Avenue, in the City of San Diego, County of San Diego, State of California, and said Lessee is desirous of leasing from said Lessors said premises to be used and occupied by the Lessee as an indoor recreation center, Now, Therefore:

Said Lessors do hereby demise and let unto the said Lessee, and said Lessee does hereby rent and take from said Lessors all of the building and premises located, known and designated as hereinabove stated, to have and to hold the said premises for the period of one (1) year, commencing on the 1st day of July, 1944, to and including the 30th day of June, 1945, at a rental of Seventy-five Dollars (\$75.00) per month, payable as follows: \$150.00 payable on the 1st day of July as rental for the first and last month of said period, and \$75.00 per month payable in advance on the first day of each and every other month during said term.

It is further understood and agreed that unless this lease shall be terminated prior to the expiration of the term stated herein, as hereinafter provided, said Lessee shall have the option to lease said premises for an additional period of one (1) year upon the same terms and conditions and for the same purposes as herein set forth.

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

It is further understood and agreed that said premises, or any part thereof, shall not be assigned, let or underlet, or used or permitted to be used for any purposes other than for an indoor recreation center and activities connected therewith and incidental thereto without the written consent of the Lessors 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 Lessors shall so determine and elect.

It is further understood and agreed that the Lessee shall be permitted to remove from said premises, upon the termination of this lease, all fixtures, equipment and other property placed therein or thereon by the Lessee; provided, however, that any damage to said premises and said building caused by the use and occupancy thereof shall, at the expense of the Lessee, be repaired and placed in as good a condition as they were before the damage was done; provided, further, that upon the termination of this lease 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 Lessors 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 Lessors be required to repair damage to fixtures, equipment and other property placed therein or thereon by the Lessee and removable by said Lessee as herein provided.

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

This lease shall be subject to termination at the option of the Lessors or the Lessee. Notice of intention to exercise such option of termination shall be given sixty (60) days prior to the date of termination, by registered mail addressed to the Lessors or to the Lessee, or the duly authorized agent or agents of the Lessee, as the case may be. Said sixty-day period shall be computed from the date of mailing such notice.

Time is of the essence of this lease and unless the conditions to be performed on the part of the Lessee are kept and performed in the manner and at the times herein provided, the said Lessors 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 Lessors have hereunto subscribed their names 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. 79696 authorizing such execution, the day and year first hereinabove written.

RUSSELL WINTERROWD

MARIE WINTERROWD

Lessors

THE CITY OF SAN DIEGO, Lessee,

By WALTER W. COOPER

City Manager

ATTEST: FRED W. SICK

City Clerk

(SEAL)

STATE OF CALIFORNIA,

ss.

County of San Diego.

On this 17th day of July, 1944, before me, E. H. Brooks, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared RUSSEL WINTERROWD and MARIE WINTERROWD, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

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

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 19 day of July, 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 Russel and Marie Winterrowd for premises at 2728-30-32 Imperial Avenue, recreational center; being Document No. 349167.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. W-04-362E (SC-1X)-317

NEGOTIATED UTILITY SERVICE CONTRACT  
(No Connection Charge - Water Service)

Btry A. 529th AAA AW Bn.

3716 Pringle Street

(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, Btry A. 529th AAA AW Bn. at 3716 Pringle 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 P. F. JERNEGAN

P.F. Jernegan, 2nd Lt., C.E.

Title Assts 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 (2530N.S.) attached hereto.

Section 1. Water Rates, Item (3) Meter Rates and Item (7) Monthly Minimum, of the above-mentioned ordinance are applicable to this service.

## 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)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the United States for water service to Battery A 529th AAA A.W. Battalion (3716 Pringle); being Document No. 349168.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

## ENCROACHMENT PERMIT

The City of San Diego, a municipal corporation, in the County of San Diego, State of California, subject to all of the terms and conditions hereinafter recited, does hereby grant permission to THE UNITED STATES OF AMERICA to construct, install, operate and maintain a water pipe line and necessary or convenient appurtenances thereto, over, along, across and under the property of The City of San Diego, all as shown on the drawings of the Water Department of The City of San Diego, identified as San Vicente Pipe Line, Plan and Profile, WD-720, sheets 1 to 9, of 9, which plan and profile and specifications have heretofore been filed in the office of the City Clerk, bearing Document No. 349,000, under date of July 7, 1944, entitled, "Plans & Specifications for San Vicente Pipe Line (F.W.A. Docket Calif. 4-140, Unit 12)".



Said installation shall be substantially in accordance with plans and profile and specifications heretofore referred to.

The City of San Diego does not assume any liability for injury or damage to any person or property incident to, or that might arise during or in consequence of

(a) Use, occupancy and enjoyment in accordance with this license to the permittee, of the premises described in said San Vicente Pipe Line Plan and Profile hereinbefore referred to;

(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, employ and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the said premises, or any undue interference with the operation and travel thereon or thereover.

The permittee will at all times during the construction, installation and operation of said pipe line, keep the street surface free from construction materials, waste, nails and all debris, and will cause, wherever possible, spoil banks from the excavation to be piled on the side away from the roadways and shall, during said construction, occupation and maintenance of said pipe line, 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 permittee shall cause the construction and installation of said pipe line to be done as quickly as possible to avoid unnecessary hazard to traffic and shall provide adequate barricades, flagmen and lights to protect the public until the work is completed and the surface entirely restored.

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.

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 or easements over 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.

This permit shall be null and void unless the work herein contemplated shall have been completed within one year from the date hereof.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its Mayor and City Clerk thereunto duly authorized, this 18th day of July, 1944.

THE CITY OF SAN DIEGO,  
By HARLEY E. KNOX

(SEAL)

ATTEST: FRED W. SICK

Mayor.

City Clerk.

I hereby approve the form and legality of the foregoing Encroachment Permit this 15 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 Encroachment Permit to the United States for San Vicente Pipe Line (F.W.A. Docket Calif. 4-140, Unit 12); being Document No. 349174.

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

By Frances T. Tatten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY B. G. CARROLL UNDER HIS CONTRACT FOR THE CONSTRUCTION OF A PORTION OF TRUNK SEWER NO. 4 IN WEST POINT LOMA BOULEVARD AND THE PRIVATE WAY KNOWN AS FRONTIER STREET, WHICH SAID CONTRACT IS DATED MAY 2, 1944, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 347975.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by B. G. Carroll for the construction 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, California, and which said contract is dated May 2, 1944, and is on file in the office of the City Clerk of said City as Document No. 347975, 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 July 13, 1944.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on July 18, 1944, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by B. G. Carroll. 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 July, 1944.

THE CITY OF SAN DIEGO,

(SEAL)

By FRED W. SICK

City Clerk.

RESOLUTION NO. 79764

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated July 14, 1944, on file with the City Clerk, that the work performed and materials furnished by B. G. Carroll, under his contract with the City for the construction of a portion of Trunk Sewer No. 4 in West Point Loma Boulevard and the private way known as Frontier Street, which contract is dated May 2, 1944, and is on file in the office of the City Clerk of said City as Document No. 347975, 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 B. G. Carroll, under his contract for the construction 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, 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 July, 1944, by the following vote, to-wit:  
YEAS - Councilmen: Crary, 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.

(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.79764 of the Council of the City of San Diego, California, as adopted by said Council JUL 18 1944.

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

RECORDED JUL 19 1944 54 min. past 9 A.M. in Book 1704 at page 310 of Official Records, San Diego Co., Cal. Recorded at request of Owner.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of work and materials by B.G.Carroll of portion Trunk Sewer No. 4 in West Point Loma Boulevard and Frontier Street; being Document No. 349175.

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

By Frances T. Tatten Deputy

Invitation No. 11-493  
Contract No. T40cg-570

NAVY DEPARTMENT - U. S. COAST GUARD  
Times Building, Long Beach, California  
INVITATION, BID, AND ACCEPTANCE  
District Coast Guard Officer  
11th Naval District  
4 July, 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., 14 July, 1944, and then publicly opened, for furnishing the following supplies, and;or services, for delivery at point stated below.  
A. C. HOLLAND Lieut., USCG Supply Officer

Item No.	Articles or Services	Quantity	Unit	Unit Price	Amount Dollars	Cents
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1. For furnishing water service to Volunteer Port Security Force Operations Office, 1235 Harbor Drive, 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 Harbor Department, City of San Diego, Calif. under Contract No. License dated 6 May, 1944.

BID July 14, 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 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; \_\_\_\_\_ percent 30 calendar days.

Bidder City of San Diego  
Water Department  
By WALTER W. COOPER  
Address Room 164, Civic Center  
San Diego 1, California  
Title City Manager

ACCEPTANCE BY THE GOVERNMENT 18 July, 1944

Accepted as to items numbered 1, as per attached rate schedule  
Name H. E. SOLOMON  
H. E. Solomon, Lieut. Comdr., USCG  
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

ACH

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 the United States Coast Guard for water at 1235 Harbor Drive; being Document No. 349201.

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

By Francis T. Patten 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 FIVE HUNDRED and no/100 Dollars (\$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 themselves, their heirs, executors and administrators successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of July, 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: 1 - GK-105 New Ingersoll-Rand; 2 stage, air cooled, gasoline engine driven, portable air compressor, less running gears, on wood skids, with electric starter, generator and battery, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

BROWN-BEVIS EQUIPMENT COMPANY  
CHAS. M. WENBERG General Partner

ATTEST:

Principal  
GREAT AMERICAN INDEMNITY COMPANY  
By JULIAN A. GANZ Attorney-in-fact.  
Sureties (SEAL)

STATE OF CALIFORNIA }  
County of Los Angeles } ss

On this 10th day of July 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 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)  
My Commission will expire July  
13, 1946.

ESTHER L. MACDONALD  
Notary Public in and for the County of Los Angeles  
State of California

I HEREBY APPROVE the form of the foregoing bond this 19th day of July, 1944.

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

I HEREBY APPROVE the foregoing bond this 19th day of July, 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 10 day of July, 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 - GK-105 New Ingersoll-Rand, 2-stage, air cooled, gasoline engine driven, portable air compressor, less running gears, on wood skids, with electric starter, generator and battery, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 348247.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Nine Hundred Forty-eight Dollars (\$1948.00), plus the 2-1/2% California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 10th day of July, 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 Nine Hundred Ninety-six and 70/100 Dollars (\$1996.70), 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.

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. 79673 of



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

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

BROWN-BEVIS EQUIPMENT CO.

CHAS. M. WENBERG General Partner

Contractor

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

I hereby approve the form and legality of the foregoing contract this 19th day of July, 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 Contract with Brown-Bevis Equipment Company for air compressor; being Document No. 349213.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

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

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

WHEREAS, Henry A. Parrish is the owner of Lot K-L, Block 52, of Hortons;

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of July, by Henry A. Parrish that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Broadway between 13th and 14th Streets and 28' & 19' 47 feet on 14th Street between Broadway and E 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 heirs 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 A. PARRISH

1335-Broadway

STATE OF CALIFORNIA, )

ss.

County of San Diego, )

On this 18 day of July, A.D. Nineteen Hundred and Forty Four, before me, A.E. Parrish, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry A. Parrish 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.

A. E. PARRISH

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

(SEAL)

I HEREBY approve the form of the foregoing agreement this 21st day of July, 1944.

J.F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 24 1944 43 min. past 9 A.M. in Book 1709 at page 341 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy GLEN L. STRAW

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

V. 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 Henry A. Parrish; being Document No. 349237.

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, Clarence E. Johnson is the owner of Lots 25, 26 and 27, Block 225, of Pacific Beach Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of July, by Clarence E. Johnson that he will, for and in consideration of the permission granted to remove 10 feet of curbing on Hornblend between Mission and Bayard, adjacent to the above described property, bind \_\_\_\_\_ to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

CLARENCE E. JOHNSON

2276 Hickory St. San Diego, Calif.

STATE OF CALIFORNIA, )

ss.

County of San Diego, )

On this 13th day of July, 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 Clarence E. Johnson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires Sept. 27, 1944 State of California.  
I HEREBY approve the form of the foregoing agreement this 21st day of July, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK Deputy City Attorney

RECORDED JUL 24 1944 43 min. past 9 A.M. in Book 1709 at page 340 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW  
I certify that I have correctly transcribed this document in above mentioned book.  
V. 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 Clarence E. Johnson; being Document No. 349238.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

ACCUMULATION AGREEMENT - 1945 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 from the State Highway Fund an amount equal to the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, upon streets of major importance other than State highways as are agreed upon by the department and the legislative body of the city, in the proportion that the total population of each city bears to the total population of all cities in this State; and

WHEREAS, under the provisions of Section 200 of the Streets and Highways Code the city desires to authorize the accumulation of funds accruing from the one-quarter cent per gallon of tax on motor vehicle fuel allocated under the provisions of Section 194 and Section 195 of the Streets and Highways Code for expenditure in the city upon streets of major importance other than State highways for the fiscal year ending June 30, 1945;

NOW, THEREFORE, it is mutually agreed that the department will accumulate and hold for future expenditure within the city or until such time as the city submits a budget in accordance with the provisions of Section 197 of the Streets and Highways Code, all funds accruing from the one-quarter cent gas tax allocation for streets of major importance during the fiscal year ending June 30, 1945.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the city on the 5th day of July, 1944, and the department on the 14th day of July, 1944.

Approval recommended:  
E. E. WALLACE District Engineer  
L. V. CAMPBELL Engineer of City and Cooperative Projects  
CITY OF SAN DIEGO  
By HARLEY E. KNOX Mayor  
FRED W. SICK City Clerk

STATE OF CALIFORNIA DEPARTMENT OF PUBLIC  
WORKS DIVISION OF HIGHWAYS  
By J. B. STANDLEY Principal Assistant Engineer  
Approved as to form and procedure:  
C. C. CARLETON Chief Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for accumulation of 1/4 cent gas tax for streets of major importance; being Document No. 349243.

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

PERMIT GRANTED TO CITY OF SAN DIEGO TO INSTALL  
ONE PAIR OF 60-WATT LAMPS ON PRIVATE PROPERTY  
(Lot 4, Block C, Murray Tract, in Middletown.)

For and in consideration of \$1.00 in hand paid, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, permission is hereby granted the City of San Diego to install one pair of 60-watt lamps on the alley side of the building occupying Lot 4, Block C, of Murray Tract in Middletown, in the City of San Diego, as per City Engineer's drawing No. 2839-B. Said lamps shall be automatically regulated to turn on and off to conform with dim-out regulations and rigged to turn off in black-out periods, and shall be connected with a separate meter controlled by the City and all costs of installation, maintenance and operation shall be borne by the City.

The City agrees to save the owners of said building, their successors and assigns, harmless from all damages or claims of any kind whatsoever, arising out of the installation, maintenance and operation of said lamps. The installation of said lamps shall constitute an acceptance by the City of the terms hereof.

Dated at San Diego, California, this 22 day of July, 1944.  
GLADYS C. McKOON as Trustee  
FLORENCE C. ALVERSON co-Trustee  
Owners of above property.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from Gladys C. McKoon and Florence C. Alverson as Trustees for lights on alley side of building Lot 4 Block C Murray Tract; being Document No. 349263.

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

PERMIT GRANTED TO CITY OF SAN DIEGO TO INSTALL TWO  
PAIRS OF 60-WATT LAMPS ON PRIVATE PROPERTY  
(lots 6 and 7, Block C, Murray Tract, in Middletown.)

For and in consideration of \$1.00 in hand paid, the receipt whereof is hereby acknowledged, and for other good and valuable considerations, permission is hereby granted the City of San Diego to install two pairs of 60-watt lamps on the alley side of the building occupying Lots 6 and 7, Block C, Murray Tract, in Middletown, in the City of San Diego, as per City Engineer's drawing No. 2839-B. Said lamps shall be automatically regulated to turn on and off to conform with dim-out regulations and rigged to turn off in black-out periods, and shall be connected with a separate meter controlled by the City and all costs of installation, maintenance and operation shall be borne by the City.

The City agrees to save the owners of said building, their successors and assigns, harmless from all damages or claims of any kind whatsoever, arising out of the installation, maintenance and operation of said lamps. The installation of said lamps shall constitute an acceptance by the City of the terms hereof.

Dated at San Diego, California, this 18th day of July, 1944.

STAR & CRESCENT OIL CO.

By O. J. HALL President

Owner of above property

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from the Star and Crescent Oil Company for lights on alley side of building Lots 6 & 7 Block C, Murray Tract; being Document No. 349265.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

NOTICE OF RENEWAL OF CONTRACT FOR WATER

N.B.-To be served on, and a copy left with, the Contractor or Lessor in accordance with the terms of the contract or lease and in no event later than the end of the business day of June 30, 1944.

THE UNITED STATES OF AMERICA  
To CITY OF SAN DIEGO

You are hereby notified that under the provisions of paragraph q, of Contract No. W-1703 qm-9 dated March 15, 1941, between the United States of America and the City of San Diego for water service at Camp Callan, San Diego 14, California the United States of America elects to renew and extend for one fiscal year from and after July 1, 1944, and by these presents does extend and renew for such term the said Contract No. W-1703 qm-9, above referred to, upon the same terms and conditions as therein set out; and all the terms and conditions thereof for the fiscal year beginning July 1, 1944, and ending June 30, 1945.

THE UNITED STATES OF AMERICA

By LANE A. DODGE

Lane A. Dodge, Major, QMC, Contracting  
Officer

Receipt of the above notice is acknowledged this 30th day of June, 1944.

CITY OF SAN DIEGO Contractor

By WALTER W. COOPER

City Manager

RETURN OF SERVICE

STATE OF CALIFORNIA

County of San Diego

I, Lane A. Dodge, Major, QMC, Contracting Officer, Camp Callan, California do hereby certify that I served the within notice upon the City of San Diego at the Civic Center Building, in the city of San Diego, County of San Diego, State of California, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., on the 30th day of June, 1944, by reading the same to said Contractor (or by offering to read the same to him which was waived) and by leaving with the Contractor a true copy thereof.

LANE A. DODGE, Major, QMC

Contracting Officer

Subscribed and sworn to before me, this 30th day of June, 1944.

ARTHUR M. LEVY

2d Lt AUS

Summary Court

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 212/40905 ESA 1942-44 55-11 P320-05 S 04-623, the available balance of which is sufficient to cover cost of same.

J. F. KEEBLER

Fiscal Officer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of renewal of contract for water at Camp Callan 1944-45; being Document No. 349268.

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 21st day of June, 1944, 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, 1944, and ending June 30, 1945; 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, 1944, and ending June 30, 1945, 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, 1944.

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.

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

President

ATTEST: FRED W. SICK  
Secretary

GEO. B. BUCK  
Party of the Second Part

I hereby approve the form of the foregoing Agreement this 21st 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 Agreement with George B. Buck as consulting actuary for City Employees' Retirement System; being Document No. 349276.

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

By Francis T. Tatten Deputy

#### LICENSE

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, does hereby grant a license to THE UNITED STATES OF AMERICA to go upon and use the hereinafter described area of city-owned land, for the purpose of using during the construction of a water pipeline, which construction is about to be undertaken by the United States of America, acting by and through the Federal Works Agency, upon premises contiguous to said lands, and for which an encroachment permit has been granted by the City to the United States of America. The area covered by this license is described as follows:

Lot 5, Section 25, Township 14 South, Range 4 West, and the "Cassidy 10-Acre" tract of the Sorrento Lands and Townsite, as shown on Map No. 483, on file in the office of the County Recorder of San Diego County, California.

The license hereby granted is upon the express condition that the licensee shall at all times during the use of said premises take all reasonable precautions against injury to persons or damage to property as a result of the use permitted to it hereunder.

The City and its agents will assume no obligation or liability for any damage to persons or private property that may result by reason of any use of said property under the authority of this license.

IN WITNESS WHEREOF The City of San Diego has caused this license to be executed by its City Manager, acting under and pursuant to a resolution authorizing such execution, this day of April, 1942.

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 License to the United States to construct the Sorrento Pipe Line FWA Docket Calif. 4-140 Unit #1; being Document No. 349277.

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

By Francis T. Tatten Deputy

#### ENCROACHMENT PERMIT

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, subject to all of the terms, conditions and restrictions 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 certain lands, located as follows:

Ten feet on each side of the center line of Sorrento Pipe Line across Lots 4, 5, 6 and 7, Section 25, Township 14 South, Range 4 West, and across Pueblo Lot 1339, Pueblo Lot 1362, Lots 21A and B, Cassidy Ten-Acre Tract and Lot 22C, all of Sorrento Lands and Townsite, and Pueblo Lots 1361 and 1334, except for the crossing of the right of way of The Atchison, Topeka and Santa Fe Railway Company in Pueblo Lot 1362, said center line being described as follows:

Beginning at a point on the North line of Lot 4 of Section 25, Township 14 South, Range 4 West, San Bernardino Base and Meridian, in the County of San Diego, California, said point of beginning being Easterly 297.85 feet from the Northwest corner of said Lot 4; thence South 58° 12' 14" East, 44.24 feet; thence along a curve concave to the Southwest and tangent to the last mentioned course, said curve having a central angle of 34° 54' 30", a radius of 1275.00 feet, 776.81 feet to the end of said curve and its point of tangency with the next succeeding course; thence South 23° 17' 44" East, 2381.01 feet across Lots 4, 5, 6 and 7 of said Section 25, to a point on the Northeasterly boundary line of The City of San Diego, said point being South 47° 02' 44" East, 201.59 feet from the Northwestern Corner of Lot 7 of Section 25; thence in Pueblo Lots 1339 and 1362 of the Pueblo Lands of San Diego, continuing the same course South 23° 17' 44" East, 2114.77 feet to the beginning of a curve concave to the East and tangent to the last mentioned course; thence along said curve, having a radius of 3110.20 feet, 167.30 feet to the intersection of the herein described center line and the Northeasterly boundary of the Right of Way of The Atchison, Topeka and Santa Fe Railway, said point being radially opposite Station 1365+18 of said Railroad Survey, and Northeasterly 75 feet from the center line of said Survey; the lateral lines described in this permit in all cases to be shortened or extended to terminate on all intersected lines herein referred to.

Also, beginning at a point on the Southwesterly line of the 150-foot Right of Way of The Atchison, Topeka and Santa Fe Railway, and distant 75 feet radially from Station 136+04 of the Center line survey of said railway, said Station being a point on a 1° 10' railroad curve, and 249.9 feet Northwesterly from the beginning of said curve; thence from said point of beginning South 39° 10' 16" West, 794.49 feet across Lot 21-B, the "Cassidy 10A" tract,

and Lot 22-C of the Sorrento Lands and Townsite, as shown on Map No. 483, on file in the office of the County Recorder of San Diego County, California, to a point on the West line of Lot 22-C of the Sorrento Lands and Townsite, and 50 feet Southerly of the Northwest Corner of said Lot, said West line being also the Easterly line of the unsubdivided portion of Pueblo Lot 1361 of the Pueblo Lands of San Diego; thence continuing on the same course South 39° 10' 16" West, 408.95 feet across Lots 1361 and 1334 of said Pueblo Lands to a point; thence South 6° 25' 16" West, 86.56 feet to the "End of Work" of proposed water line, from which "End of Work" point connections will be made to existing lines of The City of San Diego; the lateral lines described in this permit in all cases to be shortened or extended to terminate on all intersected lines herein referred to.

The right to install the pipeline across the right of way of The Atchison, Topeka and Santa Fe Railway Company in accordance with the permit granted by the Railway Company to The City of San Diego.

Said installation shall be substantially in accordance with the plans and specifications therefor filed in the office of the City Clerk bearing Document No. 337709, and endorsed: "Federal Works Agency - Region No. 6. Federal Project No. Calif. 4-140 Water System San Diego, California. Plans, Special Conditions and Specifications Unit No. 1, Sorrento Pipe Line."

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 and in consequence of:

(a) Use, occupancy and enjoyment, in accordance with this license to the permittee, of the premises and rights of way of the City; 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 lands and premises of the said City, and to use, employ and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of said premises, or any undue interference with the operation and travel thereon or thereover.

During construction the street surface shall be kept free from construction materials, waste, nails and all debris. Wherever possible spoil banks from the excavation shall be piled on the side away from the roadways, and shall not obstruct traffic more than necessary.

The permittee shall promptly repair all damage to pavement occasioned by its operations, and if not promptly attended to after notice by the City, the City shall have the right to make necessary repairs or replacements, the expenses thereof to be paid by the permittee.

The City and its agents will assume no obligation for any damage that may result to private property by reason of the work done under authority of this permit.

The installation work shall be done as quickly as possible to avoid unnecessary hazard to traffic. 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.

This permit shall be void unless the work herein contemplated shall have been completed within one year from the date hereof.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its Mayor and City Clerk thereunto duly authorized, this 22 day of April, 1942.

ATTEST: (SEAL)

FRED W. SICK City Clerk

THE CITY OF SAN DIEGO

By P. J. BENBOUGH

Mayor

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit FWA Docket Calif 4-140 Unit #1, Sorrento Pipeline; being Document No. 349278.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### ENCROACHMENT PERMIT

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, subject to all of the terms, conditions and restrictions 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 lands, rights of way and public streets of The City of San Diego, located as follows:

Beginning at a point from which the Southwest corner of the Northeast Quarter of Section 34, Township 16 South, Range 2 West, San Bernardino Base and Meridian bears South 27° 03' 12" West 247.53 feet, said point being the True Point of Beginning, and further identified as being Station 800+67.40 of the present survey and description; thence from said True Point of Beginning along a curve concave to the Northeast, and tangent at said station to a line having a bearing of North 62° 45' 50" West having a radius of 1720.00 feet, through a central angle of 4° 53' 09", 146.67 feet to Station 802+14.07, being a point of reverse curvature; thence along a curve concave to the Southwest having a radius of 1720.00 feet through a central angle of 4° 53' 09", 146.67 feet to the end of said curve, being Station 803+60.74; thence North 62° 45' 50" West 189.16 feet to Station 805+49.90; thence North 61° 48' West, 1912.99 feet to Station 824+62.89, being the beginning of a curve concave to the Northeast, having a radius of 1000.00 feet through a central angle of 6° 03', 105.60 feet to Station 825+68.49; thence North 55° 45' 00" West, 2156.07 feet to Station 847+24.57, being the beginning of a curve concave to the Southwest, having a radius of 300 feet, through an angle of 12° 32', 65.62 feet to Station 847+90.18; thence North 68° 17' 00" West, 64.41 feet to Station 848+54.59, said station being the intersection of herein described center line, and the westerly line of Winona Avenue, as shown on Map of Fairmount Addition, as per Map No. 1347, on file in the office of the Recorder of San Diego County, said point of intersection being 35.32 feet Northerly from the Southeast corner of Lot 3 of Block 7 of said Fairmount Addition; said westerly line of Winona Avenue being the end of the 20-foot width of the present easement.

Thence in and across the several lots of said Fairmount Addition and public streets as shown thereon, beginning at the above-described Station 848+54.59; thence North 68° 17' 00" West 654.32 feet to Station 855+08.91; thence North 75° 13' West 19.43 feet to Station 855+28.34, being a point on the Northwest line of Lantana Drive, as shown on said Map of Fairmount Addition and distant North 35° 00' West 8.05 feet from the Northeasterly extremity of that curve extending Southerly from a point on the Westerly line of Lot 61 of Block 4 of the before mentioned Fairmount Addition; thence in said Lantana Drive North 75° 13' West 9.06 feet to a connection with the hub end of an existing thirty-inch cast iron water pipe of the Water Department, City of San Diego.

Said installation shall be substantially in accordance with the plans and specifications therefor filed in the office of the City Clerk bearing Document No. 337708, and endorsed: "Federal Works Agency - Region No. 6, Federal Project No. Calif. 4-140 Water System San Diego, California, Plans, Special Conditions and Specifications Unit No. 5, Chollas Pipe Line."

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 and in consequence of:

(a) Use, occupancy and enjoyment, in accordance with this license to the permittee, of the premises and rights of way of the City; 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 lands, premises and rights of way of the said City, and to use, employ and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of said premises, or any undue interference with the operation and travel thereon or thereover.

During construction the street surface shall be kept free from construction materials, waste, nails and all debris. Wherever possible spoil banks from the excavation shall be piled on the side away from the roadways, and shall not obstruct traffic more than necessary.

The permittee shall promptly repair all damage to pavement occasioned by its operations, and if not promptly attended to after notice by the City, the City shall have the right to make necessary repairs or replacements, the expense thereof to be paid by the permittee.

The City and its agents will assume no obligation for any damage that may result to private property by reason of the work done under authority of this permit.

The installation work shall be done as quickly as possible to avoid unnecessary hazard to traffic. 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.

This permit shall be void unless the work herein contemplated shall have been completed within one year from the date hereof.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its Mayor and City Clerk thereunto duly authorized, this 22 day of April, 1942.

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

ATTEST: (SEAL)

FRED W. SICK City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment permit FWA Chollas Pipeline (Calif. Docket 4-140) Unit #5; being Document No. 349279.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That Herman Chilton d/b/a/ HERMAN GOLDBERGER AGENCY, as Principal and AMERICAN SURETY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED THIRTY-FOUR Dollars (\$434.00), lawful money of the United States of 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 July, 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: Magazines and newspaper subscriptions for the period beginning September 1, 1944 and ending August 31, 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.

HERMAN CHILTON d/b/a/  
HERMAN GOLDBERGER AGENCY  
HERMAN CHILTON  
Principal

ATTEST: F. THEODORE CONLAN  
COUNTERSIGNED at Los Angeles, Calif.  
By F. C. PEAK JR.

Resident Licensed Agent

AMERICAN SURETY COMPANY OF NEW YORK  
By W. I. WHITLEY Resident Vice-President  
Attest; E. KIBBY Resident Assistant  
Secretary

Sureties (SEAL)

I HEREBY APPROVE the form of the foregoing Bond this 25th day of July, 1944.

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

I HEREBY APPROVE the foregoing Bond this 25th day of July, 1944.

WALTER W. COOPER City Manager  
By G. A. 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 July, 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 Herman Chilton d/b/a/ HERMAN GOLDBERGER AGENCY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Magazine and newspaper subscriptions for the period beginning September 1, 1944 and ending August 31, 1945, in accordance with the Master List of said subscriptions filed in the office of the City Clerk of said City under Document No. 348241, 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 Seven Hundred Thirty-five and 70/100 Dollars (\$1735.70).



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 Seven Hundred Thirty-five and 70/100 Dollars (\$1735.70), 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.

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. 79690 of the Council authorizing such execution, and the contractor has caused this contract to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER City Manager  
By G. A. Rick  
Herman Chilton d/b/a/  
HERMAN GOLDBERGER AGENCY  
HERMAN CHILTON

ATTEST: F. THEODORE CONLAN

Contractor

I hereby approve the form and legality of the foregoing contract this 25th day of July, 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 Contract with Herman Goldberger Agency for furnishing magazine and newspaper subscriptions; being Document No. 349304.

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

By Francis T. Patten Deputy

#### FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 25th day of July, 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 1. 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 Powder House Canyon Trunk

Sewer No. 7, Unit No. 2, between Robinson Avenue and U. S. Naval Hospital, including man-holes and appurtenances, complete, with the exceptions of Items 1, 2, and 3, hereinafter set forth, in strict conformity with the plans and specifications prepared therefor by the City Clerk of said City as Document No. 348529 on June 9th, 1944, at and for the lump sum price of \$55,940.00; Fifty-five thousand nine hundred forty Dollars and no Cents; and also agrees to furnish any and all required labor, equipment, materials and services necessary 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 as required, including necessary excavation, at \$18.00; Eighteen Dollars and no Cents per cubic yard of concrete in place.

Item 2: 1:3:5 mix Portland Cement Concrete as required, including necessary excavation, at \$15.00; Fifteen Dollars and no Cents per cubic yard of concrete in place.

Item 3: Crushed rock base and crushed rock backfill, including necessary excavation, at \$4.00; Four Dollars, and no Cents per cubic yard of rock in place;  
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 9th day of June, 1944, marked "Document No. 348529" and endorsed, "Contract Documents for Powder House Canyon Trunk Sewer No. 7, Unit No. 2, between Robinson Avenue and U. S. Naval Hospital", said plans consisting of 6 sheets and said specifications consisting of 41 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 anyone, for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this Contract, of which he is not patentee, or which he is not 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 City 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:

Classifications:	Per 8 hour day
Air Tool Operator (Jackhammerman, Vibrator)	\$9.00
Blacksmith	11.00
Bricklayer	12.00
Bricklayer Tender	9.00
Carpenter	10.80
Cement Finisher	12.00
Electrician - Journeyman	13.60
Fireman and Oiler	9.00
Laborers, unskilled	7.00
Laborers, building	7.00
Laborers, underground	8.00
Laborers, Tunnels:	
Miner (hand or machine)	9.80
Motorman	9.80
Cribbers or Shorers	9.80
Powderman	9.80
Chucktender	8.20
Laborers, special:	
Asphalt, raker and ironer	9.00
Sewer pipe layer (excluding caulker)	10.00
Caulker (using tools)	9.00
Tarman and motorman	8.00
Mechanic - Heavy Duty Repairman	12.00
Plumber	12.00



## Operating Engineers:

Asphalt Plant Engineer	12.00
Asphalt Plant Fireman	11.00
Air Compressors	10.00
Bulldozers	12.00
Crane, derricks, draglines and shovels less than 1 yd.	13.00
Crane, derricks, draglines and shovels 1 yd. and over	14.00
Hoists, material	11.00
Mixers, skip type	11.00
Mixers, paving type	13.00
Pavement breaker operator	11.00
Pumps	10.00
Roller	11.00
Tow Blade or Grader	11.00
Tractor, with boom attachments	12.00
Trenching machine	12.00
Reinforcing steel worker	12.00
Teamster	7.40
Truckdriver, less than 6 tons	7.60
Truckdriver, 6 to 15 tons	8.00
Truckdriver, 15 to 20 tons	9.40
Clerk	8.00
Timekeeper	7.00
Watchman	7.00
Painter	10.80

Labor Foreman to receive \$9.00 per diem

Special Labor Foreman to receive \$2.00 per diem above special classified laborers.

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.

Payment shall be made for necessary work performed on legal holidays, including Sundays, and other overtime work when permitted by law, at the rate of time and one-half.

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 caused these presents to be executed, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
G. C. CRARY  
H. DE GRAFF AUSTIN  
ERNEST J. BOUD  
PAUL J. HARTLEY  
CHARLES C. DAIL  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK City Clerk  
(SEAL)

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 25 day of July, 1944.

J. F. DuPAUL

City Attorney of The City of San Diego

## 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 Fifty-five thousand nine hundred forty dollars (\$55,940.00) (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 21st day of July, 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 Powder House Canyon Trunk Sewer No. 7, Unit No. 2, between Robinson Avenue and U. S. Naval Hospital, including manholes and appurtenances, in and 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 9th day of June, 1944, marked "Document No. 348529" and endorsed, "Contract Documents for Powder House Canyon Trunk Sewer No. 7, Unit No. 2, between Robinson Avenue and U. S. Naval Hospital" said plans consisting of 6 sheets, and said specifications consisting of 41 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized the day and year first hereinabove written.

B. G. CARROLL

Principal

MARYLAND CASUALTY COMPANY

By F. F. EDELEN Its Attorney in Fact  
Surety (SEAL)

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

STATE OF CALIFORNIA

ss.

County of San Diego

On this 21st day of July, 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 presents, 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

I hereby approve the form of the within Bond this 25 day of July, 1944.

J. F. DuPAUL

City Attorney of The City of San Diego, California

Approved by a majority of the members of the Council of The City of San Diego this 25th day of July, 1944.

HARLEY E. KNOX

G. C. CRARY

H. DE GRAFF AUSTIN

ERNEST J. BOUD

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 Twenty-seven thousand nine hundred seventy Dollars (\$27,970.00), (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 July, 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 Powder House Canyon Trunk Sewer No. 7, Unit No. 2, between Robinson Avenue and U. S. Naval Hospital, including manholes and appurtenances, 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 June, 1944, marked "Document No. 348529" and endorsed "Contract Documents for Powder House Canyon Trunk Sewer No. 7, Unit No. 2, between Robinson Avenue and U. S. Naval Hospital" said plans consisting of 6 sheets and said specifications consisting of 41 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Twenty-seven thousand nine hundred seventy Dollars (\$27,970.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors

administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of claims of persons employed by contractors upon public works, and the 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

B. G. CARROLL

Principal

MARYLAND CASUALTY COMPANY

By F. F. EDELEN Its Attorney in Fact.  
Surety (SEAL)

ATTEST:

STATE OF CALIFORNIA

ss

County of San Diego

On this 21st day of July, 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 25 day of July, 1944.

J. F. DuPAUL

City Attorney of the City of San Diego, California

Approved by a majority of the members of the Council of The City of San Diego this 25th day of July, 1944.

HARLEY E. KNOX

G. C. CRARY

H. DE GRAFF AUSTIN

PAUL J. HARTLEY

ERNEST J. BOUD

CHARLES C. DAIL

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK

(SEAL)

City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with B. G. Carroll for Powder House Canyon Trunk Sewer No. 7 Unit No. 2 between Robinson Avenue and U. S. Naval Hospital; being Document No. 349312.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Address Reply to UNITED STATES COAST GUARD  
DISTRICT COAST GUARD OFFICER(fs) Long Beach (2), California  
ELEVENTH NAVAL DISTRICT  
Refer to File: 500

C O P Y

25 July, 1944

City Water Department  
Room 164, Civic Center  
San Diego, California  
Gentlemen:

This is to inform you that Contract No. T40cg-241, for water service to Beach Patrol S-30, 3305 Ocean Front Walk, Mission Beach, California, is hereby cancelled and your meter number 988-315-A43994 should be disconnected immediately.  
By direction of District Coast Guard Officer.

Very truly yours,

H. E. SOLOMON (Sgd)

H. E. SOLOMON Lieut. Comdr., USCG

District Finance & Supply Officer

C O P Y

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of water contract at 3305 Ocean Front Walk for United States Coast Guard; being Document No. 349318.

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 moving and remodeling of residence.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
City of San Diego

} ss

Alta I. Justice, after being first duly sworn, for herself deposes and says;  
That I am the owner of the hereinafter described real property; Lot "A" Block Two hundred nineteen (219) Subdivision Mission Beach, located at 817 Vanitie Court;  
That I desire to move a residence onto the above described property and remodel;  
That I, in consideration of approval granted by the City of San Diego to move said building and make the necessary alterations; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will construct a continuous foundation; paint a suitable color; comply with the plans shown in Document No. 349323, on file in the office of the City Clerk and will complete all of the above requirements within 60 days.  
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.

ALTA I. JUSTICE  
1802 Clove St.

On this 29th day of July 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 Alta I. Justice 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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Alta I. Justice regarding moving and remodeling of residence; being Document No. 349329.

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, Elizabeth Goodwin is the owner of Lot West 1/2 of L, Block 104, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this seventeenth day of July, by Elizabeth Goodwin that she will, for and in consideration of the permission granted to remove (11) eleven feet of curbing on Market St between Thirteenth and Fourteenth, adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at 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.

ELIZABETH GOODWIN  
1333 Market Street,  
San Diego, Calif.

STATE OF CALIFORNIA,

} ss.

County of San Diego,

On this 28th day of July, A.D. Nineteen Hundred and Forty four, before me, John A. Carnes, 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 subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

My Commission expires Nov. 28, 1945

JOHN A. CARNES  
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 July, 1944.

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

Deputy City Attorney

RECORDED AUG 3 1944 6 min. past 9 A.M. in Book 1728 at page 91 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Elizabeth Goodwin; being Document No. 349330.

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

By Francis T. Tatten Deputy



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 and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THREE HUNDRED FIFTY-TWO Dollars (\$1352.00), lawful money of the United States of 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 July, 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: 3000' Enameline cast iron pipe and 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.

AMERICAN CAST IRON PIPE COMPANY  
CLAUDE R. BROWN  
Principal  
UNITED STATES GUARANTEE COMPANY  
By R. G. HILLMAN Attorney-in-Fact  
And M. S. BANKS Attorney-in-Fact  
Sureties (SEAL)

ATTEST: M. L. FARRELL  
The premium charged for this bond is \$4.05

I HEREBY APPROVE the form of the foregoing Bond this 31st day of July, 1944.  
J. F. DuPAUL, City Attorney  
By J. H. McKINNEY  
Deputy City Attorney  
I HEREBY APPROVE the foregoing Bond this 31st day of July, 1944.  
GLENN A. RICK  
Asst. City Manager

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

On this 21st day of July, A.D. 1944, before me, S. P. Gage, a Notary Public in and for the said County and State, personally appeared R. G. Hillman and M. S. Banks, known to me to be the persons whose names are subscribed to the within Instrument, as the Attorneys-in-Fact of United States Guarantee 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) S. P. GAGE  
Notary Public in and for said County and State  
My Commission expires July 1, 1945

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 31 day of July, 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 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:

- 3000 ft. 12" B&S Mono-cast "Enameline" centrifugal pipe, Class 150, in 16" lengths, weighing approximately 68.5 pounds per foot, for 150 pounds working pressure;
- 1 16" all bell tee, Class "D", cement lined
  - 2 12" all bell tees, cement lined
  - 1 12" x 8" all bell cross, cement lined
  - 2 12" x 8" B&S reducers, S.E.B. cement lined
  - 4 B&B 45° bends, cement lined
  - 6 6" flanged 90° bends, cement lined, 16" CtoF
  - 3 6" flanged & flanged pipe, 18" lg. cement lined
  - 1 16" solid sleeve, 15" lg. Class "D"
  - 1 12" solid sleeve, 14" lg.
  - 2 8" solid sleeves, 12" lg.

In accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 348701.

Delivery f.o.b. cars San Diego, California, 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.

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

	Unit Bid Price	Total Price, Sales Tax Inc.
3000' - 12" cast iron "Enameline" pipe, per ft.	\$ 1.64	\$5043.00
1 - 16" Class "D" cement lined C.I. tee	\$57.17	58.60
2 - 12" " " " " "	\$30.21	61.92
1 - 12"x 8" " " " " cross	\$32.16	32.96
2 - 12"x 8" B&S " " " reducers	\$13.63	27.95
4 - 12" B&B 45° " " " bends	\$18.11	74.25
6 - 6" flanged 90° " " " bends 16" CtoF	\$ 7.98	49.08
3 - 6" flanged & flanged pipe, cement-lined 18" lg.	\$ 6.48	19.93
1 - 16" solid sleeve, 15" lg. Class "D"	\$16.78	17.20
1 - 12" " " 14" "	\$ 9.57	9.81
2 - 8" " " 12" "	\$ 5.72	11.72
		\$5406.42

Freight, @ \$22.00 per net ton.....  
2322.80  
\$7729.22

The City agrees to pay the freight on said material from the contractor's foundries in Birmingham, Alabama.

Said contractor agrees to begin delivery of said material within fifteen days from and after the date of the execution of this contract, and to complete said delivery on or before the 1st day of September, 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: Five Thousand Four Hundred Six and 42/100 Dollars (\$5406.42), exclusive of freight cost, but including California State Sales Tax, said payments to be made as follows:

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

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. 79710 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 GLENN A. RICK

Asst. City Manager

AMERICAN CAST IRON PIPE COMPANY

CLAUDE R. BROWN,

Contractor.

ATTEST: M. L. FARRELL

I hereby approve the form and legality of the foregoing contract this 31st day of July, 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 American Cast Iron Pipe Company for 3000 feet of "Enameline" cast iron pipe and fittings; being Document No. 349374.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 and no/100 DOLLARS (\$723.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of July, 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 INDIA STREET, KETTNER BOULEVARD, CALIFORNIA STREET, MOORE STREET, HANCOCK STREET, HARASTHY STREET, ANDREWS STREET, WINDER STREET, within the limits and as particularly described in Resolution of Intention No. 79351, adopted by the Council of said City on April 10, 1944, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

ATTEST: J. A. CANNON  
Secretary

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

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

THE CENTURY INDEMNITY COMPANY  
By FRANKLIN T. HALE  
Attorney in Fact  
Surety (SEAL)

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

On this 27th day of July, 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 1st day of August, 1944.  
J. F. DuPAUL  
City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 79755 passed and adopted on the 18th day of July, 1944, 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  
By AUGUST M. WADSTROM,  
Deputy

CONTRACT FOR STREET LIGHTING  
Five Points Lighting District No. 1

THIS AGREEMENT, made and entered into this 1st day of August, 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:

INDIA STREET, between the southeasterly line of Andrews Street and the northwesterly line of Chalmers Street;  
KETTNER BOULEVARD, between the southeasterly line of Winder Street and the northwesterly line of Chalmers Street;  
CALIFORNIA STREET, between a line parallel to and distant 10.00 feet northwesterly from the southwesterly prolongation of the southeasterly line of Pringle Street, and the northerly line of Hancock Street;  
MOORE STREET, between the southeasterly line of Noell Street and the southwesterly line of California Street;  
HANCOCK STREET, between the southeasterly line of Harasthy Street and the northwesterly line of Chalmers Street;  
HARASTHY STREET, between the northwesterly prolongation of the northeasterly line of Pacific Highway and the southwesterly line of California Street;  
ANDREWS STREET, between the northeasterly line of California Street and the southwesterly line of India Street; and  
WINDER STREET, between the northeasterly line of Hancock Street and the southwesterly line of Kettner Boulevard.

Such furnishing of electric current shall be for a period of one year from and including August 5, 1944, to and including August 4, 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 Five Points Lighting District No. 1", filed May 5, 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 Thousand Ninety-two and no/100 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 and no/100 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 and no/100 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.

(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  
G. C. CRARY  
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 AUGUST M. WADSTROM,  
Deputy

I hereby approve the form of the foregoing Contract, this 1st day of August, 1944.  
J. F. DuPAUL,

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 Five Points Lighting District No. 1; being Document No. 349378.

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 F. E. YOUNG, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF A HOSPITALITY CENTER AT COLUMBIA AND E STREETS, IN THE CITY OF SAN DIEGO, CALIFORNIA, WHICH SAID CONTRACT IS DATED MAY 1, 1944, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 347984.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by F. E. Young, for the construction of a Hospitality Center at Columbia and E Streets, in The City of San Diego, California, and which said contract is dated May 1, 1944, and is on file in the office of the City Clerk of said City as Document No. 347984, 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 July 26, 1944.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on August 1, 1944, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by F. E. Young. 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 1st day of August, 1944.

(SEAL)

THE CITY OF SAN DIEGO  
By FRED W. SICK  
City Clerk

#### RESOLUTION NO. 79811

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated July 26, 1944, on file with the City Clerk, that the work performed and materials furnished by F. E. Young, under his contract with the City for the construction of a Hospitality Center at Columbia and E Streets, in The City of San Diego, California, which contract is dated May 1, 1944, and is on file in the office of the City Clerk of said City as Document No. 347984, 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 F. E. Young under his contract for the construction of a Hospitality Center at Columbia and E 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 1st day of August, 1944, by the following vote, to-wit:

YEAS - Councilmen: Crary, 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.

(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. 79811 of the Council of the City of San Diego, California, as adopted by said Council AUG 11 1944.

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

RECORDED AUG 1 1944 38 min. past 3 P.M. in Book 1716 at page 325 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. 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 Notice of Completion and Acceptance of Work and Materials for Hospitality Center by F. E. Young; being Document No. 349380.

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

By Francis T. Taven Deputy

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

THIS AGREEMENT, made this 25th day of July, 1944, 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, 1943, to June 30, 1944, 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 Auditors agree to commence said audit on or before the 1st day of August, 1944, and to fully complete the same on or before the 31st day of December, 1944.

(4) The City agrees to pay to said Auditors for said completed audit the sum of two thousand two hundred dollars (\$2,200.00).

The amount to be paid to said Auditors on account of said audit, to-wit, the sum of two thousand two hundred dollars (\$2,200.00) shall be payable in the following manner: Twenty-five per cent (25%) thereof when twenty-five per cent (25%) of said audit shall have been completed; twenty-five per cent (25%) when fifty per cent (50%) of said audit shall have been completed; and twenty-five per cent (25%) when seventy-five per cent (75%) of said audit shall have been completed. The Auditors shall render to the Manager progress reports whenever required by him, and his determination as to progress of the audit shall be final and binding upon the Auditors.

The withheld portion of said two thousand two hundred dollars (\$2,200.00), 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. 79783 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 and legality of the foregoing contract this 19 day of July, 1944.

J. F. DuPAUL  
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 \$2,200.00

Dated July 22, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL APPROP'N. JC to L. S. EVERTS & C. M. ESENOFF

Memo for ANNUAL AUDIT

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Everts and Esenoff for annual audit of City books; being Document No. 349382.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

**ENCROACHMENT PERMIT**

THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, subject to all of the terms, conditions and restrictions hereinafter recited, does hereby grant 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 lands, rights of way and public streets of The City of San Diego, and over easement secured by the City from the Board of Regents, University of California, in Pueblo Lot 1298, all as shown on the drawings of the Water Department of The City of San Diego, identified as "Federal Works Agency, Docket Calif. 4-140, Water System, San Diego, UNIT 4- LA JOLLA SHORES PIPE LINE, Plan and Profile, Drawing F.W.A. 4," Sheets 2, 3, 4, 5 and 6 of 6, which are on file in the office of the City Clerk of The City of San Diego, bearing Document No. 349084, and are by reference thereto made a part of this permit. Said installation shall be substantially in accordance with the plan and profile and specifications hereinbefore referred to.

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, easements and rights of way of the City; 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 lands, easements, premises and rights of way of the said City, and to use, employ and maintain said facilities with all reasonable diligence and precaution to avoid damage to or obstruction of the said premises, or any undue interference with the operation and travel thereon or thereover.

The permittee will at all times during the construction, installation and operation of said pipeline keep the street surface free from construction materials, waste, nails and all debris, and will cause, wherever possible, spoil banks from the excavation to be piled on the side away from the roadways, and shall not obstruct traffic more than necessary.

The permittee shall promptly repair all damage to pavement occasioned by its operations, and if not promptly attended to after notice by the City, the City shall have the right to make necessary repairs or replacements, the expense thereof to be paid by the permittee.

The permittee shall cause the construction and installation of said pipeline to be done as quickly as possible to avoid unnecessary hazard to traffic, and shall provide adequate barricades, flagmen and lights to protect the public until the work is completed and the surface entirely restored.

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.

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 or easements over 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.

This permit shall be null and void unless the work herein contemplated shall have been completed within one year from the date hereof.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its Mayor and City Clerk thereunto duly authorized, this 1st day of August, 1944.

(SEAL)

ATTEST: FRED W. SICK

City Clerk

THE CITY OF SAN DIEGO

By HARLEY E. KNOX

Mayor

I hereby approve the form and legality of the foregoing Encroachment Permit this 28th 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 Encroachment Permit to the United States for La Jolla Shores Pipeline; being Document No. 349383.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

**ASSIGNMENT OF LEASE**

FOR VALUE RECEIVED, the undersigned, George W. Marston does hereby sell, transfer and assign unto The City of San Diego, a Municipal Corporation all his right, title and interest in and to that certain Lease No. W-3460-eng-874 between George W. Marston and the United States of America, dated 1 October 1942, covering the following:



All that certain real property situate in the City of San Diego, County of San Diego, State of California and particularly described as follows, to-wit:

Lots G, H, I and J in Block 412 and all that portion of Lots 1, 3 and 4, lying Westerly of Jackson Street, Block 423, Old San Diego as shown on map drawn by James Pascoe, 1870 and filed February 4, 1876 with the City Engineer.

Located on the westerly line of Jackson Street between Whitman and Chestnut Streets. Community Recreation Grounds.

Containing: Land: 52,500 square feet - Building: 404 square feet. Total square feet - 52,909.

TOGETHER WITH all rents and claims for damages, if any, accrued or to accrue thereunder from and after the date hereof, subject to all the terms and conditions of said lease, and hereby authorizes and directs the United States of America to pay all rents hereafter and to address all Notices to the above named assignee.

DATED 14th day of January 1944, at San Diego California.

WITNESS:

/s/ V.C. Welch

/s/ George W. Marston  
Lessor and Assignor

GEORGE W. MARSTON  
Lessor and Assignor

#### CERTIFICATE AND ACCEPTANCE OF ASSIGNMENT

The undersigned does hereby certify that it is the purchaser and assignee above named and does hereby accept said lease agreement and all the terms and conditions thereof and requests that all payments and notices thereunder be mailed to it at Civic Center, San Diego, California.

DATED 14th day of January 1944, at San Diego, California

ATTEST: (SEAL)

/s/ Fred W. Sick

FRED W. SICK, City Clerk

(SEAL)

THE CITY OF SAN DIEGO

Assignee

/s/ Walter W. Cooper

Walter W. Cooper City Manager

I, Fred W. Sick, certify that I am the City Clerk of the corporation named as Assignee in the attached Certificate and Acceptance of Assignment; that Walter W. Cooper, who signed said Certificate and Acceptance of Assignment on behalf of the Assignee, was then City Manager of said corporation; that said Certificate and Acceptance was duly signed for and in behalf of said corporation by authority of its governing body, and within the scope of its corporate powers.

(SEAL)

/s/ Fred W. Sick

(CORPORATE  
SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment of Lease Agreement from George W. Marston to the City of San Diego of Community Recreation Grounds; being Document No. 349415.

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, Title Insurance and Trust Company, Trustee is the owner of Lot "F", Block 194, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of July, 1944, by Title Insurance and Trust Company, Trustee, that it will, for and in consideration of the permission granted to remove 22 feet of curbing on Second Avenue between A and Ash Streets and 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 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.

Dated at San Diego, California,  
this 28th day of July, 1944.

TITLE INSURANCE AND TRUST COMPANY, Trustee

By UNION TITLE INSURANCE AND TRUST COMPANY

Agent for Owner

By LLOYD BALDRIDGE Assistant Secretary (SEAL)  
1040 Second Avenue, San Diego, California

STATE OF CALIFORNIA,

County of San Diego,

} ss.

On this 28th day of July, A.D. Nineteen Hundred and forty-four, before me, G. Leona DuPaul, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lloyd Baldrige, Assistant Secretary of Union Title Insurance and Trust Company known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as such Assistant Secretary, on behalf of said Union Title Insurance and Trust Company.

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

(SEAL) 10829

G. LEONA DU PAUL  
Notary Public in and for the County of San Diego  
State of California

I HEREBY approve the form of the foregoing agreement this 3rd day of August, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 9 1944 30 min. past 3 P.M. in Book 1718 at page 376 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.

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 Title Insurance and Trust Company Trustee; being Document No. 349438.  
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 LOS ANGELES 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 1st day of July, 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, 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, 1944 and ending June 30, 1945, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

THE LOS ANGELES NEWS COMPANY  
Division of The American News Company  
H. S. WILLIAMS Vice Pres.

ATTEST: W. W. EICHLESON Secretary (SEAL)

Principal

UNITED STATES GUARANTEE COMPANY  
By JARED C. AIKEN Attorney-in-fact  
And ESTHER M. DANIELS Attorney-in-fact  
Sureties

(SEAL)

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

On this 1st day of July, A.D. 1944, before me, M. S. Banks, a Notary Public in and for the said County and State, personally appeared Jared C. Aiken 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) 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 foregoing Bond this 3rd day of August, 1944.

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

I HEREBY APPROVE the foregoing Bond this 3rd day of August, 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 July, 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 THE LOS ANGELES NEWS COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: The San Diego Public Library's requirements of trade books, which include fiction, miscellaneous non-fiction, juvenile; technical books, which include books on scientific study and research; text books, which include school, or class books on any subject; and books of a trade nature, published by smaller publishers, not listed in Trade List Annual, from time to time as ordered by the City, during the period commencing July 1, 1944 and ending June 30, 1945; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 348817.

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.....	35%
Technical books.....	10%
Text books.....	10%
Books of a trade nature.....	15%

EXCEPT, for publications by Gosset and Dunlap, whose prices are protected by Fair Trade Act forcing contractor to limit their discount to 25%. When 50 or more copies of a single title are ordered, contractor will give the 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:

<u>Webster's New International Dictionary</u>			
No. 1	\$22.50	No. 4	\$32.50
No. 2	27.50	No. 5	30.00
No. 3	27.50	No. 6	37.50
<u>Webster's Collegiate Dictionary</u>			
Nos. 7, 8 and 9 out of stock "for the duration."			
No. 9A	\$ 4.00	No. 11A	\$8.75
No. 10	5.50	No. 11B	8.75
No. 11	7.50		
<u>Webster's Dictionary of Synonyms</u>			
No. 40	\$ 3.50	No. 41	\$ 4.00

<u>Webster's New International Dictionary</u>				
1-11 copies	10%	discount	from	above price
12-23 "	15%	"	"	"
24-49 "	20%	"	"	"
50 and up	25%	"	"	"
<u>Webster's Collegiate Dictionary</u>				
1-24 copies	10%	"	"	"
25-49 "	15%	"	"	"
50-249 "	20%	"	"	"
250 and up "	25%	"	"	"
<u>Webster's Dictionary of Synonyms</u>				
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:

	<u>Discount off Publisher's Standard List Price</u>
Trade books.....	35%
Technical books.....	10%
Text books.....	10%
Books of trade nature.....	25%

EXCEPT, for publications by Gosset and Dunlap, whose prices are protected by Fair Trade Act forcing contractor to limit their discount to 25%. When 50 or more copies of a single title are ordered, contractor will give the 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 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. 79739 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



(SEAL) ATTEST:  
W. W. EICHLESON  
Secretary

I HEREBY APPROVE the form and legality of the foregoing contract this 3rd day of August, 1944.

THE LOS ANGELES NEWS COMPANY  
Division of The American News Company  
By H. E. WILLIAMS Vice President  
Contractor

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 Los Angeles News Company to furnish Public Library's requirements of trade books, etc.; being Document No. 349445.

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 10th 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 the City Manager thereof, as Lessor, and E. E. CLOUSE 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. 14 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 10 day of May, 1944.

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

E. E. CLOUSE Lessee  
Address: Jackson Rt #1 Ohio

I hereby approve the form of the foregoing Lease this 7 day of August, 1944.

J. F. DuPAUL,  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with E. E. Clouse of portion Pueblo Lot 1340; being Document No. 349478.

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

By Francis T. Tatten Deputy

#### B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, PALMER-BILT HOMES, a co-partnership consisting of Alex Oser and Alden Chas. Palmer, as principal and NEW YORK CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New York, and licensed to do business in the State of California, as sole surety, as surety, are jointly and severally bound unto any and all persons, companies, corporations or materialmen who furnish materials, provisions, provender, or other supplies used in, upon, for or about the performance of that certain work and improvements described in the contract between Palmer-Bilt Homes, a co-partnership consisting of Alex Oser and Alden Chas. Palmer and The City of San Diego contained in Document No. 349483, 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 such persons, companies or corporations, in the sum of SIX THOUSAND FIVE HUNDRED & NO/100 DOLLARS (\$6,500.00), lawful money of the United States, for which payment, well and truly to be made, we hereby

bind ourselves, our successors and assigns, jointly and severally, firmly by these presents. Sealed with our seals, and dated this 4th day of August, 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 Palmer-Bilt Homes, a co-partnership consisting of Alex Oser and Alden Chas. Palmer, or any sub-contractor of said Palmer Bilt Homes, 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.

PALMER-BILT HOMES, Principal  
ALEX OSER  
ALDEN CHAS. PALMER

NEW YORK CASUALTY COMPANY (SEAL)  
By: CHESTER N. MUNSON  
Attorney-in-Fact

STATE OF CALIFORNIA

County of San Diego

ss.

On this 4th day of August in the year of 1944 before me Alice M. Caldwell, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn, personally appeared Chester N. Munson known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the New York Casualty Company, and acknowledged to me that he subscribed the name of the New York Casualty Company thereto, as principal and his own name as Attorney-in-Fact.

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

(SEAL)

Alice M. Caldwell  
Notary Public in and for San Diego County

My Commission expires Aug. 16, 1947

I hereby approve the form of the foregoing Bond this 8th day of August, 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 8th day of August, 1944.

WALTER W. COOPER  
City Manager

#### BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Palmer-Bilt Homes, a copartnership consisting of Alex Oser and Alden Chas. Palmer, as principal, and New York Casualty Company, a corporation organized and existing under the laws of the State of New York and licensed to do business in the State of California as sole surety, as surety, are jointly and severally bound unto The City of San Diego, County of San Diego, State of California, a municipal corporation, in the penal sum of THIRTEEN THOUSAND DOLLARS (\$13,000.00), to be paid to said The City of San Diego, for which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of August, 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 Palmer-Bilt Homes, a copartnership consisting of Alex Oser and Alden Chas. Palmer shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said Palmer-Bilt Homes, a copartnership consisting of Alex Oser and Alden Chas. Palmer and the City of San Diego, and which said contract is contained in Document No. 349483, 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.

PALMER-BILT HOMES, Principal  
ALEX OSER  
ALDEN CHAS PALMER

NEW YORK CASUALTY COMPANY (SEAL)  
By: CHESTER N. MUNSON  
Attorney-in-Fact

STATE OF CALIFORNIA

County of San Diego

ss.

On this 4th day of August in the year of 1944 before me Alice M. Caldwell, a Notary Public, in and for the said County and State; residing therein, duly commissioned and sworn, personally appeared Chester N. Munson known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the New York Casualty Company, and acknowledged to me that he subscribed the name of the New York Casualty Company thereto, as principal and his own name as Attorney-in-Fact.

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

(SEAL)

Alice M. Caldwell  
Notary Public in and for San Diego County,

My commission expires Aug. 16, 1947

I hereby approve the form of the foregoing Bond this 8th day of August, 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 8th day of August, 1944.

WALTER W. COOPER  
City Manager

### AGREEMENT

THIS AGREEMENT, Made and entered into this 8th day of August, 1944, by and between PALMER-BILT HOMES, a co-partnership consisting of Alden Chas. Palmer and Alex Oser, 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 Talmadge Park Manor Unit I 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. 79150 adopted February 23, 1944;

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 Talmadge Park Manor Unit I by the City Council of The City of San Diego, promises and agrees with the party of the second part that it will do and perform or cause to be done and performed, in a good and workman-like manner, under the direction and to the satisfaction of the City Engineer of said party of the second part all of the work and improvements required to be done on a portion of Winona Avenue, Dick Street, 50th Street, 51st Street, Lucille Drive, Collierville Avenue and an unnamed alley, within the limits and as particularly shown in that certain document numbered 349379, filed in the office of the City Clerk of said City on August 1, 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. 349379, on file in the office of the City Clerk of said City, copies of which are on file in the office of the City Engineer of said City, approved and adopted by the Council of said City as the plans, profiles, drawings, typical cross-sections and specifications to be followed in making said improvement; and by reference thereto all said plans, profiles, drawings, typical cross-sections and specifications contained in said Document No. 349379, 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 February 1, 1945.

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 by its partners, 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. 79827 of the Council, authorizing such execution, the day and year in this agreement first above written.

PALMER-BILT HOMES,  
a co-partnership  
Party of the First Part;  
By ALEX OSER  
By ALDEN CHAS PALMER  
The co-partners

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 8th day of August, 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 Contract and Bond with Palmer-Bilt Homes in Talmadge Park Manor Unit I; being Document No. 349483.

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

By Francis T. Tolan 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, Al Rosenfeld is the owner of Lots 1, 2 and 3, Block 179, of Olmstead's Sub-division;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of August, 1944, by Al Rosenfeld that he will, for and in consideration of the permission granted to remove 16 feet of curbing on 14th Street between Broadway and C and C Streets, adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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.

AL ROSENFELD  
1135 Bush Str.

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 5th day of August, A.D. Nineteen Hundred and forty-four before me, Mary L. Hofmann, a Notary Public in and for said County, residing therein, duly commissioned and



sworn, personally appeared Al Rosenfeld known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MARY L. HOFMANN  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Feb 7, 1948  
I HEREBY approve the form of the foregoing agreement this 8th day of August, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED AUG 9 1944 30 min. past 3 P.M. in Book 1718 at page 372 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.

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 Al Rosenfeld; being Document No. 349496.

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, Geo. H. Freeman 455 Rosecrans St. is the owner of portion of Lot 1, Block 137, of La Playa;

NOW, THEREFORE, This AGREEMENT, signed and execution this 1 day of Aug. 1944, by Geo. H. Freeman that \_\_\_\_\_ will, for and in consideration of the permission granted to remove 20 feet of curbing on McCall St. between Rosecrans St. and San Antonio St., 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 Geo. H. Freeman Geo. H. Freeman heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GEO. H. FREEMAN  
455 Rosecrans

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

On this 2nd day of August, A.D. Nineteen Hundred and 44, before me, Ula B. Cannady, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. H. Freeman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) ULA B. CANNADY  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires October 30, 1945  
I HEREBY APPROVE the form of the foregoing agreement this 7th day of August, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED AUG 9 1944 30 min. past 3 P.M. in Book 1726 at page 163 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.

H KNIGHT

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Geo. H. Freeman; being Document No. 349497.

FRED W. SICK

City Clerk of the City of San Diego, California

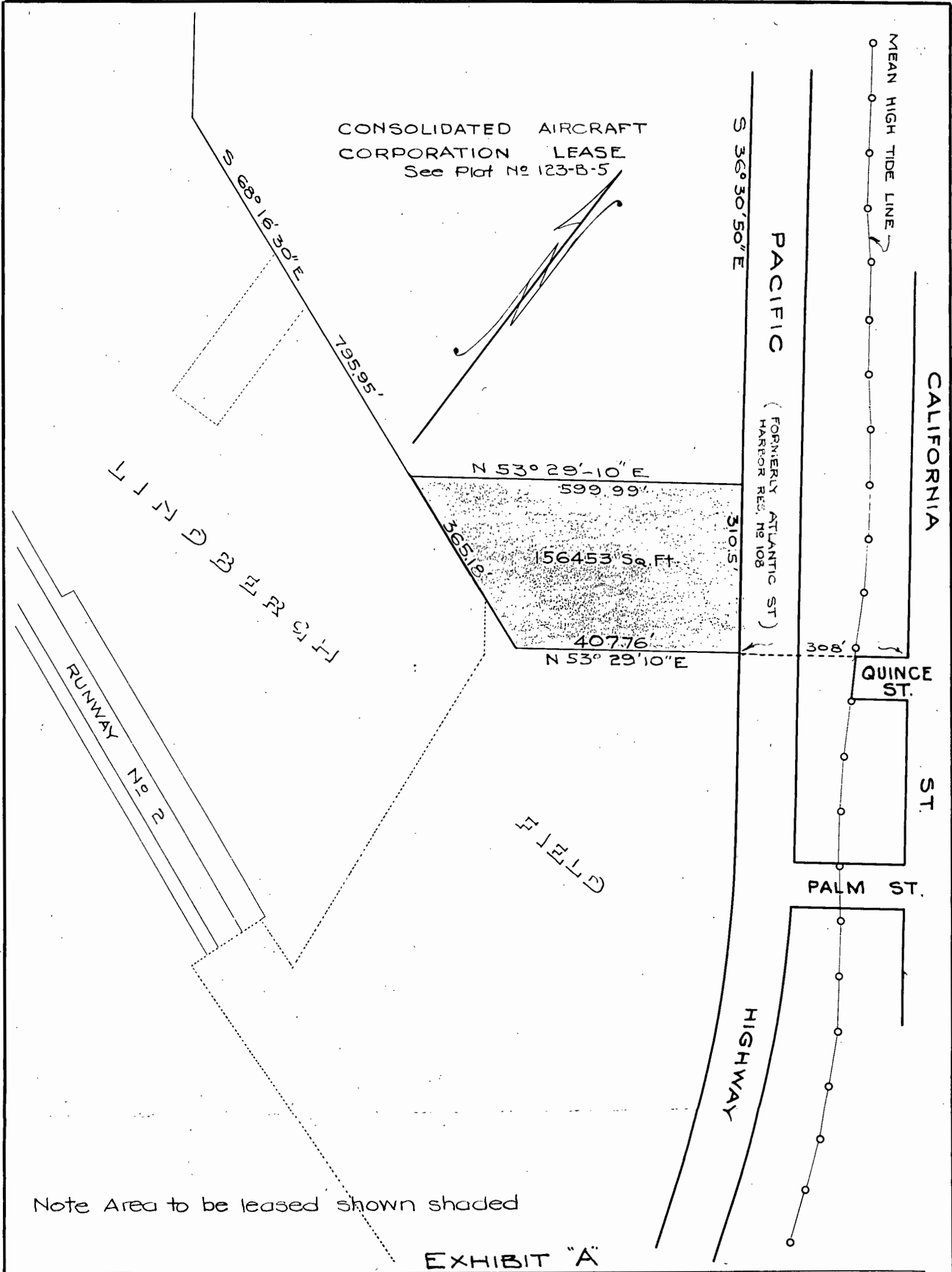
By Francis T. Patton Deputy

#### L E A S E

THIS INDENTURE OF LEASE, made and entered into this 15th day of August, 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 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



<p>DRAWN BY 3B TRACED BY CHECKED BY APPROVED</p> <p>PORT DIRECTOR</p>	<p>HARBOR DEPARTMENT CITY OF SAN DIEGO MUNICIPAL TIDELAND LEASE CONSOLIDATED VULTEE AIRCRAFT CORPORATION</p>	<p>DATE 8-12-44 SCALE 1" = 200' DRAWING No 123-B-6</p>
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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:

Beginning at the point of intersection of the southwesterly prolongation of the northwesterly line of Quince Street with 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; thence at right angles to Pacific Highway south  $53^{\circ} 29' 10''$  west a distance of 407.76 feet to a point; thence north  $68^{\circ} 16' 30''$  west a distance of 365.18 feet, more or less, to the most southerly corner point of that tideland Parcel No. 4 leased to Consolidated Vultee Aircraft Corporation; thence north  $53^{\circ} 29' 10''$  east along the southeasterly line of said leased Parcel No. 4 a distance of 599.99 feet to the most easterly corner thereof, said corner being on the southwesterly line of said Pacific Highway; thence south  $36^{\circ} 30' 10''$  east along the southwesterly line of said Pacific Highway to the point or place of beginning; containing 156,453 square feet of tideland area.

Said described lands being shown and designated on Harbor Department Drawing No. 123-B-6, 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.

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 years commencing on the 15th day of August, A.D. 1944, and extending to the 31st day of March, A.D., 1983, at and for the following rental:

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 Corporation's business, the financial position of the Corporation, 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 yearly in advance on or before the first day of April of each year of said term; provided, however, that that proportion of the rent from the 15th day of August, A.D. 1944, to the 1st day of April, A.D. 1945, shall be paid upon the date of the execution of this lease.

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.

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 Lindberg 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 ordinances 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 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 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 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 purpose.

(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 extension thereof.

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

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the term hereby granted, the Corporation shall, provided it is not then in default as to any of the terms or conditions herein contained, have the right to a renewal of this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of fifty (50) years; provided, further, that if the Corporation shall desire and intend to avail itself of the right to such renewal it shall notify the City in writing thereof at least one year prior to the expiration of the term of this lease, and not more than five (5) years nor less than two (2) years prior to the expiration of 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 obligations to make such renewal, provided the City has itself given the notice to the Corporation herein provided for.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Corporation, Lessee as aforesaid, has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers, and this instrument when so executed shall be deemed effective from the date first hereinabove written.

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

THE CITY OF SAN DIEGO Lessor

By R. H. VAN DEMAN

EMIL KLICKA

WILLIAM HARPER

Members of the Harbor Commission of The City of San Diego

CONSOLIDATED VULTEE AIRCRAFT CORPORATION  
Lessee

By HARRY WOODHEAD

President

ATTEST: R. A. BUSSEY (SEAL)  
Assistant Secretary

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

On this 15th day of August, 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 Klicka 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.

(SEAL)  
My Commission expires July 2-1947  
I hereby approve the form of the foregoing Lease this 15th day of August, 1944.

ZOLA E. GARTNER  
Notary Public in and for the County of San Diego,  
State of California  
J. F. DuPAUL  
J. F. DuPaul, City Attorney  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Patten Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 10 day of July 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 COUNCIL OF THE CITY OF SAN DIEGO, a Municipal Agency of the 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 used by said City; and

WHEREAS, said lands are particularly described as follows:

Property Description

(As appears upon the County assessment roll, together with Certificate No. and date of sale to the State, and Deed No. and date of deed to the State)

Lots 23 and 24 in Block 49 of Middletown Addition, according to the Partition Map thereof made in an action entitled "Roark et al vs. Forward et al," Superior Court Case No. 5014 on file in the office of the County Recorder of San Diego County.

And also the Northerly Half of Lots 1 to 6 inclusive in Block 79 of said Middletown Addition. And also all that portion of Lot 28, Block 2; Lot 1, Block 3; and Lot 28, Block 11 of Electric Line Addition, lying Westerly of the Westerly line of Pacific Highway, 100 feet wide, as now located, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 861 filed in the office of the County Recorder of San Diego County, August 28, 1899.

And also Lots 2, 3 and 4 in Block 28 of Chesterton, according to Map No. 2040, Records of San Diego County.

Property Description	Sold to State	Certificate No.	Deeded to State	Deed No.
MIDDLETOWN ADD:				
Lots 23 and 24, Block 49	6/30/30	9940	8/1/35	392
Nly 1/2 of Lots 1 to 6, incl., Blk. 79	6/30/30	10077	8/2/37	10077
ELECTRIC LINE ADD:				
Lot 28, Block 2	6/28/24	33565	8/7/29	3046
Lot 1, Block 3	9/1/33	8713	7/1/38	827
Lot 28, Block 11 (Ex St)	6/28/34	22763	7/1/39	542
CHESTERTON:				
Lot 2, Block 28	6/29/32	16850	7/1/37	1875
Lots 3 and 4, Block 28	9/1/33	17393	7/1/38	1734

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 one year 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 reading, willing and able to purchase the same, and said City shall, immediately following the exercise of this option, cause the said property to be re-sold 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 used 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 July 10 1944 (as of Date of Execution of Agreement)	Final Payment July 10, 1944 (Upon exercise of Option)
MIDDLETOWN ADD:		
Lots 23 and 24, Block 49	\$ .50	\$ 2.00
Nly 1/2 of Lots 1 to 6, incl., Block 79	1.50	6.00
ELECTRIC LINE ADD:		
Lot 28, Block 2	.25	1.00
Lot 1, Block 3	.25	1.00
Lot 28, Block 11 (Ex St)	.25	1.00



CHESTERTON:

Lot 2, Block 28

Lots 3 and 4, Block 28

2.50	10.00	
5.00	20.00	
\$ 10.25	\$ 41.00	\$51.25

4. 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.

5. 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.

6. 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 resolution duly passed and adopted on the 10th day of July, 1944, has caused this agreement to be executed in quadruplicate, and the City Council of the City of San Diego by resolution duly passed and adopted on the 25 day of April, 1944, has caused this agreement to be executed in quadruplicate, by its officers thereunto duly authorized as of the day and year in this agreement first above written.

(SEAL)

ATTEST: J. B. McLees, County Clerk  
and ex officio Clerk of the Board of Supervisors  
By MARTHA MARQUARDT

BOARD OF SUPERVISORS OF THE COUNTY  
OF SAN DIEGO, STATE OF CALIFORNIA  
By DAVID W. BIRD  
Chairman

(SEAL)

ATTEST: FRED W. SICK  
City Clerk

THE CITY COUNCIL OF 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 July 7, 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 approves said agreement.

Dated July 17, 1944

HARRY B. RILEY, Controller of  
the State of California  
By BERT FOSTER

Deputy (SEAL)

Approved as to form

Date 7/6/44

THOMAS WHELAN, District Attorney in and for the  
County of San Diego, State of California

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.  
349240.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances 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, J. J. Leach & E. J. Hornung is the owner of Lots K & L, Block 93, of Horton's Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this Aug 16 day of August, by J. J. Leach & E. J. Hornung that we will, for and in consideration of the permission granted to remove 30 feet of curbing on 3rd St between Market and Island 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 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 Leach & Hornung, 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.

J. J. LEACH E. J. HORNUNG  
235 Market St.

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 16th day of August, A.D. Nineteen Hundred and 44, before me, Katherine C. Tom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. J. Leach and E. J. Hornung 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 1323 11th Ave, San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires July 19, 1947

KATHERINE C. TOM  
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 August, 1944.

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

RECORDED AUG 30 1944 47 min. past 3 P.M. in Book 1739 at page 161 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.  
RUTH HUBBARD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. J. Leach & E. J. Hornung; being Document No. 349753.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 NINE HUNDRED FORTY-NINE DOLLARS (\$7,949.00) lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of August, 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 KETTNER BOULEVARD, 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. 79320, adopted by the Council of said City on April 4, 1944, 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 FRANKLIN T. HALE Attorney-in-Fact  
Surety

ATTEST: J. A. CANNON  
Secretary

(SEAL)

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

(SEAL)

STATE OF CALIFORNIA

} ss.

County of San Diego

On this 29th day of August, 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 2nd day of September, 1944.

J. F. DuPAUL City Attorney

By HARRY S. CLARK

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 79893 passed and adopted on the 22d day of August, 1944, require and fix the sum of \$7949.00 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

San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 5th day of September, 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:

The easterly 20.00 feet of KETTNER BOULEVARD, between the westerly prolongation of the north and south lines of C Street;

INDIA STREET, between the southerly line of Ivy Street and the north line of Broadway;

COLUMBIA STREET, between the south line of Beech Street and the north line of Broadway;

STATE STREET, between the southerly line of Elm Street and the north line of Broadway;

UNION STREET, between the south line of B Street and the north line of Broadway;

FRONT STREET, between the south line of B Street and the north line of Broadway;  
 FIRST AVENUE, between the south line of Beech Street and the north line of Broadway;  
 SECOND AVENUE, between the south line of B Street and the north line of Broadway;  
 THIRD AVENUE, between the south line of A Street and the north line of Market Street;  
 FOURTH AVENUE, between the south line of Ivy Street and the north line of Market Street;  
 FIFTH AVENUE, between the south line of Laurel Street and the north line of K Street;  
 SIXTH AVENUE, between the south line of A Street and the north line of Island Avenue;  
 SEVENTH AVENUE, between the south line of Beech Street and the north line of F Street;  
 EIGHTH AVENUE, between the south line of Beech Street and the north line of Market

Street;

NINTH AVENUE, between the south line of B Street and the north line of Market Street;  
 TENTH AVENUE, between the south line of B Street and the north line of Market Street;  
 ELEVENTH AVENUE, between the south line of B Street and the north line of Market Street;  
 TWELFTH AVENUE, between the south line of Russ Boulevard and the north line of Imperial

Avenue;

SIXTEENTH STREET, between the south line of C Street and the south line of Sherman's Addition;

ASH STREET, between the east line of Seventh Avenue and the west line of Eighth Avenue;

A STREET, between the east line of India Street and the west line of Front Street;

A STREET, between the east line of Front Street and a line parallel to and distant 14.00 feet easterly from the west line of Second Avenue;

A STREET, between the east line of Second Avenue and the west line of Eighth Avenue;

B STREET, between a line parallel to and distant 100.00 feet westerly from the west line of India Street and the west line of Twelfth Avenue;

C STREET, between the east line of Kettner Boulevard and the west line of Twelfth Avenue;

BROADWAY, between a line parallel to and distant 160.00 feet westerly from the northerly prolongation of the west line of California Street and the west line of Thirteenth Street;

BROADWAY, between the east line of Thirteenth Street and the west line of Fifteenth Street;

BROADWAY, between the east line of Fifteenth Street and the west line of Sixteenth Street;

E STREET, between the east line of India Street and the west line of Thirteenth Street;

E STREET, between the east line of Thirteenth Street and the west line of Sixteenth Street;

F STREET, between the east line of Columbia Street and the west line of Thirteenth Street;

F STREET, between the east line of Thirteenth Street and the west line of Sixteenth Street;

MARKET STREET, between the southerly prolongation of the east line of State Street and the west line of Seventh Avenue;

MARKET STREET, between the east line of Seventh Avenue and the west line of Sixteenth Street;

IMPERIAL AVENUE, between the northeasterly line of National Avenue and the west line of Thirteenth Street; and

NATIONAL AVENUE, between the east line of Twelfth Avenue and the northwesterly line of Sixteenth Street.

Such furnishing of electric current shall be for the period of one year from and including July 1st, 1944, to-wit, to and including June 30, 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 San Diego Lighting District No. 1," filed June 9, 1944, in the office of the City Clerk of said City.

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 June 9, 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 Thirty-one Thousand Seven Hundred Ninety-two and 56/100 Dollars (\$31,792.56) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "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-one Thousand Seven Hundred Ninety-two and 56/100 Dollars (\$31,792.56) 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-one Thousand Seven Hundred Ninety-two and 56/100 Dollars (\$31,792.56).

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

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

ATTEST: J. A. CANNON (SEAL)  
 Secretary

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



THE CITY OF SAN DIEGO  
By 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 AUGUST M. WADSTROM Deputy

I hereby approve the form of the foregoing Contract, this 2nd day of September, 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 Contract for San Diego Lighting District No. 1; being Document No. 349878.  
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  
Remodeling garage into living quarters

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

John A. Goodwin and Rosie Goodwin, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Lots Twenty three (23) Twenty four (24) and Twenty five (25) Block One hundred twenty five (125) Subdivision University Heights, located at 4220 Arizona Street;

That we desire to convert an existing garage on the above described property into living quarters, with only two (2) feet four (4) inches between the garage and the south lot line and only five (5) feet between the garage and the existing dwelling, and have applied for a Yard Variance under petition No. 2412, dated August 7, 1944;

That we, in consideration of approval granted by the City of San Diego to convert the above described garage into living quarters by the Zoning Committee Resolution No. 712, dated August 31, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will comply with all Building Department and Health Department regulations; and that the north two (2) feet of Lot Twenty three (23) will always be in the same ownership as Lots Twenty four (24) and Twenty five (25) of said Block One hundred twenty five (125), University Heights, so long as said garage is used as living quarters.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

JOHN A. GOODWIN ROSIE GOODWIN  
4220 Arizona Street 4220 Arizona St.

On this 4 day of September 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 John A. Goodwin & Rosie Goodwin 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 Feb. 3, 1948  
RECORDED SEP 14 1944 10 min. past 11 A.M. in Book 1746 at page 154 of official records, San Diego Co., Cal. Recorded at request of City Clerk.

WALTER L. MC DONALD  
Notary Public in and for the County of San Diego,  
State of California  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.  
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 Agreement with John A. and Rosie Goodwin regarding remodeling garage into living quarters; being Document No. 349888.

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

By Francis T. Tatten Deputy

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, PALMER-BILT HOMES a Copartnership consisting of Alex Oser and Alden Chas. Palmer, as principal, and NEW YORK CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New York and licensed to do business in the State of California as sole surety, as surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, County of San Diego, State of California, a municipal corporation, in the penal sum of TWELVE THOUSAND DOLLARS (\$12,000.00), to be paid to said The City of San Diego, for which payment well and truly to be made, we bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 5th day of September 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 Palmer-Bilt Homes, a Copartnership consisting of Alex Oser, and Alden Chas. Palmer shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said Palmer-Bilt Homes, a copartnership consisting of Alex Oser and Alden Chas Palmer and the City of San Diego, and which said contract is contained in Document No. 349944, 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.

PALMER-BILT HOMES Principal  
ALEX OSER  
ALDEN CHAS PALMER  
NEW YORK CASUALTY COMPANY  
By: CHESTER N. MUNSON  
Attorney-in-Fact

(SEAL) The premium on this bond is \$180.00

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

On this 1st day of September in the year One Thousand Nine Hundred and Forty-four before me Marie F. Bryan a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared Chester N. Munson known to me to be the Attorney-in-Fact of the New York Casualty 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 San Diego the day and year in this certificate first above written.

(SEAL) MARIE F. BRYAN  
Notary Public in and for the County of San Diego  
My Commission expires August 3, 1948 State of California  
I HEREBY APPROVE the form of the foregoing bond this 5th day of September, 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 8th day of Sept., 1944.

WALTER W. COOPER  
City Manager

#### B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, PALMER-BILT HOMES, a co-partnership consisting of Alex Oser and Alden Chas. Palmer, as principal and NEW YORK CASUALTY COMPANY a corporation organized and existing under the laws of the State of New York, and licensed to do business in the State of California, as sole surety, as surety, are jointly and severally bound unto any and all persons, companies, corporations or materialmen who furnish materials, provisions, provender, or other supplies used in, upon, for or about the performance of that certain work and improvements described in the contract between Palmer-Bilt Homes, a co-partnership consisting of Alex Oser and Alden Chas. Palmer and the City of San Diego contained in Document No. 349944, 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 such persons, companies or corporations, in the sum of SIX THOUSAND & NO/100 DOLLARS (\$6,000.00), lawful money of the United States, 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 5th day of September 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 Palmer-Bilt Homes, a co-partnership consisting of Alex Oser and Alden Chas. Palmer, or any sub-contractor of said Palmer Bilt Homes, 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.

PALMER-BILT HOMES, Principal  
ALEX OSER  
ALDEN CHAS PALMER  
NEW YORK CASUALTY COMPANY (SEAL)  
By CHESTER N. MUNSON  
Attorney-in-Fact

Premium for this bond is included in performance bond.

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

On this 1st day of September in the year One Thousand Nine Hundred and Forty-four before me Marie F. Bryan a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared Chester N. Munson known to me to be the Attorney-in-fact of the New York Casualty 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 hereto 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) MARIE F. BRYAN  
Notary Public in and for the County of San Diego  
My Commission expires August 3, 1948 State of California  
I hereby approve the form of the foregoing bond this 5th day of September, 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 8th day of Sept., 1944.

WALTER W. COOPER

City Manager

# A G R E E M E N T

THIS AGREEMENT, Made and entered into this 8th day of September, 1944, by and between Palmer-Bilt Homes, a co-partnership, consisting of Alden Chas. Palmer and Alex Oser, 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 Talmadge Park Manor Unit 2 for acceptance by the City Council of said City, and certain required improvements have not yet been made, installed and completed, and it is necessary that said party of the first part shall enter into a contract with said City to make, install and complete said required improvements, as provided for in Ordinance No. 1025 (New Series) adopted November 24, 1936, and Resolution No. 79207, adopted March 7, 1944;

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 Talmadge Park Manor Unit 2 by the City Council of The City of San Diego, promises and agrees with the party of the second part that it will do and perform or cause to be done and performed, in a good and workmanlike manner, under the direction and to the satisfaction of the City Engineer of said party of the second part all of the work and improvements required to be done on portions of Collier Avenue, Altadena Avenue, Adams Avenue and 51st Street, within the limits and as particularly shown in that certain document numbered 349880, filed in the office of the City Clerk of said City on September 5, 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. 349880, on file in the office of the City Clerk of said City, copies of which are on file in the office of the City Engineer of said City, approved and adopted by the Council of said City as the plans, profiles, drawings, typical cross-sections and specifications to be followed in making said improvement; and by reference thereto all said plans, profiles, drawings, typical cross-sections and specifications contained in said Document No. 349880, 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 March 1, 1945.

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 by its partners, 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. 79943 of the Council, authorizing such execution, the day and year in this agreement first above written.

PALMER-BILT HOMES, a co-partnership,  
Party of the First Part;  
By ALDEN CHAS. PALMER  
By ALEX OSER

The co-partners

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 2nd day of September, 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 Agreement and Bonds for improvements in Talmadge Park Manor Unit #2 by Palmer-Bilt Homes; being Document No. 349944.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tolan 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 6th day of September 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 ABBOTT STREET, NEWPORT AVENUE, SANTA MONICA AVENUE, BACON STREET and VOLTAIRE STREET, in the City of San Diego, California, within the limits and as particularly described in Resolution of Intention No. 79451, adopted by the Council of said City on May 9, 1944, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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



(SEAL)  
ATTEST: J. A. CANNON Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY Vice Pres.  
Principal  
THE CENTURY INDEMNITY COMPANY  
By FRANKLIN T. HALE Attorney-in-Fact  
Surety

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

On this 6th day of September, 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 8 day of September, 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. 79913 passed and adopted on the 29th day of August, 1944, 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 12th day of September, 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:

ABBOTT STREET, between the northwesterly prolongation of the northeasterly line of Newport Avenue and the southerly line of West Point Loma Boulevard;

NEWPORT AVENUE, between the southwesterly prolongation of the northwesterly line of Abbott Street and the northwesterly line of Sunset Cliffs Boulevard;

SANTA MONICA AVENUE, between the southeasterly line of Abbott Street and the northwesterly line of Bacon Street;

BACON STREET, between the northeasterly line of Newport Avenue and the southwesterly line of Santa Monica Avenue; and

VOLTAIRE STREET, between the southeasterly line of Abbott Street and the northwesterly line of Froude Street.

Such furnishing of electric current shall be for the period of one year, from and including August 14, 1944, to-wit, to and including August 13, 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 Ocean Beach Lighting District No. 1", filed June 13, 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 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: J. A. CANNON  
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY (SEAL)  
By A. E. HOLLOWAY

THE CITY OF SAN DIEGO  
By G. C. CRARY  
H. DE GRAFF AUSTIN  
PAUL J. HARTLEY  
CHARLES 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 8 day of September, 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 Ocean Beach Lighting District No. 1; being Document No. 349945.

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

By Francis T. Totten Deputy

### LEASE

THIS INDENTURE OF LEASE, made and entered into this 21st day of September, 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 A. T. DAVIES, 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 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, more particularly described as follows:

#### PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 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 28 feet to the true point or place of beginning; thence north 8° 32' 40" east a distance of 409.28 feet to a point; thence at right angles south 81° 27' 20" east a distance of 175 feet to a point; thence at right angles south 8° 32' 40" west a distance of 141.11 feet; thence south 15° 26' 10" east a distance of 45.95 feet to a point, said point being the most northerly corner of that tideland area leased to Harbor Boat Company; thence south 23° 24' 30" west along the northwesterly boundary of said leased area a distance of 253.66 feet to the most westerly corner thereof; thence north 73° 03' 40" west a distance of 130 feet to the true point or place of beginning; containing 70,720 square feet of tideland area.

#### PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said line is now established for the Bay of San Diego, distant 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 28 feet to the true point or place of beginning; thence continuing south 73° 03' 40" east a distance of 130 feet to a point, said point being the most westerly corner of that tideland area leased to Harbor Boat Works; thence south 25° 45' 27" west a distance of 312.60 feet to a point; thence north 73° 03' 40" west a distance of 85 feet to a point; thence north 17° 35' 17" east a distance of 308.92 feet to the true point or place of beginning.

The lands hereinabove described being shown on the map or plat, designated as Drawing No. 147-B-1, attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for the period of twenty-five (25) years, beginning on the 1st day of October, 1944, and ending on the 30th day of September, 1969, unless sooner terminated, as herein provided, at the following rentals:

For the premises hereinabove described as Parcel No. 1:

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

For the second five (5) years of said term, the sum of three cents (3¢) per square foot per year;

For the third five (5) years of said term, the sum of four cents (4¢) per square foot per year;

For the fourth five (5) years of said term, the sum of five cents (5¢) per square foot per year; and

For the fifth and last five (5) years of said term, the sum of six cents (6¢) per square foot per year.

For the premises hereinabove described as Parcel No. 2:

The sum of forty dollars (\$40.00) per month.

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

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 No. 1 shall be used for the purpose of conducting and maintaining thereon a general boat building and boat repairing business, with the right to construct thereon such buildings, structures, marine ways, machine shops for the repair of marine engines, and other structures as may be necessary or convenient for conducting and carrying on said boat-building and boat-repairing and overhauling 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 as may be necessary or convenient for conducting and carrying on said boat-building and boat-repairing and overhauling 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 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 set forth, or shall fail or refuse to perform any of the obligations by him under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the City requiring him to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and said lessee shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and that the City shall immediately thereupon, without recourse to the Courts, have the right 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 KLICKA

WILLIAM E. HARPER

Members of the Harbor Commission of The City of San Diego

A. T. DAVIES Lessee

I hereby approve the form of the foregoing Lease this 22 day of September, 1944.

J. F. DuPAUL, City Attorney

EXHIBIT "A"

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland lease with A. T. Davies; being Document No. 350125.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tolan Deputy

#### AGREEMENT FOR SURRENDER OF LEASEHOLD INTERESTS AND CANCELLATION OF LEASE.

THIS AGREEMENT, made and entered into this 15th day of September, 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, hereinafter sometimes referred to as the "City," and EDWARD HOLLINGER and D. C. MILLICAN, second parties, WITNESSETH:

#### RECITALS

A. The second parties are the owners of a leasehold interest in those certain tidelands of the Bay of San Diego, particularly described as follows, to-wit:

#### PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Station 187 on said Bulkhead Line; thence north 70° 50' 00" east a distance of 71.06 feet to a point;



thence south 73° 03' 40" east a distance of 28 feet to the true point or place of beginning, said true point being the southeasterly corner of that tideland parcel leased to the California Packing Company, effective September 1st, 1941; thence north 8° 32' 40" east along the easterly boundary of said parcel leased to the California Packing Company a distance of 250 feet to a point; thence at right angles south 81° 27' 20" east a distance of 200 feet to a point; thence south 23° 24' 30" west a distance of 278.30 feet to a point; thence north 73° 03' 40" west a distance of 130 feet, more or less, to the true point or place of beginning, containing 42,972 square feet of tideland area.

PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Station 187 on said Bulkhead Line; thence north 70° 40' 00" east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 48 feet to the true point or place of beginning; thence continuing south 73° 03' 40" east a distance of 50 feet to a point; thence south 23° 24' 30" west a distance of 150 feet to a point; thence north 73° 03' 40" west a distance of 50 feet to a point; thence north 23° 24' 30" east a distance of 150 feet to the true point or place of beginning.

under and by virtue of that certain tideland lease heretofore, to-wit, on the 11th day of September, 1941, entered into between The City of San Diego and second parties, which said lease is for the period of five (5) years, beginning on the 1st day of October, 1941, and ending on the 30th day of September, 1946, with options for the renewal of said lease; the original of which said lease is on file in the office of the City Clerk of The City of San Diego, bearing Document No. 332895, and is recorded in Book 12, page 350, Records of said City Clerk.

B.

The City desires to lease that portion of its tidelands covered by the said lease to second parties to A. T. Davies, and said second parties are willing to surrender their leasehold interest described in Recital A hereof;

NOW, THEREFORE, in consideration of the foregoing Recitals, the parties hereto agree as follows:

1. The second parties hereby surrender to the City all of their right, title and interest in and to the premises covered by the lease referred to in Recital A of this agreement, and hereby consent to the termination and cancellation of said lease;

2. The City hereby accepts the surrender on the part of the second parties of all of their right, title and interest in and to said premises, and does hereby terminate and cancel said lease referred to in Recital A of this agreement;

3. It is understood and agreed that upon the execution of this agreement, the second parties shall be relieved from any further liability or obligation under and pursuant to the said lease, save only the obligation to pay any rentals which may have accrued thereunder and remain unpaid at the date of the termination of said lease, as herein provided.

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 second parties have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLIKA

WILLIAM E. HARPER

Members of the Harbor Commission of The City of San Diego

EDWARD HOLLINGER

D. C. MILLICAN

Second Parties

I hereby approve the form and legality of the foregoing Agreement for surrender of leasehold interests and cancellation of lease this 7 day of Sept, 1944.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for surrender of leasehold interests and cancellation of lease of Edward Hollinger and D. C. Millican; being Document No. 349975:

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT MODIFYING LEASE Nod-1957 BETWEEN THE CITY OF  
SAN DIEGO, CALIFORNIA AND THE UNITED STATES OF AMERICA.

WHEREAS, on the 1st day of April, 1941, the City of San Diego, as Lessor, and the United States of America, as Lessee, entered into a certain indenture of lease designated as Nod-1957, covering a portion of land containing 32 acres, more or less, in San Diego County, California, for use as a Marine Corps Rifle Range for the Armed Forces of the Government; and

WHEREAS, said lease provides in paragraph 7 thereof that the Depot Quartermaster, San Francisco, California, will pay the rental thereunder; and

WHEREAS, it is the desire to amend this lease so that rental will be paid by the Base Purchasing Officer, Marine Corps Base, San Diego, California, in lieu of the Depot Quartermaster, San Francisco:

NOW, THEREFORE, in consideration of the premises, and in further consideration as hereinabove set forth, it is agreed that effective July 1, 1944, paragraph 7 of said lease shall be and the same is hereby amended as follows to-wit:

1. Paragraph 7 is hereby deleted in its entirety, and the following paragraph shall be inserted in lieu thereof:

The Government shall pay the Lessor for the use of the premises rent at the following rate: One Dollar (\$1.00) per annum. The Base Purchasing Officer, Marine Corps Base, San Diego, California, is hereby designated to pay said rental. Payment shall be made at the end of each fiscal year as of June 30th.

22 Except as herein modified, all terms and provisions of the said lease shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 5th day of August, 1944.

In the Presence of:

E. LONGFELLOW

THE CITY OF SAN DIEGO

By WALTER W. COOPER

THE UNITED STATES OF AMERICA  
By Lt. Comdr. Andrew J. Murphy, Jr., USNR  
ANDREW J. MURPHY JR. Room 932

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

I hereby approve the form of the foregoing agreement this 5 day of Aug, 1944.

City Attorney J. F. DuPAUL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Modifying Lease NOD-1957 with the United States Marine Corps Rifle Range; being Document No. 349952.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

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

THIS AGREEMENT, Made and entered into this first day of July, 1944, 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, 1944, and ending on the 30th day of June, 1945, 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 5th day of September, 1944.

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. 79948 duly and regularly adopted by the City Council on the 5th day of Sept, 1944, and the party of the second part has hereunto subscribed her name.

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

Deputy

(SEAL)

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 7th day of Sept, 1944.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the form of the foregoing contract this 2 day of Sept, 1944.

THOMAS WHELAN, District Attorney,

By E. E. 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 of San Diego City-County Camp Commission; being Document No. 349953.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT BETWEEN THE STATE PARK COMMISSION OF CALIFORNIA,  
THE CITY OF SAN DIEGO, AND THE DEPARTMENT OF PUBLIC WORKS  
OF THE STATE OF CALIFORNIA.

THIS AGREEMENT, executed in quadruplicate, entered into by and between the State Park Commission of California, hereinafter referred to as the Commission, the City of San Diego, hereinafter referred to as San Diego, and the Department of Public Works of the State of California, hereinafter referred to as Public Works.

W I T N E S S E T H

WHEREAS, by Chapter 942, Statutes of 1941, the sum of Five Hundred Thousand Dollars (\$500,000) is appropriated to the Division of Beaches and Parks of the Department of Natural Resources to be expended for the acquisition, development and protection of ocean beaches for public recreational use by the Division of Beaches and Parks, and for the development and protection of public beaches owned by counties or municipalities where the Division of Beaches and Parks determines that such development and protection is a matter of general public and State interest and concern; and

WHEREAS, by said Chapter 942, it is further provided that no portion of the appropriation shall be expended in any county which has not adopted a master plan of beaches for that county, nor shall any portion of the appropriation be expended upon any project unless moneys equal to or in excess of the amount to be expended from the appropriation shall have been made available for such project by some person, corporation, political subdivision, public district or public agency other than the State; and

WHEREAS, the State Park Commission is the body charged with the duty of administering, protecting and developing the State Park System and with the responsibility for the expenditure of all moneys from whatever source derived for the care, protection, supervision, extension, improvement, or development of the State Park System, and is the body charged with the duty of administering and performing all functions of the Division of Beaches and Parks within the Department of Natural Resources, and is therefore the agency intended to be designated in Chapter 942, Statutes 1941; and

WHEREAS, San Diego has applied for an allocation of funds from Chapter 942, and has submitted a copy of the master plan of the County of San Diego, a proposed project, and a statement that San Diego will pay into a special deposit fund in the State Treasury the sum of Thirty-four Thousand Three Hundred Twenty-nine Dollars (\$34,329.00), which is one-half of the amount of money estimated to be necessary to perform the work proposed; and

WHEREAS, the beaches affected by the proposed project are, or would be if developed or protected, enjoyed and utilized for recreational purposes by the general public of the State at large; and

WHEREAS, the Commission has determined that inasmuch as municipal or county beaches are affected by the proposed project, the development or protection thereof, as proposed, is a matter of general public and State interest and concern; and

WHEREAS, under the provisions of the State Contract Act it is required that the work proposed be performed by Public Works;

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

ARTICLE I - WORK TO BE PERFORMED

The work to be performed under this agreement shall consist of the construction of works designed to reduce or eliminate the erosion of the beach area at Ocean Beach, San Diego, California, and for the development and protection of said beach.

ARTICLE II - SURVEYS AND PLANS

Public Works shall make the necessary surveys and prepare plans and specifications for the work required under Article I, and said plans and specifications shall be subject to approval by the Commission and San Diego.

ARTICLE III - RIGHT OF WAYS

San Diego shall furnish all right of ways for performance of the work, but no expenditure therefor shall be chargeable against the funds available for the work under this agreement.

ARTICLE IV - PERFORMANCE OF WORK

Public Works shall do, or cause to be done under its direct supervision, the work provided for in this agreement, in accordance with plans and specifications as approved by each and all of the parties hereto.

ARTICLE V - FUNDS

San Diego upon execution by it of this agreement shall forward to the Commission, for expenditure by Public Works in the performance of the work provided for in Article I, the sum of Thirty-Four Thousand Three Hundred Twenty-nine Dollars (\$34,329.00) which shall be deposited in a trust account in the Special Deposit Fund in the State Treasury and thereafter transferred to the Water Resources Fund.

If the Commission, within thirty (30) days after receipt by it of said sum from San Diego, shall not have allocated and set aside the sum of Thirty-four Thousand Three Hundred Twenty-nine Dollars (\$34,329.00) to Public Works for expenditure by Public Works in performing said work in accordance with this agreement, said sum so transmitted by San Diego shall be returned upon demand by San Diego, if such demand is made after the expiration of said thirty (30) days and prior to the making of said allocation.

Public Works shall under no circumstances be obligated to expend for or on account of the work provided for under this agreement any amount in excess of the sum of Sixty-eight Thousand Six Hundred Fifty-eight Dollars (\$68,658.00), as made available by the Commission from said appropriation made by Chapter 942, Statutes of 1941, and by San Diego.

If funds are exhausted before completion of the work provided for in this agreement, Public Works may stop said work and shall not be liable or responsible for the completion thereof.

Upon completion of and final payment for the work provided for in this agreement, Public Works shall furnish to the Commission and San Diego a statement of all expenditures made under this agreement. If any balance shall remain of the sum of Sixty-eight Thousand Six Hundred Fifty-eight Dollars (\$68,658.00) as made available as aforesaid, there shall be returned to San Diego one-half of said balance, and the remainder shall revert to the funds appropriated by Chapter 942, Statutes of 1941.

In the event the Commission, or San Diego, shall refuse to approve plans or specifications as submitted by Public Works, or in the event Public Works deems the project not to be feasible, or possible of construction with funds available, or in the event any of the parties do not approve the project, or in the event the War Production Board under Conservation Order L-41, or other order, shall not grant approval to Public Works to enter upon the work, or in the event the commencement, continuation, or completion of the work is in the opinion of Public Works impossible or impracticable by reason of applicable orders of any federal agency, or shortage of labor, equipment or materials, or in the event San Diego shall fail, within thirty (30) days after receipt from Public Works of project plans, specifications and estimates, which may require supplemental funds, to supply its one-half of such funds, or if the Commission shall fail for a like period to allocate its one-half



of such funds, this agreement shall become void; and if this agreement shall become void for any of the foregoing reasons, the cost to Public Works for investigations, surveys, preparation of plans, specifications and estimates or other necessary, preparatory work in connection with the project, shall be charged against and paid out of the funds provided for in this agreement and the balance thereof returned one-half to San Diego and reverted one-half as hereinabove provided in the event of a balance remaining after completion of work and final payment therefor.

#### ARTICLE VI - CONTINGENT UPON ALLOCATION

Notwithstanding anything contained in this agreement contrary hereto or in conflict herewith, this agreement is made contingent upon the Commission making the necessary allocation of funds to Public Works to meet its share of the cost of said work as provided for in this agreement. This agreement shall become effective only if and when such allocation is made.

#### ARTICLE VII - TITLE TO ARTIFICIAL ACCRETIONS

Since the limits of the project are entirely within San Diego, and San Diego is now taking necessary legal action to establish the mean high tide line at Ocean Beach, San Diego agrees to and shall take whatever legal steps are necessary to defend public title against encroachments upon or claims to any artificial accretions to tide and submerged lands which may result from any work done pursuant to this agreement and which accretions lie oceanward from said mean high tide line as legally established.

#### ARTICLE VIII - MISCELLANEOUS PROVISIONS

All data and records pertaining to the work covered by this agreement in the possession or control of the Commission, San Diego, or Public Works shall be made fully available to each of the others for the due and proper accomplishment of the purposes and objects hereof.

All disputes concerning questions of fact arising under this agreement shall be decided by the Director of Public Works or his authorized representative, and the decision of the Director, or his representative, shall be final and conclusive upon the parties hereto as to such questions.

It is agreed by the parties hereto that the Department of Public Works and the State of California do not and shall not acquire any ownership or interest in the work done hereunder by reason of this agreement, and shall not be responsible or liable for the maintenance or operation thereof or for its adequacy in any respect. San Diego shall procure any and all permits, licenses or authorizations which may be required by federal or state law in reference to said work, and no expenditure therefor shall be chargeable against the Sixty-eight Thousand Six Hundred Fifty-eight Dollars (\$68,658.00) available for said work under this agreement.

IN WITNESS WHEREOF, the parties have affixed their signatures and official seals, the Commission on the 10th day of August, 1944, San Diego on the 1st day of August, 1944, and Public Works on the 15th day of August, 1944.

STATE PARK COMMISSION OF CALIFORNIA  
By J. R. KNOWLAND

Approved:  
EDWARD HYATT, State Engineer  
By A. D. EDMONSTON  
Deputy State Engineer

Form approved:  
RAYMOND McCLURE  
Deputy Attorney General

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

Approved: JAMES S. DEAN  
Director of Finance

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

Approved: J. F. DuPAUL  
City Attorney of San Diego

Approved: C. C. CARLETON  
Attorney, Department of Public Works

Approval Recommended: SPENCER BURROUGHS  
Principal Attorney, Division of Water Resources

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Park Commission and Department of Public Works regarding works to reduce or eliminate erosion at Ocean Beach; being Document No. 349951.

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

By Francis T. Taven Deputy

#### AGREEMENT FOR PERSONAL SERVICE

THIS AGREEMENT, made and entered into this 8th day of Sept., 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, first party, and KENNETH S. 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 of 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 adviser 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 the period beginning on the 7th day of September, 1944 and ending on the 30th day of June, 1945; provided, 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. 79782, and second party has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO First Party  
By WALTER W. COOPER

City Manager

KENNETH S. BEAM Second Party

I hereby approve the form and legality of the foregoing agreement this 19 day of July, 1944.

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 \$1,000.00 (Commencing Sept. 7, 1944 & ending June 30, 1945)

Dated July 22, 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of UNAPPROPRIATED BALANCE FUND

Memo KENNETH BEAM, Consultant & Adviser to City Council & Social Welfare

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Kenneth S. Beam for personal service as consultant and adviser; being Document No. 349955.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tolan Deputy

PROJECT AGREEMENT - 1943-45 BIENNIUM

SECOND SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT; WHEREAS, a first supplemental memorandum of agreement for expenditure of funds accruing during the biennium ending June 30, 1945, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the city February 1, 1944, and by the department February 9, 1944, 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 funds for additional work described herein as Projects 53 and 54;

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,	
	Rt. 12 (secondary)	5.19	except as described in	(city
	Rt. 77	1.23	Project 51(b), July 1,	funds)
	Rt. 200	5.37	1943 to June 30, 1945	
(b) Work by department:				
	Rt. 2	21.43	General maintenance	\$23,500.00
	Rt. 12 (por. prim)	4.34	July 1, 1943 to June	4,340.00
	Rt. 200 (portion)	0.38	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
53	Pacific Highway, Rt. 2, from Broadway to Torrey Pines Mesa	16.00	Surface and seal	57,500.00
54	Rosecrans Street Route 12, from Lytton Street to Canon Street	1.03	Surface and seal	22,500.00
Total				\$158,890.00

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 Boulevard; along El Cajon Boulevard, from Park Boulevard to Texas Street; also El Cajon Boulevard, 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 Boulevard, 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 Boulevard, 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 \_\_\_\_\_

#### 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, including the painting of traffic stripes and pavement markings, and the installation and maintenance of route marker shields, mileage and directional signs.

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 to provide the necessary traffic stripes and pavement markings, signs and other warning devices to adequately warn traffic of highway conditions or hazards, and the city hereby agrees that it will provide sufficient money from other funds for that purpose.

The city will also paint traffic stripes and pavement markings on the State highways described in Project 51(b) and will provide sufficient money from other funds for that purpose.

So far as possible, where applicable, the city will use markings and signs set forth in the volume entitled "Manual of Instructions, Maintenance Department, Division of Highways 1938", published by the department.

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) between the curb lines 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 and to provide signs and other warning devices to adequately warn traffic of highway conditions or traffic hazards, and such directional and other signs as the department deems necessary or desirable.

There is hereby delegated to the city the maintenance of the areas between curb lines and right of way lines, except that the department may enter upon such areas to perform necessary work in connection with construction or maintenance work between the curb lines, or to install traffic signs or signals.

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 Projects 52, 53 and 54, in accordance with the approved plans, specifications, and estimates therefor.

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

The work described in Projects 52, 53 and 54 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 Projects 52, 53 and 54 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 \$158,890.00 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 described in Project 51(a) and painting traffic stripes on the State highway routes described in Project 51(b) 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), 52, 53 and 54 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.

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 Projects 52, 53, and 54, 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 State highways designated in Project 51(a), except that no stop signs, semaphores, or other traffic control signalling devices which would require the traffic on any State highway to stop, shall be installed, without the approval of the department.

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 State highways designated in Project 51(b), in so far as the areas outside of the curb lines are concerned. Within the curb lines encroachment permits or permits for the making of excavations or other openings in the highway may be issued by either the city or the department but neither will issue any such permit without the written consent of the other, except that if the city indicates in writing to the department that it is not concerned with certain classes of permits, its approval will not be required on such permits issued by the department.

Nothing in this agreement 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, and no permission for such installations need be applied for.

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 it constitutes a hazard to traffic, at which time it shall be removed. The city shall be responsible for all necessary inspections and the removal of any such sign, if necessary.

It is understood and agreed that neither the State of California, the Director of Public Works, nor any officer or employee of the State of California, is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority, or jurisdiction delegated under this agreement.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 1st day of August, 1944, and the Department on the 10th day of August, 1944.

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:  
CC. C. CARLETON Chief Attorney  
By C. R. MONTGOMERY

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 Second Supplemental Memorandum of Agreement for expenditure of 1/4 cent gas tax for State highways; being Document No. 349588.

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

By James T. Patten Deputy

#### AMENDMENT TO TIDELAND LEASE BETWEEN THE CITY OF SAN DIEGO AND RYAN AERONAUTICAL CO.

THIS AGREEMENT, made and entered into this 15 day of August, 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, hereinafter called the "City," and RYAN AERONAUTICAL CO., a private corporation organized and existing under and by virtue of the laws of the State of California, second party, hereinafter called the "Company," WITNESSETH:

#### RECITALS

(1) Under date of April 7, 1939, the City, as lessor, entered into a lease of certain tidelands with the Company, as lessee, which said lease is on file in the office of the City Clerk of The City of San Diego, bearing Document No. 313100, and is recorded in Book 11, page 3 et seq., Records of said City Clerk.

(2) It is the desire of both of the parties to said lease to add thereto an additional area of the tidelands of The City of San Diego, consisting of a triangular piece of ground immediately east of said Company's Harbor Drive Plant, and said Company has agreed to pay as rental therefor the sum of forty dollars (\$40.00) per month in addition to the rent it now pays to The City of San Diego under the terms and provisions of said lease hereinbefore described in paragraph (1) hereof.

That otherwise all of the terms and conditions of said lease shall appertain to the leasing of said triangular piece of land hereinbefore referred to.

NOW, THEREFORE, in consideration of the foregoing recitals, and of the matters and things hereinafter set forth, it is mutually agreed between the parties hereto as follows:

(1) That that certain tideland lease, dated April 7, 1939, by and between The City of San Diego and Ryan Aeronautical Company, bearing Document No. 313100 in the files of the City Clerk of The City of San Diego, and recorded in Book 11, page 3 et seq., Records of said City Clerk, is hereby amended to include within all of the terms and provisions of said lease, and in addition to the premises in said lease demised, the following described area of tidelands, to-wit:

Beginning at Government Station No. 465 on the U. S. Combined Pierhead and Bulkhead Line, as said line is now established for the Bay of San Diego; thence north 21° 29' 23" east a distance of 886.73 feet, more or less, to a point on the southwesterly boundary of that tideland area leased to Ryan Aeronautical Co., April 7, 1939; thence south 68° 31' east along the southwesterly boundary of said leased area a distance of 338.15 feet to a corner point, said corner point being the true point or place of beginning; thence following along the easterly and northerly boundary line of said leased area, first north 16° 05' 05" east a distance of 388.52 feet (Record North 16° 01' 40" east 388.88 feet); thence north 31° 11' west a distance of 286.08 feet; thence north 67° 41' west a distance of 950.87 feet to a point; thence leaving the northerly line of said leased area south 74° 00' east a distance of 810.53 feet to a point; thence at right angles south 16° 00' west a distance of 75 feet to a point; thence at right angles south 74° 00' east a distance of 382.52 feet to a point;



thence south 35° 10' 10" east a distance of 991.01 feet to a point on a curve concave to the northeast, having a radius of 1265 feet, the center of which bears north 2° 30' 46" east; thence northwesterly along the arc of said curve an arc distance of 418.84 feet to its point of ending; thence tangent to said curve north 68° 31' west a distance of 396.58 feet to the true point or place of beginning, containing 344,480 square feet, or 7.908 acres, of tideland area.

Said parcel being shown and delineated upon Harbor Department Drawing No. 120-B-7, dated August 14, 1944, attached to and made a part of this agreement, and marked "Exhibit C."

That the Company, as lessee, agrees to pay as rental for the parcel of tidelands above described, in addition to the rental agreed to be paid under said lease dated April 7, 1939, the sum of forty dollars (\$40.00) per month, payable in advance upon the first day of each and every month during the term of said lease.

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

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

THE CITY OF SAN DIEGO

First Party

By R. H. VAN DEMAN

EMIL KLIKA

WM. E. HARPER

Members of the Harbor Commission of The City of San Diego

RYAN AERONAUTICAL CO.

Second Party

By T. CLAUDE RYAN - Pres.

ATTEST: S. C. WOODARD

Sec'y

(SEAL)

I hereby approve the form and legality of the foregoing Amendment to Tideland Lease, this 15 day of August, 1944.

J. F. DuPAUL,

J. F. DuPaul, City Attorney

EXHIBIT C.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amendment to tideland lease between City of San Diego and Ryan Aeronautical Company; being Document No. 349694.

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 gunsmith's shop

STATE OF CALIFORNIA

County of San Diego

City of San Diego

) ss.

Lindsey King and Pearl A. King, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Twenty four (24) Block Fourteen (14) Subdivision Normal Heights, located at 4890 - 33rd Street;

That we desire to conduct a gunsmith's shop within an existing building on the above described property and have applied for a zone variance under Petition No. 2374, dated July 14, 1944;

That we, in consideration of approval granted by the City of San Diego to use said building as a gunsmith's shop by Zoning Committee Resolution No. 678, dated August 3, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will operate said shop between the hours of 8:00 AM and 8:00 PM; maximum of three quarter (3/4) horse power equipment; we will employ no one; and six months after hostilities in the present war cease, we will then discontinue the gunsmith's shop;

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.

PEARL KING

4890 - 33 St

LINDSEY KING

4890 - 33 St.

On this 9 day of August A.D. Nineteen Hundred and Forty four, before me, Frank Kimball a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lindsey King and Pearl King 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.

FRANK KIMBALL

(SEAL)

Notary Public in and for the County of San Diego,

State of California

RECORDED AUG 17 1944 15 min. past 9 A.M. in Book 1723 at Page 370 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By R. N. HOWE

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

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 Lindsey and Pearl A. King regarding use of existing building as gunsmith's shop; being Document No. 349527.

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. 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 AND 00/100 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 14th day of August, 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 UNIVERSITY AVENUE, between the northeasterly line of Boundary Street and the west line of 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, City Heights; and 43RD STREET, between the south line of University Avenue and a line parallel to and distant 150.00 feet southerly from 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: J. A. CANNON

Secretary (SEAL)

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

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

(SEAL)

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 14th day of August, 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 21 day of August, 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. 79839 passed and adopted on the 8th day of August, 1944, 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 22nd day of August, 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:

UNIVERSITY AVENUE, between the northeasterly line of Boundary Street and the west line of 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, City Heights; and

43RD STREET, between the south line of University Avenue and a line parallel to and distant 150.00 feet southerly from the south line of University Avenue.

Such furnishing of electric current shall be for a period of one year from and including August 7, 1944, to-wit: to and including August 6, 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. 3", filed May 27, 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 Thousand Ninety-one and no/100 Dollars (\$2091.00), in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 3."

It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of

the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Two Thousand Ninety-one Dollars (\$2091.00) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand Ninety-one Dollars (\$2091.00).

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

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

ATTEST: J. A. CANNON  
Secretary

(SEAL)

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

THE CITY OF SAN DIEGO  
By G. C. CRARY  
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 21 day of August, 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. 3; being Document No. 349690.

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. 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 8th day of August, 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 UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the northerly prolongation of the east line of Lot 9, Block 3, Hartley's North Park; and 30TH STREET, between a line parallel to and distant 10.00 feet northerly from the north line of Lincoln Avenue and the north line of 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: 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 Fact  
Surety

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

On this 8th day of August, A.D., 1944, before me, May Elizabeth Williams, 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)

MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State

My commission expires 10/3/45

I hereby approve the form of the foregoing Undertaking this 21 day of August, 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. 79806 passed and adopted on the 1st day of August, 1944, require and fix the sum of \$242.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK  
City Clerk of The City of San Diego  
By AUGUST M. WADSTROM,  
Deputy

CONTRACT FOR STREET LIGHTING  
University Avenue Lighting District No. 1

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

UNIVERSITY AVENUE, between the northerly prolongation of the east line of Texas Street and the northerly prolongation of the east line of Lot 9, Block 3, Hartley's North Park; and

30TH STREET, between a line parallel to and distant 10.00 feet northerly from the north line of Lincoln Avenue and the north line of Wightman Street.

Such furnishing of electric current shall be for a period of one year from and including August 7, 1944, to-wit: to and including August 6, 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. 1", filed in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Nine Hundred Sixty-six and no/100 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."

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

And it is further mutually agreed that no part or portion of said sum of Nine Hundred Sixty-six Dollars (\$966.00) shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Nine Hundred Sixty-six Dollars (\$966.00).

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

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

ATTEST: J. A. CANNON  
Secretary (SEAL)

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

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

THE CITY OF SAN DIEGO  
By G. C. CRARY  
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 21 day of August, 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. 1; being Document No. 349691.

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

By Francisco T. Taden Deputy

LEASE

THIS AGREEMENT, made and entered into as of the 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, hereinafter designated as the City, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a corporation, hereinafter designated as the lessee, WITNESSETH:

That pursuant to and under the authority of the provisions of Ordinance No. 2877 (N.S.)

of the ordinances of The City of San Diego, adopted by the Council of said City on the 22nd day of August, 1944, the said City does by these presents lease, demise and let unto the said lessee the following described property situate in The City of San Diego, County of San Diego, State of California, to-wit:

All those portions of Pueblo Lots 1293 and 1294 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof made by James Pascoe in 1870, a certified copy of which map is filed as Miscellaneous Map No. 36, in the office of the County Recorder of said County of San Diego, 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 north east corner of said Lot 1293 and making a northwest angle of  $116^{\circ}46'30''$  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  $78^{\circ}04'$  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 portions 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.

TO HAVE AND TO HOLD the same for a term of fifteen (15) years from the date hereof, at a rental of ten dollars (\$10.00) per year, payable annually in advance.

This lease is made upon the following conditions:

(1) That the above-described premises are leased to the lessee, and shall at all times during the term hereof be used for the purpose of realigning the main line tracks of the lessee, and for the extension of a passing track, together with the installation and maintenance of facilities necessary in connection therewith and incidental thereto, together also with the installation and maintenance by the lessee or its grantees, sublessees and licensees, of facilities customarily constructed upon, along, under and across railroad rights of way.

(2) That this lease shall not be assigned or transferred, nor, except as provided in the next preceding paragraph, shall the lessee have the right to sublet the leased premises or any part thereof without the consent of the Council of said City, evidenced by resolution duly adopted.

(3) That the lessee, paying the said rent and performing the conditions aforesaid, shall at all times during the said term peaceably and quietly have, hold and enjoy the said premises for the term aforesaid, for the purposes hereinabove set forth.

(4) That any improvements constructed by the lessee, its grantees, sublessees and licensees, on said premises shall be done without expense to the City and said lessee shall have the privilege, upon the termination of this lease, of removing or causing to be removed from said demised premises, without expense to the City, all improvements or installations which have been placed thereon by it, its grantees, sublessees and licensees.

(5) Said lessee agrees that on the last day of said term, or other sooner termination of this lease, it shall and will peaceably and quietly leave, surrender and yield up to 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 damage by the elements excepted.

(6) It is further agreed that in the event this lease is cancelled, or upon the termination of the term of this lease, the lessee shall furnish the City with a good and sufficient quitclaim deed to all premises described herein.

(7) Said lessee agrees to save the City harmless from any damage which may result to the City by reason of the use of the property above described occasioned by any negligent act or omission on the part of said lessee, its agents, employees, grantees, sublessees, and licensees.

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. 2877 (NS.) of the ordinances of The City of San Diego, authorizing such execution, and said lessee has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate name and seal to be hereunto affixed the day and year in this agreement first above written.

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

City Manager

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, Lessee

By J. M. ELLIOTT

Its Assistant to General Manager (SEAL)

ATTEST: C. W. JONES Assistant Secretary

I hereby approve the form of the foregoing Lease this 25 day of August, 1944.

J. F. DuPAUL,

City Attorney

STATE OF CALIFORNIA

) ss.

County of Los Angeles

On this 6th day of September, in the year one thousand nine hundred and forty-four, before me, S. A. Forrester, a Notary Public in and for said County of Los Angeles, State of California, personally appeared J. M. Elliott, known to me to be the Assistant to General Manager, and C. W. Jones, known to me to be the Assistant Secretary of The Atchison, Topeka and Santa Fe Railway Company and 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 in said County the day and year in this certificate first above written.

S. A. FORRESTER

(SEAL)

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Atchison Topeka & Santa Fe Railway Co. for portion Pueblo Lots 1293 and 1294 for re-aligning main track line; being Document No. 350032.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

## L E A S E

THIS AGREEMENT, made and entered into as of the 15th day of April, 1943, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California hereinafter designated as the City, and THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a corporation, hereinafter designated as the lessee, WITNESSETH:

That pursuant to and under the authority of the provisions of Ordinance No. 2635 (N.S.) of the ordinances of The City of San Diego, adopted by the Council of said City on the 23rd day of March, 1943, the said City does by these presents lease, demise and let unto the said lessee the following described property situate in The City of San Diego, County of San Diego, State of California, to-wit:

That portion of Pueblo Lot 1305 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof made by James Pascoe in 1870, a certified copy of which map is filed as Miscellaneous Map No. 36, in the office of the County Recorder of said County of San Diego, lying between the northwesterly line of the right of way (100 feet in width) of The Atchison, Topeka and Santa Fe Railway Company, formerly the California Southern Railroad Company, as provided by the Board of Trustees of The City of San Diego, California, on November 11, 1880, and the following described line: Commencing at a point on the northeasterly line of said Pueblo Lot 1305, said northeasterly line being also the northeasterly boundary line of the said City of San Diego, distant therealong 646.10 feet northwesterly from the southeasterly corner of said Pueblo Lot 1305; thence southwesterly in a direct line making an angle of 80° 04' 30" with said northeasterly line a distance of 940.17 feet to a point on the south line of said Pueblo Lot 1305 distant therealong 1044.98 feet westerly from the said southeasterly corner; containing 1.25 acres, more or less.

TO HAVE AND TO HOLD the same for a term of fifteen (15) years from the date hereof, at a rental of ten dollars (\$10.00) per year, payable annually in advance.

This lease is made upon the following conditions:

(1) That the above-described premises are leased to the lessee, and shall at all times during the term hereof be used for the purpose of realigning the main line tracks of the lessee, and for the extension of a passing track, together with the installation and maintenance of facilities necessary in connection therewith and incidental thereto, together also with the installation and maintenance by the lessee or its grantees, sublessees and licensees, of facilities customarily constructed upon, along, under and across railroad rights of way.

(2) That this lease shall not be assigned or transferred, nor, except as provided in the next preceding paragraph, shall the lessee have the right to sublet the leased premises or any part thereof without the consent of the Council of said City, evidenced by resolution duly adopted.

(3) That the lessee, paying the said rent and performing the conditions aforesaid, shall at all times during the said term peaceably and quietly have, hold and enjoy the said premises for the term aforesaid, for the purposes hereinabove set forth.

(4) That any improvements constructed by the lessee, its grantees, sublessees, and licensees, on said premises shall be done without expense to the City and said lessee shall have the privilege, upon the termination of this lease, of removing or causing to be removed from said demised premises, without expense to the City, all improvements or installations which have been placed thereon by it, its grantees, sublessees and licensees.

(5) Said lessee agrees that on the last day of said term, or other sooner termination of this lease, it shall and will peaceably and quietly leave, surrender and yield up to 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 damage by the elements excepted.

(6) It is further agreed that in the event this lease is cancelled, or upon the termination of the term of this lease, the lessee shall furnish the City with a good and sufficient quitclaim deed to all premises described herein.

(7) Said lessee agrees to save the City harmless from any damage which may result to the City by reason of the use of the property above described occasioned by any negligent act or omission on the part of said lessee, its agents, employees, grantees, sublessees and licensees.

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. 2635 (N.S.) of the ordinances of The City of San Diego, authorizing such execution, and said lessee has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate name and seal to be hereunto affixed the day and year in this agreement first above written.

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

City Manager

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, Lessee  
By J. M. ELLIOTT  
Its Assistant to General Manager

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

I hereby approve the form of the foregoing Lease this 25 day of August, 1944.  
J. F. DuPAUL, City Attorney

STATE OF CALIFORNIA }  
County of Los Angeles } ss.

On this 6th day of September, in the year one thousand nine hundred and forty-four, before me, S. A. Forrester, a Notary Public in and for said County of Los Angeles, State of California, personally appeared J. M. Elliott, known to me to be Assistant to the General Manager, and C. W. Jones known to me to be the Assistant Secretary of The Atchison, Topeka and Santa Fe Railway Company and 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 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 Lease with Atchison, Topeka & Santa Fe Railway Co. for portion Pueblo Lot 1305 for realigning main track line; being Document No. 350031.

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. 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 eight dollars (\$308.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of September, 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 termination of said Mission Boulevard at the northerly end of Mission Bay Bridge and the southerly line of San Fernando Place, in the City of San Diego, California, as particularly described in Resolution of Intention No. 79490, adopted by the Council of said City on May 17, 1944, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereby attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

SAN DIEGO GAS &amp; 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

ATTEST: J. A. CANNON Secretary

(SEAL)

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

(SEAL)

STATE OF CALIFORNIA,

) ss.

County of San Diego

On this 11th day of September, 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 16 day of September, 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. 79939 passed and adopted on the 5th day of September, 1944, require and fix the sum of \$308.00 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. 2

THIS AGREEMENT, made and entered into this 19th day of September, 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 certain street lamps on mast arms attached to poles located in MISSION BOULEVARD, between the southerly termination of said Mission Boulevard, between the southerly termination of said Mission Boulevard at the northerly end of Mission Bay Bridge and the southerly line of San Fernando Place, 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, 1944, to-wit, to and including August 16, 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. 2", filed June 20, 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 forty-fix and 24/100 dollars (\$246.24) in twelve equal monthly installments, drawn upon the Street Light fund of said City.

And said second party further 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 eighty-four and 96/100 dollars (\$984.96) in twelve equal monthly installments, drawn upon that certain special funds 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 eighty-four and 96/100 dollars (\$984.96) 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 eighty-four and 96/100 dollars (\$984.96).

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 forty-six and 24/100 dollars (\$246.24), 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  
Vice President in Charge of Sales (SEAL)

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
G. C. CRARY  
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  
Deputy

I hereby approve the form of the foregoing Contract, this 16 day of September, 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 No2; being Document No. 350040.

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. E. Greene is the owner of Lots 1, 2, 3, 12, 11, 10, Block 161, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of Sept 1944, by E. E. Greene that he will, for and in consideration of the permission granted to remove 35 feet of curbing on 3649 India St. and 12 feet on Chalmers between India & Columbia, adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

E. E. GREENE  
4803 Hart Dr.

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

On this 7th day of Sept, 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 E. E. Greene known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 September, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED SEP 21 1944 30 min. past 2 P.M. in Book 1733 at page 384 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.  
C. A. SCHMUCKER  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from E. E. Greene; being Document No. 350036.

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 September, 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 T. E. HAYS, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1,050.00) per month, to-wit:

Downtown area, daily collections Monday through Friday: The east side of 5th Avenue, from Beech to Market Streets.

Collection Day:

Monday - The east side of 40th Street to the west side of 43rd Street; from the north side of University Avenue to the south side of El Cajon Avenue.

Tuesday - East side of Illinois Street to the west side of 33rd Street and Wabash Avenue; from the north side of University Avenue to the south side of El Cajon Avenue.

Wednesday - East side of Park Boulevard to all of Florida Street; Upas Street to the south side of University Avenue.

Thursday - West side of 6th Avenue to all of Front Street; from the north side of Spruce Street to the south side of Walnut Avenue; from the south side of Spruce Street to Nutmeg Street; from all of Brant Street to all of Third Street.

First and Third Fridays - Encanto and Valencia Park.

Second and Fourth Fridays - East side of 32nd Street to the west side of Euclid Avenue; from the north side of Imperial Avenue to the south side of "A" Street.

The period of this contract shall extend from September 1, 1944, to and including December 31, 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 nor 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 over.....	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 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.

(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 (\$1,050.00) 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. 79925 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

T. E. HAYS

Contractor

I hereby approve the form and legality of the foregoing Contract this 16 day of September, 1944.

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 \$4200.00

Dated AUG 28 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo T. E. HAYS Refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with T. E. Hays for collection of City refuse; being Document No. 350045.

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 September, 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 CARL C. STARLING, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of Twelve Hundred Dollars (\$1200.00) per month, to-wit:

Down-town area, daily collections Monday through Friday; the west side of 5th Avenue from Beech to Market Streets.

#### Collection Day:

Monday - From the County line to all of Van Dyke Avenue; from the north side of Monroe Avenue to the south side of Adams Avenue; from the east side of 40th Street to the west side of 43rd Street; from the north side of El Cajon Avenue to the south side of Monroe Avenue.

Tuesday - The east side of Utah Street to the west side of Illinois Street; from the north side of University Avenue to the south side of El Cajon Avenue.

Wednesday - The east side of Vermont Street to the west side of Richmond Street; from the north side of Robinson Avenue to the south side of University Avenue; from the east side of Vermont Street to the west side of Park Boulevard; from all of Upas Street to the south side of Robinson Avenue; also Myrtle Way, Roosevelt School and Boy Scout Headquarters.

Thursday - West side of 6th Avenue to the east side of Front Street; from the north side of Walnut Avenue to the south side of Pennsylvania Avenue; from the east side of Reynard Way to the west side of Front Street; from all of Maple Street along the canyon rims to Walnut Avenue.

Friday - East side of 18th Street to the west side of 24th Street; from the north side of Market Street to the south side of Broadway.

Saturday - East side of First Avenue to 6th Avenue; from the north side of Hawthorn Street to the south side of Maple Street.

The period of this contract shall extend from September 1, 1944, to and including December 31, 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 nor 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 over.....	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 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.

(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. 79926 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  
CARL C. STARLING  
Contractor

I hereby approve the form and legality of the foregoing Contract this 14 day of September, 1944.

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 \$4,200.00

Dated AUG 28 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo CARL C. STARLING refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Carl C. Starling for collection of City refuse; being Document No. 350066.

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.

THIS CONTRACT, made and entered into this 22nd day of March 1944, 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 1600 units to be located in or near the City of San Diego, (Identification No. CAL-4782), 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, 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: 492' West of East Line of Pueblo Lot 220 on Midway 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 OMER MILLS

For the Federal Public Housing Commissioner

THE CITY OF SAN DIEGO

ATTEST: FRED W. SICK (SEAL) By WALTER W. COOPER, City Manager  
City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the United States for water at Frontier Housing Project (Cal 4782); being Document No. 350069.

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.

THIS CONTRACT, made and entered into this 25th day of February 1944, 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 units to be located in or near the City of San Diego, (Identification No. CAL-4798), 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: 735' South of South Line of Midway on Rosecrans East. 505' South of South Line of Midway on Rosecrans 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.

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 OMER L. MILLS

For the Federal Public Housing Commissioner

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with the United States for water at Frontier Housing Project (Cal-4798); being Document No. 350070.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten 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 15th day of June 1944, 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 600 units to be located in or near the City of San Diego, (Identification No. CAL-4797), 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 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: 218' North of North Line of Riley on Moore 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.

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 OMER . MILLS

For the Federal Public Housing Commissioner

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

ATTEST: 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 at Frontier Housing Project (Cal. 4797); being Document No. 350071.

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 390 square foot building, attached to an existing dwelling to be used as garage and storage room.

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

Eleanor Patterson and George W. Patterson, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Lot Fifty nine (59) (Westerly one-half (1/2) Block--Subdivision Bonnie Brae, located at 4804 Circle Drive;

That I desire to construct a 390 square foot building, attached to the existing dwelling and built to the front line of the dwelling, with a four (4) ft. sideyard on the Northeast-erly lot line and an eight (8) ft. sideyard on the Northwest-erly lot line and applied for an amendment of Resolution No. 679, by letter dated September 5, 1944.

That I, in consideration of approval granted by the City of San Diego to build said building with the sideyards as stated above by Zoning Committee Resolution No. 727, dated September 14, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the above described garage and storage room addition will at no time 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.  
GEORGE W. PATTERSON M.D. ELEANOR W. PATTERSON  
4804 Circle Drive 4804 Circle Drive

On this 19th day of September A.D. Nineteen Hundred and forty-four, before me, Lettie E. Deits a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George W. Patterson M.D., and Eleanor W. Patterson 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) Lettie E. Deits  
Notary Public in and for the County of San Diego,  
My Commission expires Nov. 19, 1947 State of California  
RECORDED SEP 21 1944 30 min. past 2 P.M. in Book 1733 at page 385 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. I. ERB  
C. A. SCHMUCKER  
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 George W. and Eleanor Patterson regarding construction and use of building as garage and storage room; being Document No. 350073.

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, Thomas Hester is the owner of Lots 12 & 11, Block 89, of Middletown;  
NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of Sept. 1944, by Thomas Hester that he will, for and in consideration of the permission granted to remove 16 feet of curbing on India between Maple and Nutmeg, 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 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.

THOMAS HESTER  
2666 India

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

On this 18 day of September, 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 Thomas Hester known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) DORIS SMYLLIE  
Notary Public in and for the County of San Diego,  
My Commission expires July 25, 1945 State of California  
I HEREBY approve the form of the foregoing agreement this 19th day of September, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED SEP 21 1944 30 min. past 2 P.M. in Book 1733 at page 386 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. I. ERB  
C. A. SCHMUCKER  
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 Thomas Hester; being Document No. 350075.

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

By Francis T. Tatten 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 themselves, their successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this first day of September, 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 the Director of Public Works of said City, asphaltic concrete base, asphaltic wearing surface and/or sheet wearing surface, and plant mixed surfacing, for street patching, repairs and surfacing in said City, for the period beginning September 1, 1944, and ending September 1, 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.

ATTEST \_\_\_\_\_

STATE OF CALIFORNIA )  
County of San Diego ) ss.

Principal  
PACIFIC EMPLOYERS INSURANCE COMPANY  
By ROBERT F. DRIVER Attorney-in-fact  
Sureties (SEAL)

On this 1st day of September, 1944, 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 foregoing bond this 22 day of September, 1944.  
J. F. DuPAUL,

City Attorney  
I hereby approve the foregoing bond this 21st day of Sept., 1944.  
WALTER W. COOPER  
City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 22nd day of September, 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 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 concrete base; asphaltic wearing surface or sheet wearing surface; and plant mixed surfacing; for street patching, repairs and surfacing in The City of San Diego, California, for the period beginning September 1, 1944, and ending September 1, 1945; all in accordance with the specifications therefor contained in Document No. 349499, 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:

<u>Asphaltic concrete base:</u>	
Under 100 tons, per ton.....	\$ 3.62 plus Cal. sales tax.
100 to 200 tons, per ton.....	\$ 2.75 plus Cal. sales tax.
Over 200 tons, per ton.....	\$ 2.75 plus Cal. sales tax.
<u>Asphaltic wearing surface, and/or sheet wearing surface:</u>	
Under 100 tons, per ton.....	\$ 4.46 Inc. Cal. sales tax.
Over 100 tons, per ton.....	\$ 3.67 Inc. Cal. sales tax.
<u>Plant mixed surfacing:</u>	
Under 100 tons, per ton.....	\$ 3.10 Inc. Cal. sales tax.
100 to 200 tons, per ton.....	\$ 2.75 Inc. Cal. sales tax.
Over 200 tons, per ton.....	\$ 2.75 Inc. Cal. 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:

<u>For asphaltic concrete base:</u>	
Under 100 tons, per ton.....	\$3.62 plus Cal. sales tax
100 to 200 tons, per ton.....	\$2.75 plus Cal. sales tax
Over 200 tons, per ton.....	\$2.75 plus Cal. sales tax
<u>For asphaltic wearing surface, and/or sheet wearing surface:</u>	
Under 100 tons, per ton.....	\$4.46 Inc. Cal. sales tax.
Over 100 tons, per ton.....	\$3.67 Inc. Cal. sales tax
<u>For plant mixed surfacing:</u>	
Under 100 tons, per ton.....	\$3.10 Inc. Cal. sales tax
100 to 200 tons, per ton.....	\$2.75 Inc. Cal. sales tax
Over 200 tons, per ton.....	\$2.75 Inc. Cal. sales tax

The City's minimum requirements for the four types of asphalt patching materials will be approximately 25,000 tons.

Said payments shall be made as follows: Payment will be made for materials purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the materials to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the materials delivered will not be made until completion of the contract, and until releases shall have been executed and filed as hereinafter provided, and until five days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part 3, Code of Civil Procedure of the State of California.

When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager, and when a release of all claims against The City of San Diego under or by virtue of this contract shall have been executed by the contractor, and when five days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made to said contractor.

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. 79921 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)  
G. R. DALEY, Contractor

ATTEST:

I hereby approve the form and legality of the foregoing Contract this 22 day of Sept., 1944.

J. F. DuPAUL,  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Daley Corporation for furnishing street patching and surfacing material; being Document No. 350122.

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 18th day of September, 1944, by and between the EDFLETCHER COMPANY, a corporation, and MARGARET STEELE TAYLOR LARSON, parties of the first part, hereinafter called "Lessors", and THE CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter called "Lessee", WITNESSETH:

THAT WHEREAS, the parties of the first part are the owners of that certain building at the northeast corner of Ninth Avenue and E Street, in the City of San Diego, County of San Diego, State of California, located on Lot "F", in Block 48 of Horton's Addition in the City of San Diego, and that the Lessee is desirous of leasing from the said Lessors said building, to be occupied by the San Diego Public Library;

NOW, THEREFORE, the said Lessors do hereby demise and let unto the said Lessee, and the said Lessee does hereby rent and take from the said Lessors all of said building hereinabove mentioned, to have and to hold the said premises for the period of two years, commencing on the 1st day of September, 1944, up to and including the 31st day of August, 1946, at a rental of Six Hundred Dollars (\$600.00) per month, payable in advance on the first day of each and every month during said term.

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

It is further understood and agreed that the Lessors, at their own expense, will repair and maintain the roof of said building free from leakage and repair the ceiling and side wall plaster in case of falling or cracking caused by leakage or structural defects.

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

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



and elect.

It is further understood and agreed that the Lessee shall be permitted to remove from said premises upon the termination of this lease all fixtures, equipment and other property placed therein by the Lessee, excepting floor coverings and roller shades which will be left upon said premises and thereupon become the property of the Lessors; 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~~ (90) days from the date of injury, this lease may be terminated by either party. That in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy; provided, however, that in no event shall the Lessors be required to repair damage to fixtures, equipment and other property placed therein by the Lessee, and removable by said Lessee, as herein provided.

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

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

IN WITNESS WHEREOF, the Lessors have duly executed this instrument, 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. 79927 authorizing such execution, the day and year first hereinabove written.

ATTEST: K. L. MAY

ED FLETCHER COMPANY (SEAL)  
By ED FLETCHER  
MARGARET STEELE TAYLOR LARSON  
Lessors,

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

I HEREBY APPROVE the form and legality of the foregoing Lease this 22 day of September, 1944.

J. F. DuPAUL,  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Ed Fletcher Company and Margaret Steele Taylor Larson for Library building in Block 48 Horton's Add.; being Document No. 350123.

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

By Francis T. Tatten Deputy

CONTRACT NO. W-04-161-E(S.C.-IX)-19  
NEGOTIATED UTILITY SERVICE CONTRACT  
(no connection charge - Water service)

802 Muirlands Drive, otherwise known as  
Site No. 3 La Jolla Hermosa La Jolla San Diego California  
(Station or premises to be served) (City) (County) (State)  
Premises are Government-owned

Bills will be rendered to Purchasing & Contracting Office, Supply Division at Fort Rosecrans, San Diego 15, Calif.

Payment will be made by Finance Officer, United States Army at Camp Callan, San Diego 14, 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:

559-2032 P 320-05 A 212/50905

CONTRACTOR'S PROPOSAL

Date 1 September 1944

At the request of the United States the undersigned offers and agrees to furnish required water service, beginning on 1 September 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 below or attached hereto; General Provisions on the reverse side hereof; and Special Provisions numbers 1 to \_\_\_\_\_ inclusive (if attached and made part hereof in accordance with the footnote entitled "Special Provisions")

Meter #2T6604685

City of San Diego Water Department  
(Contractor)  
Room 164, Civic Center, San Diego 1, Calif.  
(Address)

By WALTER W. COOPER  
Title City Manager  
(Authorized to make this proposal)

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this first day of September 1944.

UNITED STATES OF AMERICA  
By BAILEY SKINNER  
Bailey Skinner, Major, Q.M. Corps,  
Title Purchasing and Contracting Officer  
Contracting Officer

RATES

In accordance with Ordinance No. 2530 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 public regulatory body having jurisdiction of said matters, or where such rules are not so on file, by standards approved by the United States Bureau of Standards.

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 payments 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 received for file from the Contractor in authorized manner rates that are higher or rates that are lower than those 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. <sup>Authorized representatives of the Contractor</sup> 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 provisions 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 had 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.

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 above will be also 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 materials shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS - If this contract is for an amount of \$1000 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 institutions, 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 assigner 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 document for copy of ordinance)

I HEREBY CERTIFY that the above and foregoing is a full (except Ordinance 2530 N.S.) true and correct copy of Contract for water service to the United States Army at 802 Muirlands Drive La Jolla; being Document No. 350124.

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 a Watchmaker and Jewelry Repair Shop

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

Alexander H. Opolski and Edna M. Opolski, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Lot Nine (9) Subdivision Reynard Hills, located at 633 Arroyo Drive;

That we desire to use the existing garage on the above described property as a Watchmaker and Jewelry Repair shop and have applied for a Zone Variance under Petition No. 2411, dated August 7, 1944;

That we, in consideration of approval granted by the City of San Diego to use said garage as a Watchmaker and Jewelry Repair Shop, by the Zoning Committee Resolution No. 717, dated September 14, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation that we will post no signs on the property; no retail sales will be made except retail sales accessory to watch and jewelry repair; and that six months after hostilities in the present war cease, we will then discontinue the watch and jewelry repair business on the above described property;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which

title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

EDNA M. OPOLSKI  
633 Arroyo Dr.

ALEXANDER H. OPOLSKI  
633 Arroyo Dr. San Diego, Cal.

On this 20 day of Sept. A.D. Nineteen Hundred and 44, before me, Eugene C. Engel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edna M. Opolski and Alexander H. Opolski 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 1617 - 3rd Ave. County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) EUGENE C. ENGEL  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Dec. 8, 1944  
RECORDED SEP 28 1944 6 min. past 10 A.M. in Book 1752 at page 125 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Alexander H. and Edna M. Opolski regarding watchmaking and jewelry repair at 633 Arroyo Drive; being Document No. 350126.

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

By Francis T. Tatten Deputy

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

Regarding construction of Addition to Residence  
Regarding use of addition to residence

STATE OF CALIFORNIA  
County of San Diego  
City of San Diego

ss.

Rosetta F. Johnston, after being first duly sworn, deposes and says;

That I am the owner of the hereinafter described real property; Lot Portion of Lot 23 Block \_\_\_\_\_ Subdivision La Mesa Colony, located at 6381 El Cajon Boulevard;

That I desire to build a second story (consisting of four (4) bedrooms and a bath) on my residence at the above address.

That I, in consideration of approval granted by the City of San Diego to build a second story on my residence at the above address do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the second story addition will never be used as part of the auto court existing on the same property; and that it will always be used as a part of my 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.

ROSETTA F. JOHNSTON  
6381 El Cajon Blvd.

On this 23 day of Sept. 1944 A.D. Nineteen Hundred and 44 Milton D. Rigg, before me, \_\_\_\_\_ a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rosetta F. Johnston known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) MILTON D. RIGGS  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Nov. 20, 1946  
RECORDED SEP 28 1944 7 min. past 10 A.M. in Book 1752 at page 126 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Rosetta J. Johnston for addition to residence at 6381 El Cajon Boulevard; being Document No. 350173.

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

By Francis T. Tatten Deputy

#### UNDERTAKING FOR STREET LIGHTING

Pacific 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 THREE HUNDRED NINETY DOLLARS (\$390.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of September, 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 EVERTS STREET, FANUEL STREET, GRESHAM STREET, LORING STREET, WILBUR AVENUE, BERYL STREET, LAW STREET, CHALCEDONY STREET, MISSOURI STREET, and DIAMOND STREET, within the limits and as particularly described in Resolution of Intention No. 79655, adopted June 27, 1944, 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: \_\_\_\_\_

THE CENTURY INDEMNITY COMPANY (SEAL)  
By FRANKLIN T. HALE  
Attorney-in-Fact  
Surety

STATE OF CALIFORNIA, )

ss.

County of San Diego )

On this 19th day of September, 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 26 day of September, 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. 79959 passed and adopted on the 12th day of September, 1944, require and fix the sum of \$390.00 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

##### Pacific Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 26th day of September, 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:

EVERTS STREET, between the northerly line of North Shore Highlands and the southerly line of Diamond Street;

FANUEL STREET, between the northerly line of North Shore Highlands and the center line of Garnet Street;

GRESHAM STREET, between the northerly line of North Shore Highlands and the southerly line of Diamond Street;

LORING STREET, between the easterly line of Everts Street and the westerly line of Gresham Street;

WILBUR AVENUE, between the easterly line of Everts Street and the westerly line of Gresham Street;

BERYL STREET, between the easterly line of Everts Street and the westerly line of Gresham Street;

LAW STREET, between the easterly line of Everts Street and the westerly line of Gresham Street;

CHALCEDONY STREET, between the easterly line of Everts Street and the westerly line of Gresham Street;

MISSOURI STREET, between the easterly line of Everts Street and the westerly line of Gresham Street; and

DIAMOND STREET, between the easterly line of Everts Street and the westerly line of Gresham Street.

Such furnishing of electric current shall be for a period of one year from and including September 1st, 1944, to-wit, to and including August 31st, 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 Pacific Beach Lighting District No. 1", filed July 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 One Thousand Five Hundred Sixty Dollars (\$1560.00) 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 "Pacific 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 One Thousand Five Hundred Sixty Dollars (\$1560.00) shall be paid out of any other fund than said special fund designated as "Pacific 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 Five Hundred Sixty Dollars (\$1560.00).

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 H. DEGRAFF AUSTIN  
ERNEST J. BOUD  
CHARLES C. DAIL  
WALTER W. AUSTIN  
PAUL J. HARTLEY  
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 26 day of September, 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 Undertaking for Pacific Beach Lighting District No. 1; being Document No. 350184.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Taden Deputy

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

THIS AGREEMENT, executed in quadruplicate the 25th day of January, 1944, by and between THE CITY OF SAN DIEGO, of the County of San Diego, State of California, hereinafter called the Licensors; and the STATE OF CALIFORNIA, through its State Forester, with the approval of the Director of the Department of Natural Resources and the Director of the Department of Finance, hereinafter called the Licensee;

WITNESSETH: That in consideration of the mutual undertaking, promises, agreements and the mutual benefits to accrue to the parties hereto, and subject to the conditions herein contained, the parties hereto for themselves, their heirs, successors and assigns, mutually agree as follows:

The Licensors being the legal owner or the lawful authorized agent for the owner of the following described real property, situate, lying and being in the County of San Diego, State of California, and more particularly described as follows, to-wit:

SE 1/4, NW 1/4 Sec. 36, Twp. 14 S, R 1 W, and SW 1/4, NE 1/4, Sec. 36 Twp. 14 S, R 1 W, and NE 1/4, SE 1/4, Sec. 36, Twp. 14 S, R 1 W, and SE 1/4, SE 1/4, Sec. 36, Twp. 14 S, R 1 W, and NW 1/4, SW 1/4, SW 1/4, Sec. 31, Twp. 14 S, R 1 E, and NE 1/4, NW 1/4, SW 1/4, SW 1/4, Sec. 31, Twp. 14 S, R 1 E.

does hereby license to the Licensee as easement or right of way for the purpose of constructing and maintaining a telephone line (cross-arm construction) over and across the above described property for the purpose of forest fire protection. Said easement or right of way will traverse the above described premises according to the following general courses and distances, to-wit:

From a point approx. 200 ft. S of NW Corner of SE 1/4, NW 1/4, Sec. 36, Twp. 14 S, R 1 W, meandering in a southeasterly direction to a point approx. 350 ft. S of the NE Corner of SE 1/4, SE 1/4, Sec. 36, Twp. 14 S, R 1 W, thence to a point about 100 feet S of NE Corner of NW 1/4, SW 1/4, SW 1/4, Sec. 31, Twp. 14 S, R 1 E.

The Licensee shall have the right of ingress and egress upon, along and within said property, easement or right of way, necessary for all purposes connected with the proper construction, maintenance, use, operation, repair, reconstruction and patrolling thereof, for all of the purposes and uses herein specified, and the Licensee shall, at its own cost, keep easement or right of way in good repair, and this license shall be effective only so long as said easement or right of way shall be used as a telephone line, by the Licensee, and so long as the same shall be maintained and kept in repair by the Licensee, and all rights conveyed hereunder shall revert to the owner of the land if and when the said use shall be abandoned or discontinued for a period of two or more years.

It is mutually understood and agreed that no alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and that no oral understandings or agreements not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the parties hereto shall be binding on any of the parties hereto.

This agreement is made and said license and permit is granted upon the following express conditions:

(1) That the telephone line, together with the necessary wires and fixtures therefor, must be so constructed as in no manner to interfere with the use of the surface of said lands for reservoir purposes; and the license to maintain said fixtures for telephone service shall be subject to revocation by The City of San Diego upon thirty days' written notice, and said City shall not be liable for any damages for such revocation.

(2) That The City of San Diego shall not be liable for any damage to any premises or persons by reason of the authority granted herein, to construct, operate and maintain the necessary improvements hereinabove contemplated.

IN WITNESS WHEREOF, The City of San Diego has caused this License to be executed by its City Manager, pursuant to a resolution of the Council authorizing such execution, and the State of California has caused this agreement to be executed by its officers thereunto duly authorized, the day and year first hereinabove written..

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

STATE OF CALIFORNIA  
By WARREN T. HANNUM Director  
Department of Natural Resources  
M. B. PRATT State Forester  
Chief of Division of Forestry

Department of Finance  
APPROVED APR 11 1944  
JAMES S. DEAN, Director

I hereby approve the form and legality of the foregoing Agreement this 21st day of September, 1944.

J. F. DuPAUL, City Attorney

Approved as to budget  
D. H. BLOOD  
Department Accounting Officer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with the State of California Division of Forestry for telephone line near Foster; being Document No. 350201.

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 11th day of September, 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:

Description of Property	Sold to State	Cert. No.	Deeded to State	Deed No.
VALENCIA PARK UNIT #2:				
Lot 25, Block 8	6-30-30	133286	8-1-35	6545
Lot 26, Block 8	6-29-29	50846	8-1-34	10669
Lot 27, Block 8	6-29-29	50847	8-1-34	10670
Lot 10, Block 19	6-29-31	53600	7-1-36	2115
Lot 11, Block 19	6-29-29	50932	8-1-34	10790
Lot 17, Block 19	6-29-29	50938	8-1-34	10796
Lot 18, Block 19	6-29-29	50989	8-1-34	10797
Lot 16, Block 24	6-29-29	51125	8-1-34	10925
PACIFIC BEACH SUBDIVISION:				
Acre Lot 3	6-29-32	13601	7-1-37	1427

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 Sept. 11, 1944 (As of date of Execution of Agreement)	2nd Payment Sept. 11 1945 (Anniversary Date of Agreement)	3rd Payment Sept. 11, 1946 (2nd Anni- versary date of Agreement)	Final Payment (Upon exercise of Option)
VALENCIA PARK UNIT #2:				
Lots 25, 26, 27, Block 8, Lots 10, 11, 17 and 18, Block 19,	\$ 7.00	\$ 7.00	\$ 7.00	\$ 70.00
Lot 16, Block 24,	\$ 2.50	\$ 2.50	\$ 2.50	\$ 25.00
Acre Lot 3, Pacific Beach Sub- division,	\$ 75.00	\$ 75.00	\$ 75.00	\$ 750.00

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 cancelled, and shall not in that event be due or owing to said County.

4. 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; provided, further, that said City shall also have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151, to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. 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.

6. 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 resolution duly passed and adopted on the \_\_\_\_\_ day of \_\_\_\_\_, 1944, has caused this agreement to be executed in quadruplicate, and the City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 79896, adopted on the 22nd day of August, 1944, the day and year first hereinabove written.

BOARD OF SUPERVISORS OF THE COUNTY  
OF SAN DIEGO, STATE OF CALIFORNIA  
By DAVID W. BIRD  
Chairman

ATTEST: J. B. McLEES, County Clerk and  
Ex-officio Clerk of the Board of Supervisors  
By VLASTA R. RUCHER

Deputy (SEAL)

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 Sept. 1, 1944

T. A. CLARKSON

Chief Deputy 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 approves said agreement.

Dated September 20, 1944.

HARRY B. RILEY, Controller of the  
State of California (SEAL)  
By BERT FOSTER

Deputy

APPROVED as to form Date 9/5/44

THOMAS WHELAN, District Attorney in and  
for the County of San Diego, State of  
California  
By CARROLL H. SMITH  
Deputy

Date Aug. 25, 1944

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to purchase tax-deeded lands in Valencia Park Unit #2 and Acre Lot 3, Pacific Beach; being Document No. 350202.

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

By Francis T. Patten Deputy

NATIONAL HOUSING AGENCY FEDERAL PUBLIC HOUSING AUTHORITY  
785 Market Street San Francisco 3, California

Contract No. HA(CAL-4151)cph-101

Date: May 1, 1944

Notice of Renewal

City of San Diego a Municipal Corporation  
Gentlemen:

You are advised that, pursuant to the terms of that certain lease dated July 31, 1941 by which you leased to the United States of America 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 1, 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, 1944 and ending June 30, 1945, at a rental of \$300 per annum, payable on the 30th day of June, 1945.

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 OMER F. MILLS  
Assistant Director for Management

Receipt of the foregoing Notice of Renewal is hereby acknowledged this 29th day of Sept., 1944.

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 Notice of Renewal Federal Public Housing Authority for housing project on portion Pueblo Lot 1311; being Document No. 350214.

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 25th day of September, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter designated as the City, and the SAN DIEGO COUNTY RODEO ASSOCIATION, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the City, for and in consideration of the payment of the rents to be paid by the Lessee, as hereinafter set forth, and in consideration of the covenants of the Lessee hereinafter set out and their faithful performance by such Lessee, and upon and subject to the terms, conditions and reservations herein set 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 53, El Cajon Valley Company's Lands, lying north from the State Highway (formerly San Diego & Arizona Railway Company's right of way), being 10 acres of land, more or less;

For a term of five (5) years, beginning on the 1st day of July, 1944, and ending on the 30th day of June, 1949, at the following rentals: Sixty Dollars (\$60.00) per year, payable in advance at the office of the Lessor annually during said term.

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

First. That the above described premises are leased to said lessee for rodeo exhibitions and appurtenant uses only, and for no other purpose or purposes.

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

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

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

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

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

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

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

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

Twelfth. That the Lessee shall pay all taxes assessed upon the improvements on said premises.

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

It is 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. 79967 of the Council, authorizing such execution, and said lessee has caused this instrument to be executed by its proper officers thereunto duly authorized and its corporate name and seal to be hereunto affixed the day and year in this agreement first above written.

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

THE SAN DIEGO COUNTY RODEO ASSOCIATION, Lessee,  
By G. R. DALEY President (SEAL)

ATTEST:

I HEREBY APPROVE the form and legality of the foregoing Lease this 30th day of September, 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 San Diego County Rodeo Association on portion of Lot 53 El Cajon Valley Company's Lands, being Document No. 350219.

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

By Francis T. Totten Deputy

### LEASE

THIS AGREEMENT, made and entered into this 23th day of September, 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 N. J. PEAHEY, 7851 Pacific Highway, San Diego 9, California, hereinafter designated as the Lessee, WITNESSETH:

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

Pueblo Lot 1240 of the Pueblo Lands of San Diego, according to the Map thereof by James Pascoe dated 1870, filed as Miscellaneous Map No. 36 in the office of the County Recorder of said County;

For a term of five (5) years, beginning on the 9th day of September, 1944 and ending on the 8th day of September, 1949, at the following rentals: Sixty Dollars (\$60.00) per year payable in advance at the office of the Lessor annually during said term.

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

First. That the above described premises are leased to said lessee for 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 Common Council of said City.

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed.

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. 79993 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  
N. J. PEAHEY  
Lessee



I HEREBY APPROVE the form of the foregoing Lease this 30th day of September, 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 N. J. Peavey for agricultural and stock grazing purposes on Pueblo Lot 1240; being Document No. 350220.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

LICENSE FROM THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY TO CITY OF SAN DIEGO COVERING 24" WATER PIPE LINE ACROSS A PORTION OF RAILWAY COMPANY'S RIGHT OF WAY IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA. DATED AUGUST 18, 1944.

INDENTURE OF LICENSE, Made this 18th day of August, 1944, between THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY, a Kansas corporation, hereinafter called "Railway Company", First party, and the CITY OF SAN DIEGO, a California municipal corporation, hereinafter called "City", second party.

IN CONSIDERATION of the sum of Ten Dollars (\$10), lawful money of the United States of America, to it paid, and of other good and valuable considerations, the receipt whereof is hereby acknowledged, the Railway Company does hereby give unto the City license and permission to construct, maintain, use and reconstruct a water pipe line 24 inches in diameter underneath the track and across all that certain portion of the Railway Company's right of way in the City of San Diego, County of San Diego, State of California, shown by yellow coloring upon print from Drawing No. 77-23883, dated June 3, 1944, hereto attached, marked "Exhibit A" and by reference made a part hereof, and more particularly described as follows, to wit:

A strip of land 20 feet in width by 106.44 feet in average length, in the City of San Diego, County of San Diego, State of California, being a portion of Lots 1 and 2 of Block 347, in Old San Diego, according to the map thereof made by James Pascoe, a certified copy of which is filed as Miscellaneous Map No. 40, in the office of the County Recorder of said County, said strip being all that portion of The Atchison, Topeka and Santa Fe Railway Company's right of way lying between lines which are concentric with and distant 10 feet from and on either side of a curved center line, concave northerly and having a radius of 1000 feet, said center line intersecting the westerly line of said right of way at a point distant 59.54 feet southerly thereon from the northwesterly line of said Block 347 and intersecting the easterly line of said right of way at a point distant 169.43 feet southerly thereon from the northwesterly line of said Block 347; said strip of land containing an area of 0.049 of an acre, more or less.

RESERVING, however, unto the Railway Company, its successors, assigns, licensees, and lessees, the right to construct, maintain, operate and relocate on the hereinabove described premises, or any portion thereof, such railroad track or tracks and facilities as it may deem necessary the same as if this indenture had not been executed.

TO HAVE AND TO HOLD the above described premises unto the City solely for the afore-said purpose so long as said premises shall be so used, together with the right to enter upon and to pass and repass over and along said premises for the purpose of constructing, maintaining, operating, inspecting and repairing said pipe line.

THIS INDENTURE OF LICENSE is made under and subject to the following conditions which the City by the acceptance thereof agrees to keep and perform, viz:

(a) That the City will restore and replace the surface of said premises and will repair any and all damage to the property of the Railway Company above or adjoining said premises resulting in any way by reason of the construction, maintenance, operation, inspection or repair of said pipe line.

(b) That said pipe line shall be constructed and thereafter maintained in a manner which will not interfere with the operation of the Railway Company's trains, locomotives, motors or cars.

(c) That the City will make any change or changes in the location of said pipe line upon the request of the Railway Company whenever such change or changes are rendered necessary in the operation of the Railway Company's line of railway.

(d) That the City will at all times keep said pipe line in good condition and repair, and should it fail so to do the Railway Company may make such repairs as its Chief Engineer may deem necessary for the preservation of its property and under the direction of its Chief Engineer, and the City hereby agrees to refund to the Railway Company the amount expended therefor.

(e) That the City will and it hereby expressly agrees adequately to protect said pipe line placed upon, through and across the hereinabove described land, as and when needed, to permit the Railway Company to lay, maintain, relocate and operate railroad tracks and facilities upon, along and/or across said land.

(f) That if the premises hereinabove described, or any portion thereof, shall cease to be used for the purposes above stated, then and in that event the license hereby given shall, as to such portion or portions, as the case may be, thereupon cease and determine and the Railway Company, its successors and assigns, shall resume possession thereof the same as though this indenture had not been executed.

(g) This instrument is subject to all valid and existing contracts, leases, licenses, easements and encumbrances which may in anywise affect said premises.

THE FOREGOING LICENSE is given upon the further express condition that a representative of the Railway Company may at all times during the progress of the work of constructing and reconstructing said pipe line inspect such work, and that such work shall be done in a manner satisfactory to such representative, and so as not to cause any damage to the Railway Company's facilities, and further that the type of such construction shall be subject to the approval of the Chief Engineer of the Railway Company.

All of the covenants and conditions herein contained shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto respectively.

IN WITNESS WHEREOF the parties have duly executed this instrument, in duplicate, the day and year first above written.

ATTEST: C. W. JONES  
Its Assistant Secretary

(SEAL)

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY  
By J. H. KEEFE Its Vice President

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 License from Atchison Topeka and Santa Fe Railway Company for 24" water pipeline across railway right of way in Old San Diego; being Document No. 350231.

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, Thomas Garland Cox and Rose Helen Cox, husband and wife are the owners of Lot 9, of Granada Tract, Map No. 1191 filed July 13, 1909;

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of September, by Thomas Garland Cox and Rose Helen Cox, husband and wife that they will, for and in consideration of the permission granted to remove forty-eight feet of curbing on Forty-sixth Street between El Cajon Boulevard and Norwood Street, adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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.

THOMAS GARLAND COX      ROSE HELEN COX  
444 West "C" Street, San Diego 1, Calif.

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

On this 30th day of September, 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 Thomas Garland Cox and Rose Helen Cox 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.

LOUISE MIKLOVICI

(SEAL)      Notary Public in and for the County of San Diego,  
My Commission expires 11/25/47      State of California

I HEREBY approve the form of the foregoing agreement this 6th day of October, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED OCT 11 1944 15 min. past 2 P.M. in Book 1745 at page 485 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. DELL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Thomas Garland and Rose Helen Cox; being Document No. 350315.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

North side of Washington  
bet. Eagle & Falcon Sts.

## 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, Justin Hammond is the owner of Lot 9-12, Block 53, of Choates Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of Oct. 1944, by Justin Hammond that he will, for and in consideration of the permission granted to remove 24 feet of curbing on Washington between Falcon and Eagle St. and 10 feet between Washington and Ft. Stockton on Falcon St., 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 this 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.

EDWARD R. WALKER (SEAL)

JUSTIN HAMMOND

720 W. Washington

My Commission expires May 14, 1948

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

On this 5 day of October, A.D. Nineteen Hundred and Forty Four, before me, Edward R. Walker, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Justin Hammond known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

EDWARD R. WALKER

(SEAL)

My Commission expires May 14, 1948

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 \_\_\_\_\_.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED OCT 11 1944 15 min. past 2 P.M. in Book 1746 at page 462 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

E. 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 Justin Hammond; being Document No. 350323.

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 18 ft. by 25 ft. building as additional facilities for the non-conforming dry cleaning plant

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

Charles C. Ryder, 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 Twenty eight (28) inclusive Block Forty four (44) Subdivision W. P. Herbert's Subdivision located at 3686 El Cajon Boulevard;

That I desire to construct said building as additional facilities to the non-conforming dry cleaning plant and have applied for a zone variance under Petition No. 2388, dated July 22, 1944;

That I, in consideration of approval granted by the City of San Diego to construct said building by Zoning Committee Resolution No. 718, dated September 14, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that all loading and unloading will be done off of the public street; maximum number of employees will be forty (40); hours of operation will be from 7:00 AM to 8:00 PM; and that six months after hostilities in the present war cease the number of employees will then be reduced to a maximum of thirty (30);

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. RYDER  
2426 Locust St.

On this 27th day of September 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 Charles C. Ryder known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

SYBIL I. NEWMAN

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires February 25, 1948 State of California

RECORDED OCT 4 1944 20 min. past 3 P.M. in Book 1765 at page 24, of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
By R. N. HOWE

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 with Charles C. Ryder regarding non-conforming dry cleaning plant; being Document No. 350244.

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 living quarters

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

Louis C. De Selm and Abbie L. De Selm, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Villa Lot Three hundred and five (305) Subdivision University Heights, located at 4343 Proctor Place;

That we desire to convert an existing building on the above described property into living quarters with no sideyard and have applied for a yard variance under petition No. 2432, dated August 28, 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. 729, dated September 28, 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 building 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.

LOUIS C. DE SELM  
4343 Proctor Place

ABBIE L. DE SELM  
4343 Proctor Place

On this 2nd day of October 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 Louis C. DeSelm and Abbie L. DeSelm 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 \_\_\_\_\_ County of San Diego, State of California, the day and year in this certificate first above written.

W. W. CULVER

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires Oct. 2, 1944 State of California

RECORDED OCT 4 1944 20 min. past 3 P.M. in Book 1765 at page 25 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
By R. N. HOWE



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 Louis C. and Abbie L. DeSelm regarding use of building as living quarters; being Document No. 350246.

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 alteration of room above a garage into a four(4) room dwelling

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

Mrs. Elsie K. Clagett, after being first duly sworn, for herself deposes and says;  
That I am the owner of the hereinafter described real property; Lots Nineteen (19) and Twenty (20) Block Four (4) Subdivision City Heights Annex No. 1, located at 3819 Fairmont Avenue;

That I desire to alter a room above a garage into a four (4) room dwelling, on the above described property and have applied for a yard variance under petition No. 2447, dated September 15, 1944, as the garage is only approximately 18 inches from the side lot line;

That I, in consideration of approval granted by the City of San Diego to alter said room into living quarters by Zoning Committee Resolution No. 731, dated September 28, 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 room above the garage 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.

ELSIE K. CLAGETT  
3819 Fairmount Ave

On this 30th day of September 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 Elsie K. Clagett known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires March 25, 1945 State of California  
RECORDED OCT 4 1944 20 min. past 3 P.M. in Book 1756 at page 87 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
R. N. HOWE

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 with Elsie K. Clagett regarding alreation of room above garage; being Document No. 350256.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT FOR MODIFICATION OF USE AND  
OCCUPANCY PERMIT

THIS AGREEMENT, made and entered into this 29th day of September, 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 of said City, hereinafter referred to as the first party, and the DOOR OF HOPE HOME OF SAN DIEGO, CALIFORNIA, a California corporation, hereinafter referred to as the second party, WITNESSETH:

THAT WHEREAS, the said parties heretofore, to-wit, on the 14th day of June, 1942, entered into an agreement for the use and occupancy of certain portions of Collier Park, situated in the City of San Diego, California, which said use and occupancy permit is contained in Document No. 339190, on file in the office of the City Clerk of said City; and

WHEREAS, it is the desire of the parties hereto to alter and amend said use and occupancy permit in the particulars hereinafter set forth, but not otherwise;

NOW, THEREFORE, in consideration of the premises, it is hereby agreed as follows:

That the description of the premises described in Parcels II and III of said Use and Occupancy Permit is hereby amended and changed to read as follows:

"Parcel II. (Building) - All that portion of Collier Park situate in the City of San Diego, California, bounded and described as follows:

Beginning at a point on the southwesterly line of said Collier Park distant therealong 172 feet southeasterly from the intersection of the southwesterly line of said Collier Park with the northeasterly prolongation of the southeasterly line of Soto Street, as said Soto Street is shown on Map of Loma Alta No. 1, according to map thereof No. 1078 on file in the Office of the County Recorder of the County of San Diego, California; thence southeasterly along the southwesterly line of said Collier Park a distance of 287.5 feet to a point; thence northeasterly along a line parallel to and distant 459.5 southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street a distance of 250 feet to an intersection with a line parallel to and distant 250 feet northeasterly from the southwesterly line of said Collier Park; thence northwesterly along the last described parallel line a distance of 287.5 feet to an intersection with a line parallel to and distant 172 feet southeasterly from the northeasterly prolongation of the southeasterly line of

correction  
JTF WWC

said Soto Street; thence southwesterly along a line parallel to and distant 172 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street a distance of 250 feet to the point of beginning.

Parcel III. (Recreation) - All that portion of Collier Park, situate in the City of San Diego, California, bounded and described as follows:

Beginning at a point on the southwesterly line of said Collier Park distant therealong 459.5 feet southeasterly from the intersection of the southwesterly line of said Collier Park with the northeasterly prolongation of the southeasterly line of Soto Street, as said Soto Street is shown on Map of Loma Alta No. 1, according to map thereof No. 1078 on file in the office of the County Recorder of the County of San Diego, California; thence southeasterly along the southwesterly line of said Collier Park a distance of 5' feet more or less to an intersection with the northwesterly line of an existing, undedicated dirt road through said Collier Park, said dirt road being approximately 23 feet in width; thence in a general northeasterly direction along the northwesterly line of said undedicated dirt road to an intersection with a line parallel to and distant 250 feet northeasterly from the southwesterly line of said Collier Park; thence northwesterly along the last described parallel line to an intersection with a line parallel to and distant 459.5 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street; thence southwesterly along a line parallel to and distant 459.5 feet southeasterly from the northeasterly prolongation of the southeasterly line of said Soto Street a distance of 250 feet to the point of beginning."

correction  
JTF WWC

5' WWC

459.5  
correction  
JTF WWC

That except as in this agreement specifically stated all the terms and conditions contained in said Use and Occupancy Permit of June 14, 1942, shall be and remain in full force and effect.

IN WITNESS WHEREOF, the City Manager of said City has hereunto subscribed his name as and for the act of said City, pursuant to Resolution No. 79899 of the Council of said City and the Door of Hope Home of San Diego, California, a California corporation, party of the second part, has caused this agreement to be executed in its behalf by its President and Secretary, and its corporate seal to be hereunto affixed, pursuant to resolution of the Board of Directors of said Corporation, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By WALTER W. COOPER

City Manager

DOOR OF HOPE HOME OF SAN DIEGO, CALIFORNIA

By GEORGE A. SCOTT President

By JOSEPH S. FOX Secretary

(SEAL)

I hereby approve the form of the foregoing Agreement, this 30th day of September, 1944.

J. F. DuPAUL,

J. F. DuPaul, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Modification of Use and Occupancy Permit to Door of Hope Home; being Document No. 350258.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

INVITATION, BID, AND ACCEPTANCE  
NAVY DEPARTMENT - U.S. COAST GUARD  
Times Building, Long Beach, California

Contract No. T-40-cg-578  
District Coast Guard Officer  
11th Naval District  
25 Aug. 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 September, 1944, and then publicly opened, for furnishing the following supplies, and/or services, for delivery at point stated below.

A. C. HOLLAND Lieut. USCG Supply Officer

Item No.	Articles or Services	Quantity	Unit	Unit Price	Amount Dollars Cents
1.	For furnishing water service for a 12-inch water main connected to the sprinkling system in the hanger building at the Coast Guard Air Station, San Diego, California, until further notice. (This is to be a separate line and no connections to the domestic system will be made thereto.)				

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.

BID

September 1, 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; \_\_\_\_\_ percent 30 calendar days.

Bidder City of San Diego Water Dep't.

Address Room 164, Civic Center  
San Diego 1, California

By WALTER W. COOPER

Title City Manager

ACCEPTANCE BY THE GOVERNMENT 12 September, 1944

Accepted as to items number 1, as per attached rate schedule.

Name H. E. SOLOMON,

Title By direction of District Coast Guard Officer, 11th Naval District

H. E. Solomon, Lieut. Comdr., USCG

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 Air Station; being Document No. 350282.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

ACH

A G R E E M E N T  
Regarding use of property for a fourteen (14) unit  
trailer park.

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

W. D. Worth and Gertrude Worth, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Nineteen (19) to Twenty eight (28) inclusive Block L Subdivision Montecello, located at 5018 El Cajon Boulevard;

That we desire to operate a fourteen (14) unit trailer park on the above described property and have applied for a Resolution of Property Use under petition No. 2442, dated September 7, 1944;

That we, in consideration of approval granted by the City of San Diego to use said property for a fourteen (14) unit trailer park by Zoning Committee Resolution No. 735, dated September 28, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will comply with all Health Department regulations; we will remove all trailers located on Lots Twenty nine (29) to Thirty (30), Block L, Montecello; and that six months after hostilities in the present war cease, we will then cause said trailer park 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.

W. D. WORTH  
5018 El Cajon Blvd.

GERTRUDE WORTH  
5018 El Cajon Blvd.

On this 2nd day of October A.D. Nineteen Hundred and Forty Four, before me, A. F. Butler a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. D. Worth and Gertrude Worth 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 City of San Diego County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) A. F. BUTLER  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Jan. 15, 1947  
RECORDED OCT 4 1944 20 min. past 3 P.M. in Book 1765 at page 26 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
R. N. HOWE  
M. AVERILL

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 W. D. and Gertrude Worth regarding use of property for trailer park; being Document No. 350283.

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

By Francis T. Tattan 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 26th day of September, 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: 1 - Model "TE" 7-1/2 H.P. A.C. Silent Hoist and accessories, 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  
CHAS. M. WEINBERG General Partner Principal  
ATTEST: GREAT AMERICAN INDEMNITY COMPANY  
By HAROLD W. McGEE Attorney-in-Fact Sureties  
(SEAL)

STATE OF CALIFORNIA )  
County of Los Angeles ) ss.

On this 26th day of September 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 Harold W. McGee 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 Los Angeles, the day and year in this certificate first above written.

(SEAL) ESTHER L. MAC DONALD  
Notary Public in and for the County of Los Angeles  
My Commission will expire July 13, 1946 State of California



I HEREBY APPROVE the form of the foregoing Bond this 3rd day of October, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

# CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 3rd day of October, 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 - Model "TE" 7-1/2 H.P. A.C. Silent Hoist and Crane Co. single keyed reversing drum winch geared for a line pull of 3000# at approx. 15' per minute, drum approx. 8" dia. and sufficiently long to store at least 250' of 5/8" link chain; drum to be made of steel, enclosed worm gearing and fitted with steel flexible coupling, equipped with 7-1/2 H.P. high slip, high torque, squirrel cage General Electric motor or equal, electrical brakes, geared limit switch, forward and reverse magnetic starter, across-the-line type with overload and under-voltage protection and push button station, all electrical equipment to be 220 volt, 60 cycle, 3 phase, A.C., all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 349799.

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

1 - Silent Hoist and accessories.....	\$1550.00
California State Sales Tax.....	38.75
	<u>\$1588.75</u>

Said contractor agrees to complete said delivery on approximately the 1st day of January, 1945.

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 (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 \_\_\_\_\_ 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. 79990 of the Council authorizing such execution, and the contractor has duly executed same the day

and year in this agreement first above written.

THE CITY OF SAN DIEGO  
By WALTER W. COOPER  
City Manager  
BROWN-BEVIS EQUIPMENT COMPANY  
CHAS. M. WEINBERG General Partner  
Contractor

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

I hereby approve the form and legality of the foregoing contract this 3rd day of October, 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 Contract with Brown-Bevis Equipment Company for silent hoist; being Document No. 350303.

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 (Lump Sum)

THIS AGREEMENT made the 21st day of September, 1944, by and between THE CITY OF SAN DIEGO, hereinafter called the "Owner", and L. C. Anderson Co., a co-partnership composed of Lawrence C. Anderson and Carl A. Brorson, hereinafter called the "Contractor", WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:  
ARTICLE I. SCOPE OF WORK. The Contractor shall perform, within the time stipulated, the Contract as herein defined, of which this Agreement is a component part, and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the construction work covered by the Contract in connection with the Owner's Four Social & Recreation Buildings Project identified as Project No. Federal Works Agency California 4-574-N, all in strict conformity with the Plans and Specifications, including any and all Addenda issued by the Owner, and the other Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II. CONTRACT PRICE. The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, in the sum of One hundred forty-eight thousand nine hundred eighty Dollars (\$148,980.00).

Payments are to be made to the Contractor in accordance with and subject to the provisions of the Contract.

The following unit prices will apply in the event additions to or deductions from the work under this Contract are required:

Quantity	Type of Work	Unit Price
1 cubic yard	Excavation	\$ 5.00
1 cubic yard	Fill	\$ 3.00
1 cubic yard	Reinforced concrete including forms	\$28.00

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. The Contract entered into by the acceptance of the Contractor's bid and the signing of this Agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached;

1. This Agreement
2. Addenda Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
3. Standard Conditions, as amended
4. Specifications
5. Plans
6. Information for Bidders
7. Advertisement for Bids
8. Bid

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

ARTICLE IV. 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 V. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far 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 VI. 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 VII. 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 VIII. 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 Rates	Per Diem
Air tool op. (jackhammermen vibrator)	\$ 1.12-1/2	\$ 9.00
Boilermakers	1.65	13.20
Boilermakers' helpers	1.40	11.20
Bricklayers	1.50	12.00
Carpenters, journeymen	1.35	10.80
Cement finishers	1.50	12.00
Electricians	1.70	13.60
Firemen and oilers (app. engineers)	1.12-1/2	9.00
Glaziers	1.25	10.00
Iron workers, structural	1.62-1/2	13.00
Iron workers, reinforcing	1.50	12.00
Laborers, building	.87-1/2	7.00
Laborers, unskilled	.87-1/2	7.00
Lathers	1.62-1/2	13.00
Mason tenders	1.12-1/2	9.00
Mortar mixers	1.12-1/2	9.00
Painters, brush	1.35	10.80
Painters, spray	1.90	15.20
Painters, structural steel	1.60	12.80
Painters, sign	1.50	12.00
Painters, sign, helpers	1.00	8.00
Plasters	1.62-1/2	13.00
Plasters' tenders	1.47-1/2	11.80
Plumbers	1.50	12.00
Power equipment operators:		
Air compressors	1.25	10.00
Bulldozers	1.50	12.00
Cranes and derricks, less than 1 yard	1.62-1/2	13.00
Cranes and derricks, 1 yard and over	1.75	14.00
Hoists, material	1.37-1/2	11.00
Mixers, paving type	1.62-1/2	13.00
Mixers, skip type	1.37-1/2	11.00
Mixers, mobile type	1.50	12.00
Pumps	1.25	10.00
Shovels and draglines, less than 1 yard	1.62-1/2	13.00
Shovels and draglines, 1 yard and over	1.75	14.00
Tractor	1.50	12.00
Tractor with boom attachments	1.50	12.00
Tractor with scraper or drag type shovel	1.50	12.00
Tractor with scraper or drag type shovel tandem	1.87-1/2	15.00
Roofers	1.25	10.00
Sheet metal workers	1.44	11.52
Soft floor layers (linoleum)	1.37-1/2	11.00
Steam fitters	1.50	12.00
Steam fitters' helpers	.90	7.20
Stone masons	1.50	12.00
Terrazzo workers	1.37-1/2	11.00
Terrazzo workers' helpers	1.00	8.00
Terrazzo base machine operators	1.25	10.00
Tile setters	1.37-1/2	11.00
Tile setters' helpers	.87-1/2	7.00
Truck drivers:		
Less than 6 tons	.95	7.60
6 to 15 tons	1.00	8.00
16 to 20 tons	1.17-1/2	9.40
20 tons or more	1.37-1/2	11.00
Dumpsters	1.37-1/2	11.00
Transit mix, under 3 yards	1.25	10.00
Transit mix, 3 yards or more	1.37-1/2	11.00
Euclid type spreader	1.57-1/2	12.60

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half 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 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.

ARTICLE X. 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 XI. TIME FOR BEGINNING AND COMPLETING JOB. The Contractor agrees to commence work on the date to be specified in a Notice to Commence Work, to be given by the Owner, and to complete all work within 120 consecutive calendar days after the date so specified.

IN WITNESS WHEREOF, six (6) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first above written.

THE CITY OF SAN DIEGO,  
By WALTER W. COOPER  
City Manager  
L. C. ANDERSON CO.  
CARL A. BRORSON, Partner  
Contractor

ATTEST:  
I HEREBY APPROVE the form and legality of the foregoing Contract this 22rd day of September, 1944.

J. F. DuPAUL, City Attorney  
By BERTRAND L. COMPARET  
Deputy City Attorney

NF R-248 (11-1-43)  
Calif. Nevada Ariz. Mont.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, L. C. ANDERSON CO., a co-partnership composed of Lawrence C. Anderson, 3040 Hancock Street, San Diego, California, and Carl A. Brorson, 3040 Hancock Street, San Diego, California, the Contractor named in the Contract hereinafter referred to, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK 100 Broadway, New York, New York a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called and also being the Owner named in said Contract, in the penal sum of One hundred forty-eight thousand nine hundred and eighty dollars (\$148,980.00), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, 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 September 21st, 1944, for construction work in connection with the Owner's 4 similar Social & Recreation Buildings Project identified as Project No. Calif. 4-574-N, Federal Works Agency, 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 21st day of September, 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.

Two Witnesses:  
M. E. SLOPER  
F. M. LOCKWOOD

L. C. ANDERSON CO.  
Principal  
By CARL A. BRORSON  
Title Partner

AMERICAN SURETY COMPANY OF NEW YORK  
Surety  
By C. M. MONROE

ATTEST: Corporate Seal  
By RALPH E. SMITH  
Title Ralph E. Smith Resident Assistant Secretary C.M. Monroe Resident Vice-President  
The rate of premium on this bond is \$10.00 per thousand.  
Total amount of premium charged, \$1489.80

STATE OF CALIFORNIA )  
City of San Diego ) s.s.

On this 21st day of September A.D. 1944, before me, Marie Clayton a Notary Public in and for San Diego County, State of California, residing therein, duly commissioned and sworn, personally appeared C. M. Monroe personally known to me to be the Resident Vice-President and Ralph E. Smith, personally known to me to be the Resident Assistant Secretary of the American Surety Company of New York, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)  
My Commission expires 2/21/48

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

I hereby approve the form of the foregoing bond this 22rd day of September, 1944.

J. F. DuPAUL, City Attorney  
By BERTRAND L. COMPARET  
Deputy City Attorney

I hereby approve the foregoing bond this 23rd day of Sept, 1944.

WALTER W. COOPER  
City Manager.

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That L. C. ANDERSON CO., a co-partnership composed of Lawrence C. Anderson, 3040 Hancock Street, San Diego, California, and Carl A. Brorson, 3040 Hancock Street, San Diego, California, as principal, and AMERICAN SURETY COMPANY OF NEW YORK 100 Broadway, New York, New York, a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seventy-four thousand, four hundred ninety Dollars (\$74,490.00), (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 September, 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 and completion of four (4) similar Social & Recreation Buildings, in the City of San Diego, County of San Diego, State of California, identified as Federal Works Agency Project No. Calif. 4-574-N, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City marked "Document No. 349455" and endorsed:

"PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF FOUR SOCIAL & RECREATION BUILDINGS FOR THE CITY OF SAN DIEGO, CALIFORNIA."

AND WHEREAS, the aforesaid penal sum of Seventy-four thousand, four hundred ninety Dollars (\$74,490.00), 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 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 duly executed this instrument this 21st day of September, 1944.

L. C. ANDERSON CO.

Principal

By CARL A. BRORSON

Partner

AMERICAN SURETY COMPANY OF NEW YORK

Surety

ATTEST: RALPH E. SMITH

Ralph E. Smith, Resident Assistant Secretary

By C. M. MONROE

(SEAL)

C. M. Monroe Resident Vice-President

The premium charged for this bond is included in Performance Bond.

STATE OF CALIFORNIA,

ss.

County of San Diego.

On this 21st day of September A.D. 1944, before me, Marie Clayton a Notary Public in and for San Diego County, State of California, residing therein, duly commissioned and sworn, personally appeared C. M. Monroe personally known to me to be the Resident Vice-President and Ralph E. Smith personally known to me to be the Resident Assistant Secretary of the American Surety Company of New York, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

MARIE CLAYTON

Notary Public in and for the County of San Diego

State of California

(SEAL)

My commission expires 2/21/48

I HEREBY APPROVE the form of the foregoing bond this 22nd day of September, 1944.

J. F. DuPAUL, City Attorney

By BERTRAND L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 23rd day of Sept., 1944.

WALTER W. COOPER

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with L. C. Anderson Co. for construction of four social and recreation buildings; being Document No. 350301

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tolan Deputy

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

Regarding use of one room in an existing residence as a Jewelry Manufacturing and Repairing shop.

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of San Diego

ss.

Vivian I. Lee, Owner and William R. Gallucci, tenant, after being first duly sworn, each for himself deposes and says:

That we are the owner and tenant of the hereinafter described real property; Lots Seventeen (17) and Eighteen (18) Block Five (5) Subdivision J. P. Christensen Addition, located at 3064 Elm Street;

That we desire to conduct a jewelry manufacturing and repairing shop in one room of the residence on the above described property and have applied for a zone variance under petition No. 2455, dated September 19, 1944;

That we, in consideration of approval granted by the City of San Diego to conduct said business by Zoning Committee Resolution No. 730, dated September 28, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that no signs will be posted on the property and that six months after hostilities in the present war cease, the jewelry manufacturing and repairing shop in the residence will then be discontinued;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

WILLIAM R. GALLUCCI	VIVIAN I. LEE
Tenant's Name	Owner's Name
3064 Elm St.	3064 Elm St. San Diego

On this 2nd day of October A.D. Nineteen Hundred and Forty Four, before me, C. T. Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Vivian I. Lee 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)	C. T. ANDERSON
My Commission expires July 22, 1946	Notary Public in and for the County of Los Angeles, State of California

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

On this 4th day of October, 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 William R. Gallucci personally known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

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

(SEAL)	CLARK M. FOOTE JR.
My Commission expires March 16, 1947	Notary Public in and for the County of San Diego, State of California
RECORDED OCT 11 1944 15 min. past 2 P.M. in Book 1745 at page 474 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.	

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

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
J. DELL  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Vivian I. Lee and William R. Gallucci regarding use of residence as jewelry shop; being Document No. 350304.

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 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 THIRTY-FIVE and no/100 Dollars (\$935.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds it-self, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of October, 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: Paving asphalt 150-200 penetration, 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: _____	GILMORE OIL COMPANY
	W. A. JULIEN Asst. Secretary
	Principal
	HARTFORD ACCIDENT AND INDEMNITY COMPANY
	GLEN HUNTSBERGER, JR. Attorney-in-Fact
	Sureties (SEAL)
Premium on this Bond is \$5.00	J. F. DuPAUL, City Attorney
I HEREBY APPROVE the form of the foregoing Bond this 5th day of October, 1944.	By J. H. McKINNEY
	Deputy City Attorney
I HEREBY APPROVE the foregoing Bond this 5th day of October, 1944.	WALTER W. COOPER
	City Manager

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

On this 3rd day of October, 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.



ELEANOR G. DAVIS

(SEAL)

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

My Commission expires May 27, 1947

## CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of October, 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 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:

Paving asphalt, 150-200 penetration, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 349570, during the period beginning September 6, 1944 and ending September 5, 1945. Delivery of said paving 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 paving 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 paving 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 said paving and that the minimum total requirements during the period from September 6, 1944 to September 5, 1945, will be approximately 1000 barrels; it being expressly understood and agreed, however, that the City shall be entitled to purchase any amount of said paving 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 said paving asphalt purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the paving 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 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 \_\_\_\_\_ 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. 79949 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: HOWARD M. LOY

GILMORE OIL COMPANY  
W. G. JULIEN Asst. Secretary  
Contractor

I hereby approve the form and legality of the foregoing contract this 5th day of October, 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 Gilmore Oil Company for furnishing paving asphalt; being Document No. 350311.

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 2nd day of October, 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 MIDWAY DRIVE and those parcels of land acquired by the State of California for highway purposes, commonly known as Midway Drive, between a line parallel to and distant 120.00 feet southeasterly from the northwesterly line of Pueblo Lot 238, and the northwesterly line of Pueblo Lot 240 and the southwesterly prolongation thereof; and ROSECRANS STREET and those portions of those parcels of land acquired by the State of California for highway purposes, commonly known as Rosecrans Street, between a line parallel to and distant 50.00 feet northeasterly from the southeasterly prolongation of the northeasterly line of Pueblo Lot 239, and a line parallel to and distant 120.00 feet southwesterly from the southeasterly prolongation of the northeasterly line of Pueblo Lot 239, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

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

ATTEST: J. A. CANNON Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By M. B. FOWLER Vice-Pres. (SEAL)  
Principal

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

THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS Attorney-in-Fact (SEAL)  
Surety

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

On this 2nd day of October, A.D., 1944, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that he subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL)  
My commission expires 10/3/45

MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 6th day of October, 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. 80008 passed and adopted on the 26th day of September, 1944, 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 10th day of October, 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:

MIDWAY DRIVE and those parcels of land acquired by the State of California for highway purposes, commonly known as Midway Drive, between a line parallel to and distant 120.00 feet southeasterly from the northwesterly line of Pueblo Lot 238, and the northwesterly line of Pueblo Lot 240 and the southwesterly prolongation thereof; and

ROSECRANS STREET and portions of those parcels of land acquired by the State of California for highway purposes, commonly known as Rosecrans Street, between a line parallel to and distant 50.00 feet northeasterly from the southeasterly prolongation of the northeasterly line of Pueblo Lot 239, and a line parallel to and distant 120.00 feet southeasterly from the southeasterly prolongation of the northeasterly line of Pueblo Lot 239.

Such furnishing of electric current shall be for a period of one year from and including October 1, 1944, to-wit: to and including September 30, 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 Midway Drive Lighting District No. 1", filed July 15, 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 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 M. B. FOWLER  
Vice-President

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
H. DE GRAFF AUSTIN  
G. C. CRARY  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES C. DAIL

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 6th day of October, 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 Midway Drive Lighting District No. 1; being Document No. 350324.

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

By Francis T. Tatten Deputy

#### UNDERTAKING FOR STREET LIGHTING La Jolla Shores 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 FIFTY DOLLARS (\$150.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of October, 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 SHORES DRIVE, PASEO DEL OCASO,



EL PASEO GRANDE, CALLE DE LA PLATA, CAMINO DEL COLLADO, CAMINO DEL ORO, CALLE FRESCOTA, VALLECITOS, AVENIDA DE LA PLAYA, PASEO DORADO and MATA PARK, within the limits and as particularly described in Resolution of Intention No. 79687, adopted by the Council on July 5, 1944, 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 M. B. FOWLER

Vice-Pres.

Principal

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

(SEAL)

THE CENTURY INDEMNITY COMPANY

By F. S. BOWERS Attorney-in-Fact

Surety

STATE OF CALIFORNIA, )

ss.

County of San Diego )

On this 2nd day of October, A.D., 1944, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that he subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

MARY ELIZABETH WILLIAMS

Notary Public in and for said County and State

(SEAL)

my commission expires 10/3/45

I hereby approve the form of the foregoing Undertaking this 6th day of October, 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. 80009 passed and adopted on the 26th day of September, 1944, require and fix the sum of \$150.00 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

##### La Jolla Shores Lighting District No. 1

THIS AGREEMENT, made and entered into this 10th day of October, 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 certain ornamental street lights located in:

The westerly and northwesterly 20.00 feet of LA JOLLA SHORES DRIVE, between the easterly prolongation of the center line of Camino del Collado and the southwesterly termination of said La Jolla Shores Drive in Torrey Pines Road;

PASEO DEL OCASO, between its northwesterly termination in El Paseo Grande and the easterly line of Calle de la Plata;

CALLE DE LA PLATA, between the southerly line of Avenida de la Playa and the northerly line of Torrey Pines Road;

CAMINO DEL COLLADO, between the westerly line of La Jolla Shores, Unit No. 1, and the westerly line of La Jolla Shores Drive;

CALLE FRESCOTA, between the westerly line of La Jolla Shores, Unit No. 1, and the westerly line of La Jolla Shores Drive;

VALLECITOS, between the westerly line of La Jolla Shores, Unit No. 1, and the westerly line of La Jolla Shores Drive;

AVENIDA DE LA PLAYA, between the westerly line of La Jolla Shores Drive and a line parallel to and distant 50.00 feet northwesterly from the southwesterly prolongation of that portion of the northwesterly line of Camino del Oro which bears N 34° 53' 00" E;

PASEO DORADO, between the easterly line of Paseo del Ocaso and the westerly line of La Jolla Shores Drive; and

MATA PARK.

Said furnishing of electric current shall be for a period of one year from and including September 15, 1944, to-wit, to and including September 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 La Jolla Shores Lighting District No. 1", filed July 14, 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 Six Hundred Dollars (\$600.00) 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 Shores 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 Six Hundred Dollars (\$600.00) shall be paid out of any other fund than said special fund designated as "La Jolla Shores Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Six Hundred Dollars (\$600.00).

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 (SEAL)  
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By M. B. FOWLER  
Vice President

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
H. DE GRAFF AUSTIN  
G. C. CRARY  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES C. DAIL

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

Members of the Council

I hereby approve the form of the foregoing Contract, this 6th day of October, 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 La Jolla Shores Lighting District No. 1; being Document No. 350325.

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

By James T. Totten Deputy

A G R E E M E N T

Regarding use of property for the manufacture and sale (wholesale and retail) of wooden toys.

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

John P. Murphy, owner and San Diego Engineering Service, operator, after being first duly sworn, each for himself deposes and says;

That we are the owner and operators of the hereinafter described real property; Lots Three (3) and Four (4) Block Two hundred seven (207) Subdivision University Heights, located at 3985 - 30th Street;

That we desire to operate a place for the manufacture and sale of wooden toys on the above described property and have applied for a Zone Variance under petition No. 2459, dated September 20, 1944;

That we, in consideration of approval granted by the City of San Diego to use said property for the manufacture of wooden toys, and also the wholesale and retail sale of wooden toys, by Zoning Committee Resolution No. 733, dated September 28, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will not employ more than ten (10) persons; will not operate more than ten (10) total horsepower; all machinery will cease operation at 9:00 PM; and three years from the date of the Resolution, we will then cause said toy manufacturing to be discontinued;

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 L. BEALE and NORMAN P. EKREM J. P. MURPHY  
4747 Rolando 2719 Lincoln Ave. 3987 - 30th St.  
Operator's Name Owner's Name

On this 5th day of October 1944 A.D. Nineteen Hundred and Forty-Four, before me, Albert L. Griffiths a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank L. Beal; Norman P. Ekrem and J. P. Murphy known to me to be the person described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) ALBERT L. GRIFFITHS  
Notary Public in and for the County of San Diego,  
My Commission expires Nov. 28, 1945 State of California

RECORDED OCT 11 1944 15 min. past 2 P.M. in Book 1746 at page 460 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.  
E. 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. P. Murphy, owner and Frank L. Beale, Norman P. Ekrem, operators, regarding use of property as toy shop; being Document No. 350326.

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 SEAGRAVE CORPORATION, as Principal and AMERICAN SURETY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND FOUR HUNDRED SIXTY-NINE 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 6th day of October, 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: 1 - Model J, V-type, 12 cylinder, 1250 gallon per minute, @ 120# 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.

THE SEAGRAVE CORPORATION

H. B. SPAIN Prest.

Principal (SEAL)

ATTEST: T. C. BLACK Secretary

AMERICAN SURETY COMPANY OF NEW YORK

By A. E. KRULL Resident Vice President  
Sureties (SEAL)

ATTEST: I. TAYLOR Resident Asst. Secretary

STATE OF CALIFORNIA,

County of Los Angeles

ss.:

On this 6th day of October, A.D. 1944, before me, Lucile M. Chesley a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. E. Krull personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the American Surety Company of New York, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

LUCILE M. CHESLEY

(SEAL)

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

My Commission expires April 16, 1945

Premium charged for this bond is \$17.35 for the term

880335K

I HEREBY APPROVE the form of the foregoing Bond this 11th day of October, 1944.

J. F. DuPAUL, City Attorney

I HEREBY APPROVE the foregoing Bond this 14th day of October, 1944.

WALTER W. COOPER

City Manager

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 6th day of October, 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 THE SEAGRAVE CORPORATION party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1 - Seagrave Model J, V-type, 12 cylinder, 1250 G.P.M. @ 120# pumping engine, in accordance with the specifications therefor on file in the office of the City Clerk of said City under document No. 349553.

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 within 90 working days after authorization and priority approval by 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: 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 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 (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. 80020 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

(SEAL)

H. B. SPAIN Prest.

Contractor

ATTEST: T. C. BLACK Secretary

I hereby approve the form and legality of the foregoing contract this 11th day of October, 1944.

J. F. DuPAUL, 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 for Fire Department; being Document No. 350418.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Taden Deputy

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

THIS CONTRACT OF EMPLOYMENT, made and entered into this 14th day of October, 1944, 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. 2838 (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; seriological diagnosis of operation of venereal clinic; and such other similar service and duties as may be required by the Director of Public Health of said City; the above, however, shall not include laboratory work for examination of food handlers in the private offices of physicians.

The cost of laboratory supplies shall be paid out of "Maintenance and Support" of the Public Health Department Fund.

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

That beginning July 1, 1944, 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 Seven Hundred Dollars (\$700.00) 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: Seven Hundred Dollars (\$700.00) 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, 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  
By WALTER W. COOPER  
City Manager  
HAROLD A. THOMPSON  
Second Party

I HEREBY APPROVE the form and legality of the foregoing Contract this 14th day of October, 1944.

J. F. DuPAUL,  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of Employment of Dr. Harold A. Thompson as Bacteriologist; being Document No. 350419.

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 SEVENTY-TWO DOLLARS (\$72.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of October, 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 VOLTAIRE STREET, WHITTIER STREET, XENOPHON STREET, YONGE STREET, EDITH LANE, PLUM STREET and WILLOW STREET, within the limits and as particularly described in Resolution of Intention No. 79724, adopted by the Council of said City on July 11, 1944, 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. and  
General Manager  
Principal

ATTEST: \_\_\_\_\_ (SEAL)  
THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS Attorney-in-Fact  
Surety

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

On this 12th day of October, A.D., 1944, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that he subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL) MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State  
I hereby approve the form of the foregoing Undertaking this 17 day of October, 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. 80043 passed and adopted on the 3rd day of October, 1944, require and fix the sum of \$72.00 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 17th day of October, 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 certain ornamental street lights located on the following streets in the City of San Diego, California, to-wit:

VOLTAIRE STREET, between the southeasterly line of Clove Street and the northwesterly line of Plum Street;  
 WHITTIER STREET, between a line parallel to and distant 150.00 feet northwesterly from the northwesterly line of Plum Street and the northwesterly line of Locust Street;  
 XENOPHON STREET, between the northwesterly line of Plum Street and a line parallel to and distant 150.00 feet northwesterly from the northwesterly line of Plum Street;  
 YONGE STREET, between the southeasterly line of Clove Street and the center line of Willow Street;

EDITH LANE, between the southeasterly prolongation of the northeasterly line of Lot 224, Westcliffe, and the southwesterly prolongation of the southeasterly line of said Lot;  
 PLUM STREET, between the southwesterly line of Voltaire Street and the northeasterly line of Yonge Street; and  
 WILLOW STREET, between the northeasterly line of Voltaire Street and the southwesterly line of Whittier Street.

Such furnishing of electric energy shall be for a period of one year from and including October 15, 1944, to-wit: to and including October 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 Roseville Lighting District No. 1", filed July 22, 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 Eighty-five Dollars (\$285.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Roseville Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Two Hundred Eighty-five Dollars (\$285.00) shall be paid out of any other fund than said special fund designated as "Roseville Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Hundred Eighty-five Dollars (\$285.00).

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 L. M. KLAUBER  
 Vice President and General Manager

THE CITY OF SAN DIEGO  
 By HARLEY E. KNOX  
 G. C. CRARY  
 H. DE GRAFF AUSTIN  
 PAUL J. HARTLEY  
 ERNEST J. BOUD  
 CHARLES C. DAIL  
 WALTER W. AUSTIN

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

Members of the Council

I hereby approve the form of the foregoing Contract, this 17 day of October, 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 Roseville Lighting District No. 1; being Document No. 350462.

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

By Frances T. Tatten Deputy

#### UNDERTAKING FOR STREET LIGHTING

Adams Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE 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 12th day of October, 1944.

WHEREAS, the above bounden San Diego Gas & Electric 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 the easterly line of Boundary Street and the west line of 36th Street, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,



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

ATTEST: J. A. CANNON  
Secretary (SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY  
By L. M. KLAUBER  
Vice President and General Manager  
Principal

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

THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS Attorney-in-Fact  
Surety

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

On this 12th day of October, A.D., 1944, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that he subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL) MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State  
I hereby approve the form of the foregoing Undertaking this 17 day of October, 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. 80042 passed and adopted on the 3rd day of October, 1944, require and fix the sum of \$198.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK  
City Clerk of The City of San Diego  
By August M. Wadstrom  
Deputy

#### CONTRACT FOR STREET LIGHTING

Adams Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 17th day of October, 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 ADAMS AVENUE, between the easterly line of Boundary Street and the west line of 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, 1944, to-wit: to and including October 12, 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 Adams Avenue Lighting District No. 1", filed July 22, 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 Seven Hundred Ninety-two and no/100 Dollars (\$792.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Seven Hundred Ninety-two dollars (\$792.00) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

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

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

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

ATTEST: J. A. CANNON (SEAL)  
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By L. M. KLAUBER  
Vice President and General Manager

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
G. C. CRARY  
H. DE GRAFF 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 17 day of October, 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 Adams Avenue Lighting District No. 1; being Document No. 350463.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten 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 THREE HUNDRED THIRTY-SIX Dollars (\$336.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of October, 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: 1 - 30" Nordstrom plug type valve and 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.

ATTEST: M. SHANNON

MISSION PIPE & SUPPLY COMPANY (SEAL)  
PAUL O. VANCE, Pres.  
Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY  
GEO. H. MURCH, Attorney in Fact (SEAL)  
Sureties

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

On this 18th day of October, 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) 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 foregoing Bond this 19th day of October, 1944.  
J. F. DuPAUL, City Attorney  
By J. H. McKINNEY Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 20th day of October, 1944.  
RUSSELL W. RINK  
Acting City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 18th day of October, 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 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: 1 - 30" Fig. 1169 Flanged Nordstrom Valve, worm gear operated, with companion flanges, nuts, bolts and gaskets, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 349968.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand Three Hundred Forty and 29/100 Dollars (\$1340.29). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 18th day of April, 1945.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Three Hundred Forty and 29/100 Dollars (\$1340.29), said payments to be made as follows:

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, 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. 80074 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 RUSSELL W. RINK

Acting City Manager

MISSION PIPE & SUPPLY COMPANY (SEAL)

PAUL O. VANCE, Pres.

Contractor

ATTEST: ARTHUR F.H. WRIGHT Secy.

I hereby approve the form and legality of the foregoing contract this 19th day of October, 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 Mission Pipe & Supply Company for furnishing valve and fittings; being Document No. 350487.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

#### LEASE

THIS INDENTURE OF LEASE, made and entered into this 10th day of October, 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 DAVID C. CAMPBELL and GEORGE E. CAMPBELL, co-partners, doing business under the firm name and style of THE CAMPBELL MACHINE 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, 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, more particularly described as follows:

#### 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 536.65 feet northwesterly from Government Station No. 183; thence north 50° 50' west along the said U. S. Bulkhead Line a distance of 656.18 feet to a point; thence north 70° 50' east a distance of 611.35 feet to a point, said point being the most westerly corner of that tideland area heretofore leased to San Diego Winter Sports, Inc.; thence at right angles south 19° 10' east a distance of 181.58 feet to a point; thence south 50° 50' east a distance of 180.69 feet to a point; thence at right angles south 39° 10' west a distance of 425.00 feet to the point or place of beginning; containing 233,340 square feet of tideland area.

#### PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 536.65 feet northwesterly from Government Station No. 183; thence at right angles south 39° 10' west a distance of 282.90 feet to a point; thence south 70° 50' west a distance of 255.80 feet to a point; thence north 50° 50' west a distance of 521.89 feet to a point; thence at right angles north 39° 10' east a



distance of 500.00 feet, more or less, to an intersection with the said U. S. Bulkhead Line; thence south 50° 50' east along the said U. S. Bulkhead Line to the point or place of beginning; containing 314,475 square feet of water-covered area.

PARCEL NO. 3:

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 1192.83 feet northwesterly from Government Station No. 183; thence at right angles south 39° 10' west a distance of 30 feet to a point; thence at right angles north 50° 50' west a distance of 291.50 feet to a point; thence at right angles north 39° 10' east a distance of 30 feet to a point on the said U. S. Bulkhead Line; thence south 50° 50' east along the said U. S. Bulkhead Line to the point or place of beginning; containing 8,745 square feet of water-covered area.

PARCEL NO. 4:

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 536.65 feet northwesterly from Government Station No. 183; thence at right angles north 39° 10' east a distance of 425.00 feet to the true point or place of beginning; thence north 70° 50' east a distance of 302.96 feet to a point; thence south 39° 10' west a distance of 257.86 feet to the true point or place of beginning, containing 20,500 square feet of tideland area.

The lands hereinabove described being shown on Harbor Department Drawing No. 102-B-1, dated August 1, 1944, 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 five (5) years, beginning on the 1st day of October, 1944, and ending on the 30th day of September, 1949, unless sooner terminated as herein provided, upon the rentals hereinafter specified, with an option on the part of the lessees to extend this lease at the end of the first term for another five-year period; and at the end of the second term to extend the same for another five-year period; and at the end of the third term to extend the same for another five-year period; and at the end of the fourth term to extend the same for another five-year period.

Such option shall be exercised by notice in writing on the part of the lessees, filed with the Clerk of The City of San Diego at least ninety (90) days prior to the end of the term of this lease, or any extension thereof. Thereupon this lease shall continue in full force and effect in accordance with all of the provisions hereof, except for increase of rental rate during the ensuing period of five years, and so through each succeeding period for which the lessees shall exercise their option. The rentals to be paid by lessees are as follows:

For the premises hereinabove described as Parcel No. 1 and Parcel No. 4:

For the first five-year period, the sum of two cents (2¢) per square foot per year;

For the second five-year period, the sum of three cents (3¢) per square foot per year;

For the third five-year period, the sum of four cents (4¢) per square foot per year;

For the fourth five-year period, the sum of five cents (5¢) per square foot per year; and

For the fifth and last five-year period, the sum of six cents (6¢) per square foot per year.

For the premises hereinabove described as Parcel No. 2,

The sum of seventy-five dollars (\$75.00) per month.

For the premises hereinabove described as Parcel No. 3,

The sum of twenty-five dollars (\$25.00) per month.

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

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.

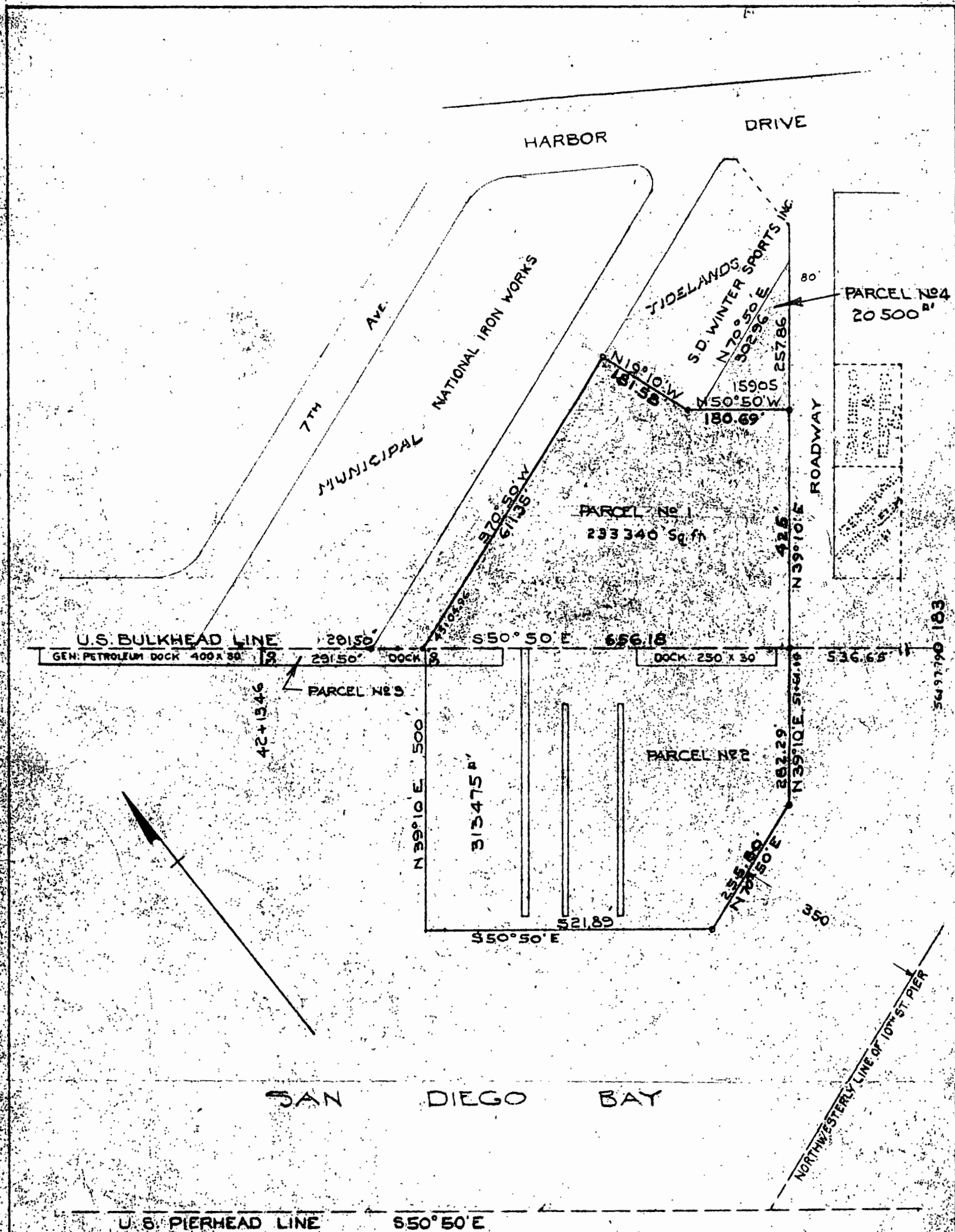
In the event that the premises hereinabove described as Parcel No. 4 shall, in the opinion of the Harbor Commission, be needed for the expansion of the business now conducted by the San Diego Winter Sports, Inc., then upon resolution of the Harbor Commission this lease shall become null and void as to said Parcel No. 4. That the finding of the Harbor Commission in this regard shall be final and conclusive.

That Parcel No. 1, hereinbefore described, is subject to the right of The City of San Diego to complete and put through said above-described parcel a street, to-wit: the continuation of Harbor Drive as now delineated upon the Master Street Plan of The City of San Diego; provided, however, that in the event said street is abandoned and removed from said Master Street Plan, then the area covered by said Harbor Drive, as delineated upon said Master Street Plan, shall be subject to all of the terms and conditions of this lease.

In the event of withdrawal of any portion of the demised premises by exercise of option on the part of the City, corresponding reduction of rent shall be made on a square foot basis as affects Parcel No. 1 and Parcel No. 4, and on an equitable basis as affects Parcel No. 2 and Parcel No. 3. In the event that the City should take all or a material portion of the water frontage of the demised premises, or should extend Harbor Drive through Parcel No. 1, the lessees may, at their option, terminate the lease as to the whole premises.

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 Parcels No. 1 and 4 shall be used for the purpose of conducting and maintaining thereon a general shipbuilding and ship repairing business, with the right to construct and maintain thereon marine ways, machine shops for the repair of marine engines, and other structures which may be necessary or convenient for conducting and carrying on such business, together with the construction and maintenance thereon of a structural steel fabricating shop, machine shop, pattern shop, foundry, and general metal manufacturing, general contracting business, and the doing of things incidental thereto, including the selling of the lessee's own products, and the selling at wholesale of other steel and metal products and allied merchandise.



NOTE - Area to be leased shown shaded.

DRAWN BY L.R.L.  
TRACED BY  
CHECKED BY  
APPROVED  
PORT DIRECTOR

HARBOR DEPARTMENT - CITY OF SAN DIEGO  
MUNICIPAL TIDELAND LEASE  
CAMPBELL MACHINE CO.

DATE AUG 1, 1944  
SCALE - 1" = 200'  
DRAWING NO  
102-B-1





That the demised premises hereinabove described as Parcels No. 2 and 3 shall be used only and exclusively for the construction and maintenance thereon of wharves and ship ways, and such other structures as may be necessary or convenient for conducting and carrying on said shipbuilding 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, requiring use of any part of the demised premises before the expiration of the term of this lease, the lessees shall remove therefrom any and all structures, including wharves and ways erected on said portion, 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 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 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 provision 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 City 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 acknowledges 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, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said lessees have hereunto subscribed their names, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO  
Lessor.

By R. H. VAN DEMAN  
EMIL KLICKA  
WILLIAM E. HARPER

Members of the Harbor Commission of The City of San Diego

GEORGE E. CAMPBELL  
DAVID C. CAMPBELL

Co-partners, doing business under the firm name and style  
of THE CAMPBELL MACHINE COMPANY  
Lessees.

I hereby approve the form of the foregoing Lease, this 19th day of October, 1944.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET,  
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tide-lands Lease with Campbell Machine Company; being Document No. 350503.

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, J. D. Wier is the owner of Lot No. 1/2 6 & 7, Block 3, of Golden Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of October 1944, by J. D. Wier that I will, for and in consideration of the permission granted to remove 13' feet of curbing on Harbor View Place between Harbor View Drive and Lucinda Street, adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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.

J. D. WIER  
844 Harbor View Place

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

On this 19th day of October, 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 J. D. Wier known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

CLARK M. FOOTE JR.

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires March 16, 1947 State of California

I HEREBY approve the form of the foregoing agreement this 23rd day of October, 1944.

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

Deputy City Attorney

RECORDED OCT 25 1944 4 P.M. in Book 1752 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

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 J. D. Wier; being Document No. 350508.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That COAST ELECTRIC COMPANY, Agent of General Electric Company, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two 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 19th day of October, 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, 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-101E, and annual supplement thereto, for a period of One (1) year, commencing on October 15, 1944, and ending on October 15, 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.

COAST ELECTRIC COMPANY (SEAL)

ATTEST: L. B. KINKEL, Sec'y.

C. A. PEACE, Pres.

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY

ATTEST: M. SHANNON

GEO. H. MURCH, Attorney in Fact

Sureties (SEAL)

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

On this 19th day of October, 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,  
My Commission expires April 27, 1946 State of California

I hereby approve the form of the foregoing Bond this 23rd day of October, 1944.

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

Deputy City Attorney

I hereby approve the foregoing Bond this 23rd day of October, 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 October, 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 COAST ELECTRIC COMPANY, Agent 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-101E, and annual supplement thereto, for a period of one (1) year, commencing on October 15, 1944, and ending on October 15, 1945.

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. 350459, 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 thirty (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 contractor hereby agrees that there will be no increase in price over list submitted, and also agrees that The City of San Diego will have the benefit of any decrease in the list submitted during the contract period.

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 thirty (30) days of purchase, off the standard price schedule of the General Electric Company, contained in Document No. 350459, 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 said City Clerk. Said prices do not include the California State Sales Tax.

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. 80087 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

COAST ELECTRIC COMPANY (SEAL)  
Agent of General Electric Company  
By C. A. PEACE, Pres.

ATTEST: L. B. KINKEL, Sec'y.

I hereby approve the form of the foregoing Contract this 23rd day of October, 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 Coast Electric Company for furnishing mazda lamps; being Document No. 350527.

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 in The City of San Diego, County of San Diego, State of California, this 1st day of September, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes designated as the "City," acting by and through the City Manager of said City, first party, and NATE BARNETT, of the City of San Diego, County of San Diego, State of California, hereinafter sometimes designated as the second party, WITNESSETH:

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

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

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

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

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

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

For and in consideration of the concession hereby granted, and in lieu of a specific sum of money to be paid monthly or otherwise therefor, the second party agrees to pay to the City for said concession, in the manner and form and at the times hereinafter provided, the following percentages:

(a) For all sales made by second party, twenty per cent (20%) of the gross amount thereof.

(b) For sale of programs by second party, five per cent (5%) of the gross amount thereof.

It is further agreed between the parties hereto that whenever the promoters who may use the Stadium publish their own programs or souvenirs, that second party may make any agreement with said promoters for the sale thereof, at a percentage agreed upon between them; but that in any event the City shall receive the percentage of the gross amounts received from the sale thereof as hereinbefore set out.

Second party further agrees that he will keep at all times a true and accurate record of all sales, as well as all moneys received, under or by virtue of the concession herein granted. At the close of business each day said record shall be checked by the Director of Recreation, or by some person by him duly authorized so to do; and upon the completion thereof, second party shall turn over to said Director of Recreation, or his duly authorized agent, an amount of money equal to the percentages above set forth, upon which said Director of Recreation, or his said agent, will give second party a receipt for the same; said receipt shall show the total of all money received from sales or otherwise, together with the percentages thereof payable to the City and the amounts of money received by the City. A copy of said receipt shall be retained by the Director of Recreation, for the purpose of being checked later by the Traveling Auditor of The City of San Diego.

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

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

Second party shall immediately furnish, and, at all times during the life of this agreement, maintain a bond in the sum of One thousand dollars (\$1,000.00), running to The City of San Diego, and conditioned upon the faithful performance of this agreement and against damage to City property by second party, his associates, representatives, agents or employees.

This agreement, with the privilege and concession hereunder granted, shall be for the period from and after the date of the execution of this agreement to and including the 30th day of June, 1945; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do. Nothing in this agreement, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in the event the second party shall be guilty of any breach or default herein. In such case the City reserves the right to terminate and cancel this agreement and all rights herein immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 79923, and second party has hereunto subscribed his name the day and year in this agreement first above written.

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

NATE BARNETT Second Party

I hereby approve the form and legality of the foregoing Agreement this 28th day of August, 1944.

J. F. DuPAUL, City Attorney  
By THOMAS J. FANNING  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnett for concession to sell certain merchandise at Municipal Stadium in Balboa Park; being Document No. 350564.

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

By Francis T. Tamm Deputy

## A G R E E M E N T

THIS AGREEMENT, made and entered into in The City of San Diego, County of San Diego, State of California, this 1st day of September, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes designated as the "City," acting by and through the City Manager of said City, first party, and NATE BARNET, of the City of San Diego, County of San Diego, State of California, hereinafter sometimes designated as the second party, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a concession for automobile parking in the immediate vicinity of the Municipal Stadium in Balboa Park, in San Diego, as hereinafter more particularly set forth; and

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

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

That the upkeep and maintenance of Balboa Park, in the City of San Diego, and the buildings therein, are under the direct supervision of the Park Director of said City, in accordance with the provisions of Section 55 of the City Charter of said City, and that said Park Director shall represent the City Manager in seeing that the terms of this agreement are fulfilled in a manner satisfactory to the City.

That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the automobile parking concession in the immediate vicinity of the Municipal Stadium, located in Balboa Park, which concession shall cover the following area, to-wit:

That area between the north Stadium wall and the High School practice field, the triangle north of the Children's Home bounded by Sixteenth Street and Eighteenth Street Extension, and the triangle north of the High School practice field bounded by the magnolia grove and Eighteenth Street Extension.

Said second party agrees that the charge to the public for automobile parking in said concession area shall be fifteen cents (15¢) for each automobile, and further agrees to conduct said automobile parking concession in a manner satisfactory to the Park Director, and in accordance with all ordinances and regulations of The City of San Diego.

For and in consideration of the concession hereby granted, and in lieu of a specific sum of money to be paid monthly or otherwise therefor, the second party agrees to pay to the City for said concession, in the manner and form and at the times hereinafter provided, the sum of thirty per cent (30%) of the gross receipts thereof.

Second party further agrees that he will keep at all times a true and accurate record of all moneys received under and by virtue of the concession herein granted. At the close of business each day said record shall be checked by the Park Director, or by some person by him duly authorized so to do, and upon the completion thereof, second party shall turn over to said Park Director, or his duly authorized agent, an amount of money equal to the percentage above set forth; upon which said Park Director, or his said agent, will give second party a receipt for the same; said receipt shall show the total of all money received from the concession herein granted, together with the percentage thereof payable to the City and the amount of money received by the City. A copy of said receipt shall be retained by the Park Director, for the purpose of being checked later by the Traveling Auditor of The City of San Diego.

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

Second party shall immediately furnish and at all times during the life of this agreement maintain a bond in the sum of One thousand dollars (\$1,000.00), running to The City of San Diego, and conditioned upon the faithful performance of this contract and against damage to City property by second party, his associates, representatives, agents or employees.

Second party further agrees to save the City harmless from any and all claims by third parties by reason of, and/or arising out of, the automobile parking concession hereby granted; and will furnish an indemnifying bond, subject to the approval of the City, in the sum of One thousand dollars (\$1,000.00), conditioned upon the faithful performance of the obligation set forth in this paragraph.

This agreement, with the privilege and concession hereunder granted, shall be for the period from and after the date of the execution of this agreement to and including the 30th day of June, 1945; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do. Nothing in this agreement, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in the event the second party shall be guilty of any breach or default herein. In such case the City reserves the right to terminate and cancel this agreement and all rights herein immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 79924, and second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

First Party.

By WALTER W. COOPER City Manager

NATE BARNET

Second party.

I hereby approve the form and legality of the foregoing Agreement this 28th day of August, 1944.

J. F. DuPAUL, City Attorney

By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnet for concession to operate automobile parking lots vicinity Balboa Park Stadium; being Document No. 350565.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten 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 17th day of October, 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 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 northerly line of Lot 25, Block 4, Reed and Hubbell's Addition; and the westerly prolongation of the southerly line of Block 5 in said Addition, 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 (SEAL)  
Secretary

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

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

THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS Attorney-in-Fact  
Surety.

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

On this 17th day of November, A.D., 1944, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that he subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL) MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State  
I hereby approve the form of the foregoing Undertaking this 26th day of October, 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. 80075 passed and adopted on the 10th day of October, 1944, require and fix the sum of \$85.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING  
Logan Avenue Lighting District No. 1

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

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 northerly line of Lot 25, Block 4, Reed and Hubbell's Addition, and the westerly prolongation of the southerly line of Block 5 in said Addition.

Such furnishing of electric current shall be for a period of one year from and including November 16, 1944, to-wit: to and including November 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 Logan Avenue Lighting District No. 1", filed July 25, 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 Three Hundred Thirty-nine and no/100 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.

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  
G. C. CRARY  
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 26 day of October, 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 Logan Avenue Lighting District No. 1; being Document No. 350581.

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

By Francis T. Totten Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 16th day of October, 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:

Description of Property:	Sold to State	Cert. No.	Deeded to State	Deed No.
VALENCIA PARK UNIT #2:				
Block 17:				
Lot 1	6/29/29	50945	8/1/34	10762
Lot 2	6/29/29	50946	8/1/34	10763
Lot 5 (Ex. W 30' of E. 60')	6/30/30	133391	8/1/35	6549
Lot 5 W 30' of E 60' measured on S line of Lot 5	6/30/30	133386	8/1/35	6548
Block 18:				
Lot 1	6/29/29	50957	8/1/34	10773
Lot 15	6/30/30	133414	8/1/35	6554
Block 19:				
Lot 21	6/29/29	50992	8/1/34	10800
Lot 22	6/29/29	50993	8/1/34	10801
Lot 23	6/29/29	50994	8/1/34	10802
Lot 24	6/29/29	50995	8/1/34	10803
Lot 25	6/29/29	50996	8/1/34	10804
Block 21:				
Lot 21	6/29/29	51033	8/1/34	10841
Lot 22 (Ex. M & B to Fusch)	6/29/31	53610	7/1/36	2116
Lot 22 Beg. at most Nly cor. Lot 22; th S 47° 25' 50" E along NEly line of said lot 115.53' to most Ely cor. th SWly along SEly line of sd lot 34.94'; th N 43° 11' 19" W, 115.21' to pt. on NW line said lot; th. N 49° 59' along NWly line 26.37' to pt of beg. in Lot 22,	9/1/33	58879	7/1/38	3659
Block 22:				
Lot 1	6/29/29	51041	8/1/34	10847
Lot 6 Wly 30' measured on Olvera Avenue	9/1/33	58883	7/1/38	3570
Lot 6 Ely 30' measured on Olvera Avenue	6/30/30	133489	8/1/35	6559
Lot 7	6/29/29	51047	8/1/34	10851
Block 23:				
Lot 19	6/29/29	51078	8/1/34	10879

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 Oct. 16, 1944 (As of date of Execution of Agreement)	2nd Payment Oct. 16, 1945 (Anniversary Date of Agreement)	3rd Payment Oct. 16, 1946 (2nd Anniver- sary date of Agreement)	Final Payment (Upon exercise of option)
VALENCIA PARK UNIT #2:				
Block 17:				
Lot 1	\$2.50	\$2.50	\$2.50	\$25.00
Lot 2	\$2.00	\$2.00	\$2.00	\$20.00
Lot 5 (ex. W 30' of E 60')	\$2.50	\$2.50	\$2.50	\$25.00
Lot 5 W 30' of E 60' measured on S line of Lot 5	\$1.00	\$1.00	\$1.00	\$10.00
Block 18:				
Lot 1	\$2.50	\$2.50	\$2.50	\$25.00
Lot 15	\$2.50	\$2.50	\$2.50	\$25.00
Block 19:				
Lot 21	\$1.00	\$1.00	\$1.00	\$10.00
Lot 22	\$1.00	\$1.00	\$1.00	\$10.00
Lot 23	\$1.00	\$1.00	\$1.00	\$10.00
Lot 24	\$1.00	\$1.00	\$1.00	\$10.00
Lot 25	\$2.50	\$2.50	\$2.50	\$25.00
Block 21:				
Lot 21	\$2.50	\$2.50	\$2.50	\$25.00
Lot 22 (Ex. M & B to Fusch)	\$1.00	\$1.00	\$1.00	\$10.00
Lot 22 Beg. at most Nly cor. Lot 22; th S 47° 23' 50" E along NEly line of said lot 115.53' to most Ely cor. th SWly along SEly line of sd lot 34.94'; th N 43° 11' 19" W, 115.21' to pt. on NW line said lot; th N 49° 59' E along NWly line 26.37' to pt of beg. in Lot 22,	\$1.00	\$1.00	\$1.00	\$10.00
Block 22:				
Lot 1	\$2.00	\$2.00	\$2.00	\$20.00
Lot 6 Wly 30' measured on Olvera Avenue	\$1.00	\$1.00	\$1.00	\$10.00
Lot 6 Ely 30' measured on Olvera Avenue	\$1.00	\$1.00	\$1.00	\$10.00
Lot 7	\$2.00	\$2.00	\$2.00	\$20.00
Block 23:				
Lot 19	\$2.00	\$2.00	\$2.00	\$20.00

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 cancelled, and shall not in that event be due or owing to said County.

4. 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; provided, further, that said City shall also have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. 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.

6. 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 resolution duly passed and adopted on the 16th day of October, 1944, has caused this agreement to be executed in quadruplicate, and the City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 80016, adopted on the 26th day of September 1944, the day and year first hereinabove written.

(SEAL)  
ATTEST: J. B. McLEES, County Clerk and Ex-officio Clerk of the Board of Supervisors.  
By VLATA R. BUCHER  
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 October 4, 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 approves said agreement.

Dated October 24, 1944

HARRY B. RILEY,  
Controller of the State of California  
By CLARENCE H. SMITH (SEAL)  
Deputy  
THOMAS WHELAN, District Attorney in and for the  
County of San Diego, State of California  
By CARROLL H. SMITH  
Deputy

APPROVED as to form Date 10/7/44

Date Sept. 25, 1944

J. F. DuPAUL, City Attorney

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 in Valencia Park Unit No. 2; being Document No. 350584.

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

KNOW ALL MEN BY THESE PRESENTS, That HUDSON-TUCKER, INC., a corporation, as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND EIGHT HUNDRED EIGHTY-FOUR Dollars (\$2,884.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of October, 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: 6 - Worthington 10-LA-2 centrifugal pumping units in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

HUDSON-TUCKER, INC. (SEAL)  
W. H. HUDSON, Pres.  
Principal

ATTEST: H. F. TUCKER  
Secy

MARYLAND CASUALTY COMPANY (SEAL)  
F. F. EDELEN Its Attorney in Fact  
Sureties

STATE OF CALIFORNIA )  
County of San Diego ) ss.

On this 25th day of October, 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 foregoing Bond this 27th day of October, 1944.  
J. F. DuPAUL, City Attorney,  
By THOMAS J. FANNING  
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 27th day of October, 1944.  
RUSSELL W. RINK  
Asst. to City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 27th day of October, 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 HUDSON-TUCKER, INC., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 6 - Worthington 10-LA-2 centrifugal pumping units, with 1750 r.p.m. pumps and motors, using standard General Electric tri-clad, drip-proof motors without screens, and including witness tests, split glands, coupling guards, cast iron bases and foundation bolts, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350277. Delivery, f.o.b. San Diego 20 weeks from date of contract, contingent upon receipt of priority.

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

6 - Worthington centrifugal pumping units	@ \$2,444.00 ea	\$14,664.00
Plus: Witness test		200.00
Split glands	30.00 "	180.00
Coupling guards	23.00 "	138.00
C. I. Base	65.00 "	390.00
Bolts	17.00 "	102.00
		\$15,674.00
Less: Deduction for standard motor, (No screens)	690.00 "	4,140.00
		\$11,534.00

Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within 126 days from and after the date of the execution of this contract, and to complete said delivery on or before the 17 day of March, 1945.



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 Five Hundred Thirty-four Dollars (\$11,534.00), said payments to be made as follows:

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, final payment will be made, at such time, and in such manner as provided by law, of any balance due.

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. 80124 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 RUSSELL W. RINK

Assistant to City Manager

HUDSON-TUCKER, INC.

(SEAL)

W. H. HUDSON Pres.

Contractor

ATTEST: H. F. TUCKER

Secy.

I hereby approve the form and legality of the foregoing contract this 27th day of October, 1944.

J. F. DuPAUL, City Attorney

By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Hudson-Tucker Inc. for 6 Worthington centrifugal pumping units; being Document No. 350605.

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 26th day of October, 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 SHEPHERD DIESEL MARINE Division of Shepherd Tractor and Equipment Co., a co-partnership composed of Willard W. Shepherd, Helen L. Shepherd and Norma D. Shepherd, general partners, 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 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, more particularly described as follows:

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 157.46 feet southeasterly from Government Station No. 185; thence north 39° 17' east a distance of 201.15 feet to a point; thence south 56° 51' east a distance of 139.51 feet to a point; thence north 33° 09' east a distance of 205.91 feet to a point; thence south 53° 47' 05" east a distance of 16.02 feet to a point; thence south 33° 09' west a distance of 405.05 feet, more or less, to an intersection with the said U. S. Bulkhead Line; thence north 56° 51' west along the said U. S. Bulkhead Line a distance of 177 feet, more or less, to the point or place of beginning; containing 36,530 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 234.46 feet southeasterly from Government Station No. 185; thence continuing southeasterly along the said U. S. Bulkhead Line a distance of 100 feet to a point; thence at right angles southwesterly a distance of 350 feet to a point; thence at right angles northwesterly a distance of 100 feet to a point; thence at right angles northeasterly a distance of 350 feet to the point or place of beginning.

The lands hereinabove described being shown on Harbor Department Drawing No. 179-B, dated May 29, 1944, attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises, and each and every part thereof unto the lessee for a period of five (5) years, beginning on the 1st day of October, 1944, and ending on the 30th day of September, 1949, unless sooner terminated as herein provided, upon the rentals hereinafter specified, with an option on the part of the lessee to extend this lease at the end of the first term for another five-year period; and at the end of the second term to extend the same for another five-year period; and at the end of the third term to extend the same for another five-year period; and at the end of the fourth term to extend the same for another five-year period.

Such option shall be exercised by notice in writing on the part of the lessee, filed with the Clerk of The City of San Diego at least ninety (90) days prior to the end of the term of this lease, or any extension thereof. Thereupon this lease shall continue in full force and effect in accordance with all of the provisions hereof, except for increase of rental rate during the ensuing period of five years, and so through each succeeding period for which the lessee shall exercise its option. The rentals to be paid by lessee are as follows:

For the premises hereinabove described as Parcel No. 1:

For the first five-year period, the sum of one cent (1¢) per square foot per year;

For the second five-year period, the sum of three cents (3¢) per square foot per year;

For the third five-year period, the sum of four cents (4¢) per square foot per year;

For the fourth five-year period, the sum of five cents (5¢) per square foot per year; and

For the fifth and last five-year period, the sum of six cents (6¢) per square foot per year.

For the premises hereinabove described as Parcel No. 2:

The sum of fifty dollars (\$50.00) per month.

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

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 No. 1 shall be used 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.

(2) 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 as may be necessary or convenient for conducting and carrying on said boat building business.

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

(4) That in the event a bulkhead is built and dredging done in the vicinity of said leased lands, requiring the use of any part of the demised premises before the expiration of the term of this lease, the lessee shall remove therefrom any and all structures, including wharves and ways erected on said premises, at its own cost and expense.

(5) 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.

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

(7) 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 it 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.

(8) 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.

(9) 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 expressed herein, 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 City 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.

(10) Reference is hereby made to all laws as now existing and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made 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 Willard W. Shepherd, Helen L. Shepherd and Norma D. Shepherd, co-partners, have hereunto subscribed their names for and on behalf of Shepherd Diesel Marine Division of Shepherd Tractor and Equipment Co., the day and year in this agreement first above written.

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

THE CITY OF SAN DIEGO

Lessor

By R. H. VAN DEMAN

EMIL KLIKA

WILLIAM E. HARPER

Members of the Harbor Commission of The City of San Diego

WILLARD W. SHEPHERD

HELEN L. SHEPHERD

NORMA D. SHEPHERD

Co-partners, doing business under the firm name and style of Shepherd Diesel Marine Division of Shepherd Tractor and Equipment Co. Lessee.

I hereby approve the form of the foregoing Lease, this 25 day of October, 1944.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tide-lands lease for Shepherd Diesel Marine Division of Shepherd Tractor and Equipment Co.; being Document No. 350608.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CRANE COMPANY R. E. MUSE, as Principal and GENERAL CASUALTY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Washington, with its principal office in the city of Seattle and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FOUR HUNDRED NINE and no/100 Dollars (\$1409.00), lawful money of the United States of 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 31st day of October, 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: gate valves and regulators 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.

CRANE COMPANY

R. E. MUSE, Mgr.

Principal

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

GENERAL CASUALTY COMPANY OF AMERICA

By FRANK FIEGER Attorney-in-fact

Sureties (SEAL)

STATE OF CALIFORNIA

COUNTY OF San Diego ss.

On this 31st day of October, 1944, personally appeared before me Frank Fieger 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.

SHIRLEY F. WILSON

Notary Public Co. San Diego

(SEAL)

My commission expires Aug. 21, 1948



I HEREBY APPROVE the form of the foregoing Bond this 2nd day of November, 1944.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 3rd day of Nov. 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 31st day of October, 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 CRANE COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 4 - 16" gate valves, 150# working pressure, Rensselaer List 13 or equal, stationary stem, flanged, F & D 125# standard, spur gears enclosed in oil-tight grease-filled case, operating nut, and indicator (Crane #481);
- 12 - 16" gate valves, 150# working pressure, Rensselaer List 13 or equal, outside screw and yoke, flanged, F & D 125# standard, with handwheels (Crane #483)
- 2 - 16" pressure regulators, Clayton No. 98 or equal, 150# working pressure, flanged, F & D 125# standard, with indicating stem and spring;

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350270.

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

4 - 16" Rensselaer gate valves, stationary stem	@ \$ 293.76 ea	\$ 1175.04
12 - 16" " " " outside screw and yoke	@ \$ 227.29 ea	\$ 2727.48
2 - 16" Clayton pressure regulators	@ \$ 865.12 ea	\$ 1730.24
		\$ 5632.76

Said prices include the California State Sales Tax.

## DELIVERY:

Schedule "A" Item 1	12 to 14 weeks	(Valves)
" " " 2	8 " 10 "	"
" " " 1	60 days	(Regulators)

Said contractor agrees to begin delivery of said material in accordance with above.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Five Thousand Six Hundred Thirty-two and 76/100 Dollars (\$5632.76), said payments to be made as follows:

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, final payment will be made, at such time, and in such manner as provided by law, of any balance due.

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. 80122 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

CRANE CO. R. E. MUSE Mgr.  
Contractor

ATTEST:

I hereby approve the form and legality of the foregoing contract this 2nd day of November, 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 Crane Company for gate valves and regulators for Otay pumping plant; being Document No. 350690.

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

By Francis T. Tatten 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, Tufford Motor Company is the owner of Lot "D" Block "I", of Hortons Addition; NOW, THEREFORE, This AGREEMENT, signed and executed this 16 day of October, 1944, by Tufford Motor Company that they will, for and in consideration of the permission granted to remove 20 feet of curbing on Front Street between "A" Street and "B" 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 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.

TUFFORD MOTOR CO. W. W. TUFFORD  
140 W. A St., San Diego, Calif

STATE OF CALIFORNIA;

County of San Diego.

ss.

On this 20th day of Oct. 1944, A.D. Nineteen Hundred and forty four, before me, Arthur L. Chytrus, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. W. Tufford known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. 21, 1948

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

I HEREBY approve the form of the foregoing agreement this 30th day of October, 1944.

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

RECORDED NOV 1 1944 2 P.M. in Book 1767 at page 208 of Official Records, San Diego Co. Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.  
E. 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 Tufford Motor Company; being Document No. 350611.

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

By Francis T. Tatten Deputy

NEGOTIATED AGREEMENT  
Modification "D"  
Contract No. W-1703 qm-9

#### SUPPLEMENTAL AGREEMENT

This supplemental agreement entered into this 13th day of Oct. 1944, by and between the United States of America, hereinafter called the Government, represented by the contracting officer executing this agreement, and the City of San Diego, San Diego, California, hereinafter called the contractor, Witnesseth That:

Whereas, on the 15th day of March 1941, the parties hereto entered into Contract No. W-1703 qm-9, for the supply of water service to Camp Callan, San Diego 14, California, Station No. 04-023, and

Whereas, it is found advantageous and in the best interests of both parties, for their mutual benefit,

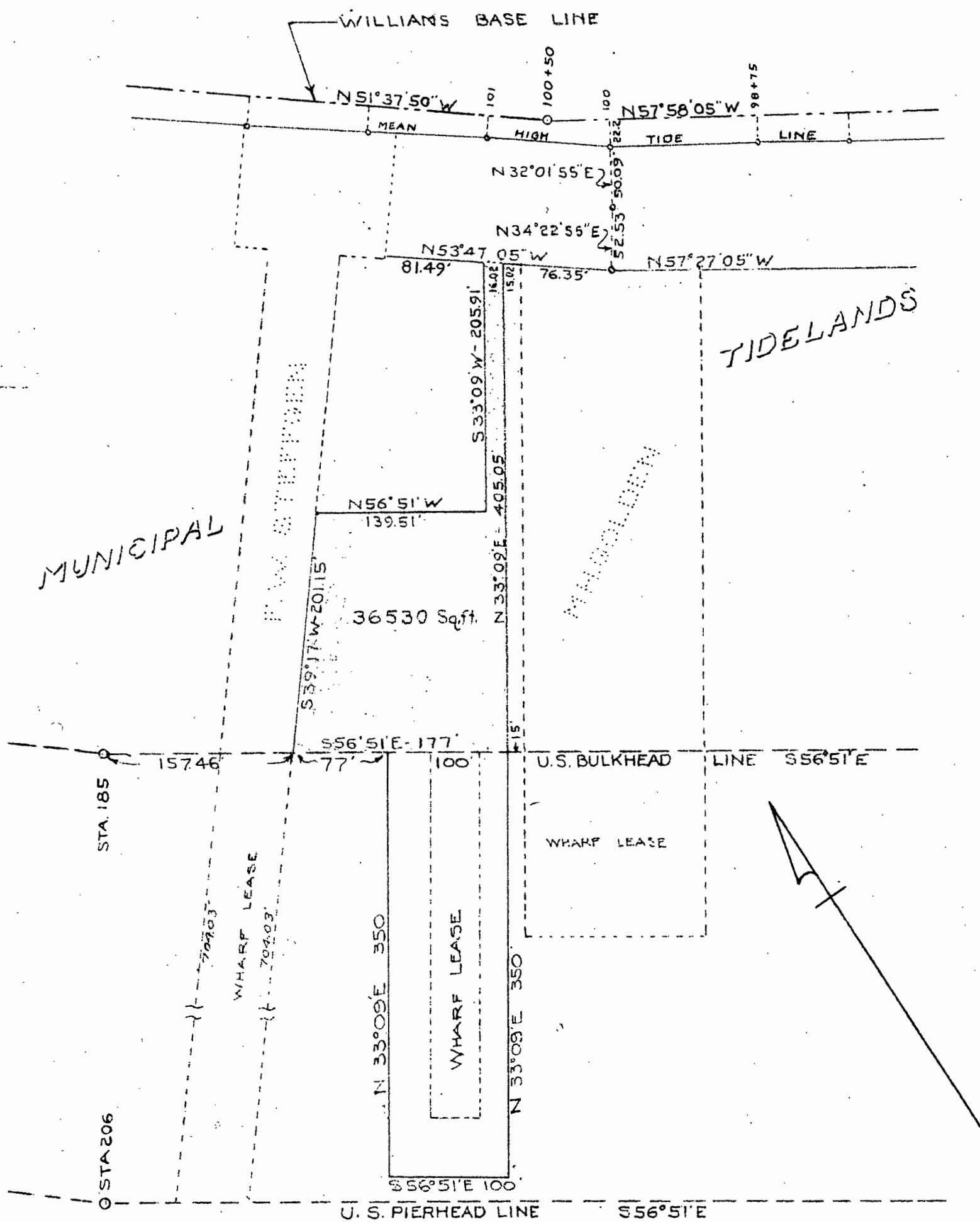
Now, Therefore, The said contract is hereby modified in the following particulars, but in no others:

The contractor shall be granted the privilege of installing and connecting a two-inch water meter, standard make, to the Camp Callan water system owned and operated by the Government, and connecting to said meter certain water lines on the City Farm.

It is further understood and agreed that this meter shall be read monthly, and the consumption as shown by said meter shall be deducted from the gross readings of the Camp Callan water meters.

(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.)

The City of San Diego agrees to make all installations and connections, and furnish all necessary material, including the meter, without any expense to the Government.



NOTE - Area to be leased shown shaded.

DRAWN BY L.R.L.  
TRACED BY  
CHECKED BY  
APPROVED

PORT DIRECTOR

HARBOR DEPARTMENT - CITY OF SAN DIEGO  
MUNICIPAL TIDELAND LEASE  
SHEPHERD DIESEL MARINE

DATE May 23, 1944  
SCALE - 1" = 100'  
DRAWING No  
179-B





All other terms and conditions of the original contract, including modifications (Change Orders "A", "B", "C"), will remain unchanged.

In Witness Whereof, The parties hereto have

executed this agreement as of the

day and year first above written. Edwin Taylor, Captain, Q.M.C. Contracting Officer

THE UNITED STATES OF AMERICA

By EDWIN TAYLOR

Edwin Taylor, Captain, Q.M.C. Contracting Officer

THE CITY OF SAN DIEGO

By WALTER W. COOPER

Walter W. Cooper City Manager

Witness:

1. E. LONGFELLOW

2. JOHN C. BELL

Approved 10/10/44 J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement for water service to City Farm through Camp Callan water system; being Document No. 350746.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

6 October 1944

Change Order Modification No. 1

Termination of service

City of San Diego Water Dept.

164 Civic Center

San Diego, California

Gentlemen:

Contract No. W-04-362E(SC-IX)-56, and any amendments or modifications thereto, for furnishing water service to Government-leased property at 1403 Sixth Avenue, San Diego, California is hereby cancelled effective 29 October 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and remaining copies returned to the undersigned.

Very truly yours,

P. F. JERNEGAN

P. F. Jernegan 2nd Lt., Corps of Engineers

Contracting Officer (Successor to 1st Lt. W.W. Edwards)

Receipt of the above notice is hereby acknowledged this Tenth day of October, 1944.

By R. A. CAMPBELL

Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of Army Contract W-04-362 E (SC-IX)-56 for water service at 1403 Sixth Avenue; being Document No. 350774.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

6 October 1944

Change Order Modification No. 1

Termination of Service

City of San Diego Water Dept.

164 Civic Center

San Diego, California

Gentlemen:

Contract No. W-04-362E(SC-IX)-57, and any amendments or modifications thereto, for furnishing water service to Government-leased property at 1468 Sixth Avenue, San Diego, California is hereby cancelled effective 29 October 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and remaining copies returned to the undersigned.

Very truly yours,

P. F. JERNEGAN

P. F. Jernegan 2nd Lt., Corps of Engineers

Contracting Officer (Successor to 1st Lt. W.W. Edwards)

Receipt of the above notice is hereby acknowledged this Tenth day of October, 1944.

By R. A. CAMPBELL

Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of Army Contract for water service at 1468 Sixth Avenue; being Document No. 350775.

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 3rd day of November, 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 J. S. BARRETT party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE 1. 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 Sanitary Sewer in MARKET STREET between Pacific Highway and India Street, including manholes, connections, fittings and appurtenances, complete, with the exception of Items 1, 2 and 3, hereinafter set forth, in strict conformity with the plans and specifications prepared therefor by the City Engineer of The City of San Diego and filed in the Office of the City Clerk of said City as Document No. 350114 on September 22nd, 1944, at and for the lump sum price of \$27,102.34; Twenty-seven thousand one hundred two Dollars and thirty-four Cents; and also agrees to furnish any and all required labor, equipment, materials and services necessary to furnish and place the following named additional 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 as required, including necessary excavation, at \$24.71; Twenty-four Dollars and seventy-one Cents per cubic yard of concrete in place.

Item 2: 1:3:5 mix Portland Cement Concrete as required, including necessary excavation, at \$24.45; Twenty-four Dollars and forty-five Cents per cubic yard of concrete in place.

Item 3: Crushed rock base and crushed rock backfill, including necessary excavation, at \$6.66; Six Dollars, and sixty-six Cents per cubic yard of rock in place; 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 22nd day of September, 1944, marked "Document No. 350114" and endorsed, "Contract Documents for a Sanitary Sewer in MARKET STREET between Pacific Highway and India Street," said plans consisting of 3 sheets and said specifications consisting of 40 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 anyone, for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this Contract, of which he is not patentee, or which he is not 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 City 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:

Classifications:	Per 8 hour day
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.00
Blacksmith	11.00
Bricklayer	12.00
Bricklayer Tender	9.00
Carpenter	10.80
Cement Finisher	12.00
Electrician - Journeyman	13.60
Fireman and Oiler	9.00
Laborers, unskilled	7.00
Laborers, building	7.00
Laborers, underground	8.00
Laborers, Tunnels:	
Miner (hand or machine)	9.80
Motorman	9.80
Cribbers or Shorers	9.80
Powderman	9.80
Chucktender	8.20
Laborers, special:	
Asphalt, raker and ironer	9.00
Sewer pipe layer (excluding caulker)	10.00
Caulker (using tools)	9.00
Tarman and motorman	8.00
Mechanic - Heavy Duty Repairman	12.00
Plumber	12.00
Operating Engineers:	
Asphalt Plant Engineer	12.00
Asphalt Plant Fireman	11.00



Air Compressors	10.00
Bulldozers	12.00
Crane, derricks, draglines and shovels less than 1 yd.	13.00
Crane, derricks, draglines and shovels 1 yd. and over	14.00
Hoists, material	11.00
Mixers, skip type	11.00
Mixers, paving type	13.00
Pavement breaker operator	11.00
Pumps	10.00
Roller	11.00
Tow Blade or Grader	11.00
Tractor, with boom attachments	12.00
Trenching machine	12.00
Reinforcing steel worker	12.00
Teamster	7.40
Truckdriver, less than 6 tons	7.60
Truckdriver, 6 to 15 tons	8.00
Truckdriver, 15 to 20 tons	9.40
Clerk	8.00
Timekeeper	7.00
Watchman	7.00
Painter	10.80

Labor Foreman to receive \$9.00 per diem

Special Labor Foreman to receive \$2.00 per diem above special classified laborers.

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.

Payment shall be made for necessary work performed on legal holidays, including Sundays, and other overtime work when permitted by law, at the rate of time and one-half.

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 hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
G. C. CRARY  
H. DE GRAFF AUSTIN  
ERNEST J. BOUD  
CHARLES C. DAIL  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK (SEAL)  
City Clerk

J. S. BARRETT  
Owner

ATTEST: CHAS. C. ESTES (SEAL)

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 8th day of November, 1944.

J. F. DuPAUL

City Attorney of The City of San Diego

By BERTRAND L. COMPARET

#### 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 Twenty-seven thousand one hundred two and 34/100 Dollars (\$27,102.34) (Not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of November, 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 Sanitary Sewer in MARKET STREET between Pacific Highway and India Street, including manholes, connections, fittings and appurtenances, in and 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 22nd day of September 1944, marked "Document No. 350114" and endorsed, "Contract Documents for a Sanitary Sewer in MARKET STREET between Pacific Highway and India Street", said plans consisting of 3 sheets, and said specifications consisting of 40 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless The City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 3rd day of November 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: CHAS. C. ESTES

ATTEST: M. SHANNON

J. S. BARRETT  
Principal  
HARTFORD ACCIDENT AND INDEMNITY COMPANY  
By P. C. BARNEY, Attorney-in-Fact  
Surety (SEAL)

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

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

On this 3rd day of November, 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 P. E. Barney known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said P. C. Barney duly acknowledged to me that he subscribed the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name as Attorney-in-Fact.

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

(SEAL) MARSTON BURNHAM  
Notary Public in and for San Diego County,  
My Commission expires April 27, 1946 State of California  
I hereby approve the form of the within Bond this 8th day of November, 1944.

J. F. DuPAUL  
City Attorney of the City of San Diego  
By BERTRAND L. COMPARET

Approved by a majority of the members of the Council of The City of San Diego, this 8th day of November, 1944.

ATTEST: FRED W. SICK  
City Clerk (SEAL)  
HARLEY E. KNOX  
G. C. CRARY  
H. DE GRAFF AUSTIN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES C. DAIL  
Members of the Council

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 Thirteen thousand five hundred fifty-two Dollars (\$13,552.00), (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 3rd day of November, 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 Sanitary Sewer in MARKET STREET between Pacific Highway and India Street, including manholes, connections, fittings and appurtenances, 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 22nd day of September, 1944, marked "Document No. 350114" and endorsed "Contract Documents for a Sanitary Sewer in MARKET STREET between Pacific Highway and India Street", said plans consisting of 3 sheets and said specifications consisting of 40 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 five hundred fifty-two Dollars (\$13,552.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials

to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an act of the Legislature of the State of California entitled "An Act to secure the payment of claims of persons employed by contractors upon public works and the claim of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto", approved May 10, 1919, as amended, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay, in case suit is brought upon this bond, such reasonable attorney's fee, as shall be fixed by the court, awarded and taxed as in the above mentioned Statute provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Act, so as to give a right of action to them or their assigns in any suit brought upon this bond.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same, shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their seals this 3rd day of November 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: CHAS. C. ESTES

ATTEST: M. SHANNON

STATE OF CALIFORNIA

County of San Diego

} ss.

J. S. BARRETT  
Principal  
HARTFORD ACCIDENT AND INDEMNITY COMPANY  
By P. C. BARNEY, Attorney-in-Fact  
Surety (SEAL)

On this 3rd day of November, 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 P. C. Barney known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said P. C. Barney duly acknowledged to me that he subscribed the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name as Attorney-in-Fact.

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

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

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

I hereby approve the form of the within Bond this 8th day of November, 1944.

J. F. DuPAUL  
City Attorney of the City of San Diego, California  
By BERTRAND L. COMPARET

Approved by a majority of the members of the Council of The City of San Diego this 8th day of November, 1944.

HARLEY E. KNOX  
G. C. CRARY  
H. DE GRAFF AUSTIN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES C. DAIL  
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 J. S. Barrett for construction of Sanitary Sewer in Market Street between Pacific Highway and India Street; being Document No. 350753.

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

By Francis T. Tatten Deputy

City of San Diego Water Dept  
164 Civic Center  
San Diego, California  
Gentlemen:

8 August 1944  
CHANGE ORDER Modification No. 1  
Termination of Service

Contract No. W-04-362 E (SC-IX)-78, and any amendments or modifications thereto, for furnishing water service to Government leased property at 325 "B" Street, San Diego, California is hereby cancelled effective 1 September 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and remaining copies returned to the undersigned.

Very truly yours  
P. F. JERNEGAN  
2nd Lt., Corps of Engineers Contracting Officer  
(Successor to Major H.W. Schmidt)

Receipt of the above notice is hereby acknowledged this Tenth day of August, 1944.

By R. A. CAMPBELL  
Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of Contract with U.S.A. for water at 325 B Street; Being Document No. 350830.

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

By Francis T. Tatten Deputy



City of San Diego Water Department  
164 Civic Center  
San Diego, California  
Gentlemen:

8 August 1944  
Change Order Modification No. 1  
Termination of Service

Contract No. W-04-362E (SC-IX)-71, and any amendments or modifications thereto, for furnishing water service to Government-leased property at 3361 28th Street, San Diego, California is hereby cancelled effective 15 August 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and remaining copies returned to the undersigned.

Very truly yours,  
P. F. JERNEGAN

2nd Lt., Corps of Engineers Contracting Officer  
(Successor to Major H. W. Schmidt)

Receipt of the above notice is hereby acknowledged this Tenth day of August, 1944.

By R. A. CAMPBELL  
Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of Contract with United States for water at 3361 28th Street; being Document No. 350831.

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

By Francis T. Patten Deputy

City of San Diego Water Dep't  
164 Civic Center  
San Diego, California  
Gentlemen:

8 August 1944  
Change Order Modification No. 1  
Termination of service

Contract No. W-04-362E (SC-IX)-90, and any amendments or modifications thereto, for furnishing water service to Government leased property at 2030 Sunset Boulevard, San Diego, California is hereby cancelled effective 1 September 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and remaining copies returned to the undersigned.

Very truly yours,  
P. F. JERNEGAN

2nd Lt., Corps of Engineers Contracting Officer  
(Successor to Major H. W. Schmidt)

Receipt of the above notice is hereby acknowledged this Tenth day of August, 1944.

By R. A. CAMPBELL  
Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of Contract with United States for water at 2030 Sunset Boulevard; being Document No. 350832.

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

By Francis T. Patten Deputy

# NOTICE OF CANCELLATION OF LEASE

No. W 04-193-eng-1391  
Dated 25 October 1944

To City of San Diego  
Civic Center San Diego, California

Pursuant to Article 6 of a certain lease dated the 1st day of October, 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 Lots 10 to 15 inclusive, Block 3, Druckers Subdivision, in the City of San Diego, County of San Diego, State of 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 28th day of November 1944.

JOHN A. LOOMIS

John A. Loomis Asst. 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 October 1944.

CITY OF SAN DIEGO, a Municipal Corporation

Witness:

E. LONGFELLOW

By WALTER W. COOPER

Walter W. Cooper City Manager

# RELEASE

Lease No. W-04-193-Eng-1391

WHEREAS, on the 1st day of October, 1943 City of San Diego a 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:

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.

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 28th day of November, 1944.

NOW, THEREFORE, know all men by these presents, that we, City of San Diego 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 28th day of November, 1944, 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 28th day of

November, 1944.

ATTEST: FRED W. SICK

(SEAL)

City of San Diego  
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 Cancellation of lease from United States of Lots 10 to 15 Block 3 Druckers Subdivision; being Document No. 350595.

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

By Francis T. Tatten Deputy

NEGOTIATED AGREEMENT

LEASE NO. W 3460 ENG 874

SUPPLEMENTAL AGREEMENT TRANSFERRING  
IMPROVEMENTS TO LESSOR

THIS SUPPLEMENTAL AGREEMENT entered into this 9 day of September 1944, by and between City of San Diego, a Municipal Corporation whose address is San Diego, California for itself, its successors, and assigns, hereinafter called the Lessor, and The United States of America, hereinafter called the Government, Witnesseth That:

WHEREAS on 1 October 1942 a lease was entered into between George W. Marston, a single man 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: Lots G, H, I and J in Block 412 and all that portion of Lots 1, 3 and 4, lying westerly of Jackson Street, Block 423, Old San Diego as shown on Map drawn by James Pascoe, 1870 and filed February 4, 1876 with the City Engineer. Located on the Westerly line of Jackson Street between Whitman and Chestnut Streets. Community Recreation Grounds. Containing: Land 52,500 square feet, Building: 404 square feet. Total square feet - 52,909. Which lease was duly transferred and assigned to the Lessor named herein on 14 January 1944.

for the period October 1, 1942 to June 30, 1943 and continuing thereafter to six months from 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), subject to the condition as set forth in Paragraph 3 of Supplemental Agreement to Dispense with Notice of Renewal dated 20, December 1943, which lease was duly renewed by the Government to June 30, 1944 inclusive;

WHEREAS said lease will terminate on the 19 day of September, 1944;

WHEREAS the Lessor has given notice that restoration of the premises by the Government in accordance with paragraph 3 of said lease will be required:

WHEREAS it has been determined to be advantageous and in the interest of the Government to relinquish, transfer, and deliver to the Lessor the title to certain improvements which are no longer required by the Government, in satisfaction of restoration of said premises;

WHEREAS the Lessor is willing, in lieu of performance by the Government of the restoration required by said lease, to accept said improvements in consideration of the difference between the value of said improvements and the estimated cost of restoration.

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually agree as follows:

1. That the Government hereby relinquishes, transfers, and delivers to the Lessor the improvements shown on Schedule "A" attached hereto, heretofore made by the Government now in and upon the land and/or premises above described.

3. That the Lessor will, as of 11 September, 1944 assume custody and the care of the said premises, the Government thereafter being relieved from any further responsibility therefor.

4. That the Lessor hereby remises, releases, and forever discharges the Government, its officers, agents, and employees, of and from any and all manner of actions, liability, and claims (except any unpaid rent for the period ending 8 September 1944) against the Government, its officers and agents, which the Lessor now has or ever will have for the restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises.

5. That 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, but this provision shall not be construed to extend to this agreement if made with a corporation for the general benefit.

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

WITNESS: HATTIE M. HILBURN  
P.O.Box 710  
San Diego 12, Calif.

CITY OF SAN DIEGO  
A Municipal Corporation.  
Lessor By WALTER W. COOPER  
City Manager

THE UNITED STATES OF AMERICA  
By JOHN A. LOOMIS 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 (CORPORATE SEAL)

- SCHEDULE "A" 1 - 20' x 50' Barracks
- a. 1-Space Heater
  - b. 1-Toilet
  - c. 1-G.I. Wash Sink
  - d. 1-Urinal
  - e. Misc. Pipe, 2"
  - f. Misc. Pipe, 4"
  - g. 30 amp. Switch

CLOSING PHYSICAL SURVEY AND STATEMENT OF CONDITION OF PREMISES

This Survey and Statement of Condition of premises is made by the undersigned lessor and the undersigned representative of the Government in connection with the termination of Lease No. W 3460-eng-874.

Said leased premises have been examined and the condition thereof as of this date was found to be satisfactory except for the following listed items:

1 Comb. Barracks and Latrine, 20x50 in fair condition, is still located on premises.

2 Small lessor owned buildings have been badly damaged.

1 Scullery is still located on premises.

Grass has been killed or its growth retarded.

This instrument is not intended to determine responsibility for the listed items but only to record the condition of the premises as of the date hereof.

Dated 1 August 1944

LESSOR: THE CITY OF SAN DIEGO,  
A Municipal Corporation

By: WALTER W. COOPER  
City Manager

By KENNETH MOULTON

Kenneth Moulton Representative, Office of  
Division Engineer, Los Angeles Sub-Office  
Real Estate Division

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement transferring improvements to Lessor from United States War Department in Old Town; being Document No. 350692.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

W-04-193-eng-1333

# NOTICE OF CANCELLATION OF LEASE

To San Diego, City of  
Civic Center San Diego, California

Dated 26 October 1944

Pursuant to Article 6 of a certain lease dated the 1st day of October, 1943, by and between San Diego, City of (a municipal corporation) as Lessor, and the United States of America, as Lessee, covering Property located at North of Point Loma Dairy, 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 29th day of November 1944.

JOHN A. LOOMIS

John A. Loomis Asst. Chief, Los Angeles Sub-Office  
For and in behalf of the United States of America

Receipt of the above notice is hereby acknowledged this 28th day of October 1944.  
CITY OF SAN DIEGO, a municipal corp.

Witness: FRED W. SICK

(SEAL)

By WALTER W. COOPER

Walter W. Cooper City Manager

R E L E A S E

Lease No. W 04-193-eng-1333

WHEREAS, on the 1st day of October, 1943 City of San Diego, a municipal corporation a 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 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.

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 29th day of November, 1944,

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 29th day of November, 1944, 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 29th day of November, 1944.

Attest; FRED W. SICK

(SEAL)

CITY OF SAN DIEGO, a Municipal Corporation

By: WALTER W. COOPER

By Walter W. Cooper City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of lease from United States War Department of 5.40 acres north of Point Loma Dairy; being Document No. 350693.

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 17th day of November, 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. FRED POGGI, Sorrento, California, hereinafter designated as the Lessee, WITNESSETH:

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



San Diego, State of California, to-wit:

That portion of Pueblo Lot 1340 lying east of the Atchison, Topeka & Santa Fe Railway Company's Right of Way, being 36 acres, more or less; for a term of five (5) years, beginning on the 17th day of November, 1944, and ending on the 16th day of November, 1949, at the following rentals: Fifty and no/100 Dollars (\$50.00) 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 stock grazing purposes only, and for no other purpose or purposes.

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed.

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.

Ninth. Upon the effective date of this lease the lease between the City and G.F. Poggi, dated August 22, 1940, for a term ending August 21, 1945, shall terminate and be of no force or effect, save only that there shall be an adjustment between the City and said G.F. Poggi of any rentals payable or paid under said lease; it being understood that the lessee shall be credited with the payment of rentals reserved by said lease at the time the same is terminated.

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 Ordinance No. 2899 (New Series) of the ordinances of The City of San Diego, adopted October 17, 1944, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

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

G. FRED POGGI  
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 16 day of November, 1944.

J. F. DuPAUL,  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with G. Fred Poggi for portion Pueblo Lot 1340; being Document No. 350911.

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, William L. Edie dba Pacific Coast Packing Co. is the owner of Lot 1, Block 15, of Culverwells Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 25 day of Oct., by William L. Edie that \_\_\_\_\_ will, for and in consideration of the permission granted to remove 16 ft. & 12 ft. feet of curbing on 15th between F & G Sts and adjacent to the above described property bind \_\_\_\_\_ to, and \_\_\_\_\_ hereby by these presents agree I 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 Wm. L. Edie 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.

WILLIAM L. EDIE  
750 - 15th Street

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

On this 25th day of October, A.D. Nineteen Hundred and fourty four before me, Andrew Nielsen, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William L. Edic 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) ANDREW NIELSEN  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Aug. 20, 1947  
I HEREBY approve the form of the foregoing agreement this 30th day of October, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED NOV 1 1944 2 P.M. in Book 1770 at page 196 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

J. DELL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from William L. Edic; being Document No. 350610.

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 \_\_\_\_\_  
Regarding use of premises at 4274 46th St.

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

Leonard Hall, after being first duly sworn, deposes and says;

That I am the owner of the hereinafter described real property; Lot 55 & the sly. 1/2 of Lot 56, Block 4 Subdivision Eastgate, located at 4274 46th St.;

That I desire to operate a woodworking shop for the manufacture of wood toys

That I, in consideration of approval granted by the City of San Diego to manufacture wood toys do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the above mentioned woodworking shop will operate between the hours of 3:00 PM and 8:00 P.M. only, that there will never be more than two workmen; and that this manufacture of toys will stop one year from October 31st, 1944, or at the end of hostilities in the present war (whichever shall be the shorter period.)

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.

LEONARD HALL  
EDNA F. HALL  
4274 - 46th St.

On this 1st day of November 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 Leonard and Edna F. Hall known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) AUGUST M. WADSTROM  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires August 5, 1945

RECORDED NOV 6 1944 10 A.M. in Book 1756 at page 485 of Official Records, San Diego Co. Cal. Recorded at request of City Clerk.

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

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

J. 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 Agree- ment from Leonard and Edna F. Hall regarding use of premises at 4274 46th St. as woodworking shop; being Document No. 350671.

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 curb- ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Max Rabinowitz is the owner of Lot A, B, Block 77, of Horton Add.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 30 day of October 1944, by Max Rabinowitz that I will, for and in consideration of the permission granted to remove 24 feet of curbing on 12th St. between F St. and G St., adjacent to the above described prop- erty, bind myself to, and I hereby by these presents agree to, remove any driveway construct- ed 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 & Mollie Rabinowitz 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.

MAX RABINOWITZ  
770 - 12th St.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 30th day of October, A.D. Nineteen Hundred and Forty Four, before me, C. S. Stout, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Max Rabinowitz known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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. S. STOUT

(SEAL)

My Commission expires June 30, 1946

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 November, 1944.

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

Deputy City Attorney

RECORDED NOV 6 1944 10 A.M. in Book 1769 at page 212 of Official Records, San Diego Co. Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

V. OSGOOD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Max Rabinowitz; being Document No. 350678.

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, Qualitee Dairy Products Company, a Corporation is the owner of Lot B, Block 127, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of October, 1944, by Qualitee Dairy Products Company that they will, for and in consideration of the permission granted to remove 24 feet of curbing on Tenth between J Street and K Street, adjacent to the above described property, bind them to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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.

QUALITEE DAIRY PRODUCTS COMPANY

By R. A. BOLTE Secretary of Corporation  
354 Eleventh Avenue

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 30th day of October, A.D. Nineteen Hundred and Forty-Four, before me, Berten M. Straw, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. A. Bolte known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

BERTEN M. STRAW

(SEAL)

My Commission expires Jan. 28, 1948

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 November, 1944.

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

Deputy City Attorney

RECORDED NOV 6 1944 10 A.M. in Book 1756 at page 486 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

J. 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 Qualitee Dairy Products Company; being Document No. 350679.

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, Interstate Bakeries Corporation is the owner of Lots Portions of 28-29-30, Block 188, of San Diego Land & Town Subdivision.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of October, 1944, by Interstate Bakeries Corporation that we will, for and in consideration of the permission granted to remove 15 feet of curbing on Julian Avenue between Crosby Street and Dewey Street, adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Interstate Bakeries Corp. 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.

INTERSTATE BAKERIES

By DALE WEBER JR. President of Corporation  
1955 Julian Avenue, San Diego 2, Calif.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 31 day of Oct., A.D. Nineteen Hundred and \_\_\_\_\_, before me, Joseph Filippi, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. Dale Weber Jr. President of 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 San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

JOSEPH FILIPPI

(SEAL)

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

My Commission expires Nov. 21, 1946

I HEREBY approve the form of the foregoing agreement this 4th day of November, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED NOV 6 1944 10 A.M. in Book 1759 at page 481 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 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 Interstate Bakeries Corporation; being Document No. 350705.

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, Richard K. McLean is the owner of Lot 4, Block 156, of La Playa;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24 day of Oct., by Richard K. McLean that I will, for and in consideration of the permission granted to remove 16 feet of curbing on Owens between Rosecrans Blvd. and San Antonio, 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.

RICHARD K. McLEAN

2922 Owen

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 24 day of October, 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 Richard K. McLean known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

JOHN EDWARD LOFTUS

(SEAL)

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

My Commission expires June 10, 1948

I HEREBY approve the form of the foregoing agreement this 4th day of November, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED NOV 6 1944 10 A.M. in Book 1772 at page 131 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.

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 Dr. R. K. McLean; being Document No. 350706.

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, Homer T. Holloway is the owner of Lot I, Block 209, of Roseville;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26 day of Oct., by Homer T. Holloway that I will, for and in consideration of the permission granted to remove 16 feet of curbing on Clove between Yonge and Zola, 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.

HOMER T. HOLLOWAY  
3446 Yonge St.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 26th day of October, 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 Homer T. Holloway known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

BEULAH SMITH

(SEAL)

My Commission expires March 5, 1946

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

I HEREBY approve the form of the foregoing agreement this 4th day of November, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED NOV 6 1944 10 A.M. in Book 1772 at page 133 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.

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 Homer T. Holloway; being Document No. 350707.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

## NEGOTIATED AGREEMENT

LEASE NO. W-3460-ENG-561

## SUPPLEMENTAL AGREEMENT TRANSFERRING IMPROVEMENTS TO LESSOR

The supplies and services to be offered by this instrument are authorized by, are for the purpose set forth in, and are chargeable to Procurement Authority 508-1362-P330-05 A 0905-25 the available balance of which is sufficient to cover cost of same.

THIS SUPPLEMENTAL AGREEMENT entered into this 7th day of August 1944, 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 THAT:

WHEREAS on 15 November 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 Block 359 (excepting therefrom that portion of Lot 3 lying easterly of Morena Boulevard), old San Diego, as shown on Map drawn by James Pascoe, 1870 and filed February 4, 1876, with the City Engineer.

Located on the westerly line of Morena Boulevard beginning approximately 250 feet north-erly of the San Diego River Bridge. Vacant land. Containing approximately 1.55 acres, for the period November 15, 1942 to June 30, 1947.

WHEREAS said lease will terminate on the 8th day of August, 1944;

WHEREAS the Lessor has given notice that restoration of the premises by the Government in accordance with paragraph 8 of said lease will be required:

WHEREAS it has been determined to be advantageous and in the interest of the Government to relinquish, transfer, and deliver to the Lessor the title to certain improvements which are no longer required by the Government, in (Partial) satisfaction of restoration of said premises;

WHEREAS the Lessor is willing, in lieu of performance by the Government of the restoration required by said lease, to accept said improvements and to accept the sum of Fifty Dollars (\$50.00) in consideration of the difference between the value of said improvements and the estimated cost of restoration.

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually agree as follows:

1. That the Government hereby relinquishes, transfers, and delivers to the Lessor the improvements shown on Schedule "A" attached hereto, heretofore made by the Government now in and upon the land and/or premises above described.

2. That the Government shall pay to the Lessor the sum of Fifty Dollars (\$50.00), in consideration of the difference between the value of said improvements and the estimated cost of the restoration required by said lease.

3. That the Lessor will, as of August 9, 1944, assume custody and the care of the said premises, the Government thereafter being relieved from any further responsibility therefor.

4. That the Lessor hereby remises, releases, and forever discharges the Government, its officers, agents, and employees, of and from any and all manner of actions, liability, and claims against the Government, its officers and agents, which the Lessor now has or ever will have for the restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises.

5. That 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, but this provision shall not be construed to extend to this agreement if made with a corporation for the general benefit.

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

WITNESS E. LONGFELLOW.

Civic Center

CITY OF SAN DIEGO,

a Municipal Corporation,

By WALTER W. COOPER

City Manager

THE UNITED STATES OF AMERICA

By JOHN A. LOOMIS

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

(CORPORATE SEAL)

SCHEDULE "A"

1. Shack - Troop constructed

1 Shack - Troop constructed

CLOSING PHYSICAL SURVEY AND STATEMENT OF CONDITION OF PREMISES

This Survey and Statement of Condition of premises is made by the undersigned lessor and the undersigned representative of the Government in connection with the termination of Lease No. W 3460-eng-561.

Said leased premises have been examined and the condition thereof as of this date was found to be satisfactory except for the following listed items:

Two troop constructed shacks are left on property. A dirt roadway has been constructed across property. Miscellaneous debris has been scattered on the property. Contours of land have been altered.

This instrument is not intended to determine responsibility for the listed items but only to record the condition of the premises as of the date hereof.

Dated 1 August 1944

LESSOR:

CITY OF SAN DIEGO,

A Municipal Corporation

By KENNETH MOULTON

By: WALTER W. COOPER

Representative, Office of Division Engineer,

City Manager

Los Angeles Sub-Office Real Estate Division

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with the United States regarding improvements on leased land in Old San Diego near San Diego River Bridge; being Document No. 350945.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That Brown-Bevis Equipment Company, a co-partnership composed of John A. Beynon, and Charles M. Weinberg, as principal and Great American Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND TWO HUNDRED EIGHTY-TWO Dollars (\$1282.00), lawful money of the United States of 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 21st day of November, 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: 1 - 8 to 12 ton Gallon tandem variable weight roller 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 all the terms and conditions of the said contract, including the delivery of said 8 to 10 ton Gallon tandem variable weight roller within sixty (60) days from the date of execution of the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

CHAS. M. WEINBERG

JOHN A. BEYNON

co-partners doing business

as BROWN-BEVIS EQUIPMENT COMPANY

Principal

ATTEST:

GREAT AMERICAN INDEMNITY COMPANY

(SEAL)

By JULIAN A. GANZ Attorney-in-Fact

Sureties

STATE OF CALIFORNIA

County of Los Angeles

ss

On this 21st day of November 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 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.

ESTHER MACDONALD

(SEAL)

Notary Public in and for the County of Los Angeles

My Commission will expire July 13, 1946

State of California



I HEREBY APPROVE the form of the foregoing Bond this 30th day of October, 1944.

J. F. DuPAUL, City Attorney  
By BERTRAND L. COMPARET  
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 24th day of Nov., 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 24th day of November, 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, a co-partnership composed of John A. Beynon, and Charles M. Weinberg, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1 - 8 to 12 ton Galion Tandem variable weight roller, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350236.

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

1 - Galion tandem variable weight roller.....	\$ 5000.00
Plus 2-1/2% California Sales Tax.....	125.00
	<u>\$ 5125.00</u>

Said contractor agrees to complete said delivery on or before the \_\_\_\_\_ day of \_\_\_\_\_, 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: Five Thousand One Hundred Twenty-five Dollars (\$5125.00), said payments to be made as follows:

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, final payment will be made, at such time, and in such manner as provided by law, of any balance due.

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. 80125 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

CHAS. M. WEINBERG  
JOHN A. BEYNON

ATTEST: \_\_\_\_\_ Co-partners doing business as BROWN-BEVIS EQUIPMENT CO.  
I hereby approve the form and legality of the foregoing contract this 30th day of October, 1944.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET, Deputy 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 Galion tandem roller; being Document No. 350960.

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

By Francis T. Tatten Deputy

14 October 1944  
CHANGE ORDER Modification No. 1  
Termination of service

City of San Diego Water Dept.  
164 Civic Center  
San Diego, California  
Gentlemen:

Contract No. W-04-362E(SC-IX)-83, and any amendments or modifications thereto, for furnishing water service to Government leased property at 4014 Coutts Street, San Diego, California is hereby cancelled effective 25 October 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and remaining copies returned to the undersigned.

Very truly yours,

P. F. JERNEGAN

P.F. Jerneagan 2nd Lt., Corps of Engineers, Contracting  
(Successor to 1st Lt. M.W. Edwards) Officer

Receipt of the above notice is hereby acknowledged this 20th day of October, 1944.

By R. A. CAMPBELL

Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of Contract with United States for water at 4014 Coutts Street; being Document No. 350998.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Patten Deputy

14 October 1944  
CHANGE ORDER Modification No. 1  
Termination of service

City of San Diego Water Dept.  
164 Civic Center  
San Diego, California  
Gentlemen:

Contract No. W 04-362E(SC-IX)-96, and any amendments or modifications thereto, for furnishing water service to Government leased property at 1262 Upas Street, San Diego, California is hereby cancelled effective 1 November 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and remaining copies returned to the undersigned.

Very truly yours,

P. F. JERNEGAN

P. F. Jerneagan 2nd Lt., Corps of Engineer, Contracting Officer  
(Successor to 1st Lt. M.W. Edwards)

Receipt of the above notice is hereby acknowledged this 20th day of October, 1944.

By R. A. CAMPBELL

Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Cancellation of Contract with United States for water at 1202 Upas St.; being Document No. 350999.

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

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

WHEREAS, Frank F. Faust & Herbert C. Kelly is the owner of Lot Por P.L. 239, Block \_\_\_\_\_, of \_\_\_\_\_;

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of Nov. 1944, by Frank F. Faust & Herbert C. Kelly that we will, for and in consideration of the permission granted to remove 3-(40 ft) feet of curbing on Ingram between Riley & Greenwood and (1) One - 29 ft on Riley St. and adjacent to the above described property, bind \_\_\_\_\_ to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs \_\_\_\_\_ 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 \_\_\_\_\_ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FRANK F. FAUST

HERBERT C. KELLY

502 So. Title Bldg. M 2800

Above checked by Mr. Reading and approved.

STATE OF CALIFORNIA, )

) ss.

County of San Diego, )

On this 9th day of November, 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 Frank F. Faust and Herbert C. Kelly known to me to be the person described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

MARK M. SAUNDERS

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

My Commission expires 5/4/45

I HEREBY approve the form of the foregoing agreement this 14th day of November, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK, Deputy City Attorney

RECORDED NOV 22 1944 2 P.M. in Book 1767 at page 423 of Official Records, San Diego Co. Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

E. 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 Frank F. Faust and Herbert C. Kelly; being Document No. 350853.

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, City Chevrolet Co. is the owner of Lot 1, 2, 3, 4, 5, 6., Block 27, of Middle-town;

NOW, THEREFORE, This Agreement, signed and executed this 7th day of November, 1944, by City Chevrolet Co. that we will, for and in consideration of the permission granted to remove 60 feet of curbing on Kettner Blvd. between Cedar and Beech Street, adjacent to the above described property, bind ourselves to, and we 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 us so to do, and comply therewith at are 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 us 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.

CITY CHEVROLET CO.

By O. B. PEAVEY Partner

1040 Union St.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 7th day of Nov., A.D. Nineteen Hundred and forty four, before me, N.J. Neil, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. B. Peavey known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

N. J. NEIL

Notary Public in and for the County of San Diego,

State of California

(SEAL)

My Commission expires Mar 28 1948

I HEREBY approve the form of the foregoing agreement this 16th day of November, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED NOV 22 1944 2 P.M. in Book 1767 at page 423 of Official Records, San Diego Co. Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

E. 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 City Chevrolet Company; being Document No. 350857.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

#### LEASE AGREEMENT FOR MISSION BEACH AMUSEMENT CENTER

THIS AGREEMENT, made and entered into this 28th day of November, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, first party, hereinafter designated as the "City," or "Lessor," and LARRY FINLEY, second party, hereinafter designated as "Lessee,"

WITNESSETH:

THAT WHEREAS, the second party is desirous of obtaining a lease from The City of San Diego for the operation of a portion of the premises known as MISSION BEACH AMUSEMENT CENTER hereinafter called the "Amusement Center," located at Mission Beach, in said City;

(1) NOW, THEREFORE, in consideration of the matters and things hereinafter recited The City of San Diego does hereby lease and let to the said Larry Finley, and the said Larry Finley does hereby take and accept from The City of San Diego the premises and improvements known as "Mission Beach Amusement Center," together with all amusement devices and equipment thereon or therein located belonging to the City, designated as "Exhibit A," attached hereto and made a part of this agreement, and designated more particularly as Drawing No. 5700-L, entitled, "Map Showing Location of Buildings Mission Beach Amusement Center and Rest Rooms," dated April 8, 1939, and Drawing No. 5700-AL, entitled, "Map Showing Location of Parking Area Near Mission Beach Amusement Center dated April 12, 1943;" excepting therefrom the following parcels:

(a) That parcel Marked (A) on "Exhibit A," leased to Edward A. Kickham for a roller skating rink;

(b) Those parcels marked (B) and (B-1) on "Exhibit A," leased to Mission Beach Roller Coaster Company, a corporation, for a roller coaster, and a miniature railroad;

(c) The bathhouse, swimming pool and its appurtenances, marked (C) on "Exhibit A."

(NOTE: The bathhouse, swimming pool and its appurtenances, marked (C), and parcels (A) and (B-1) do not include rest rooms or spaces used by or for concessions separate and apart from the operation of the bathhouse, swimming pool and its appurtenances; roller skating rink; and roller coaster located within these designated parcels.)

Due to the terms of a separate lease between the City and Edward A. Kickham covering parcel (A), the City does not agree to provide a building or space for the use of concessions



now housed in the building owned and operated by Edward A. Kickham for a roller skating rink after said lease has expired or has been terminated.

(2) TO HAVE AND TO HOLD the said premises, and each and every part thereof for a period beginning on the 3rd day of January, 1945, and ending on the 2nd day of January, 1948, at the following rentals, to-wit:

(3) The lessee agrees to pay to The City of San Diego the sum of twenty thousand dollars (\$20,000.00) per year, plus two per cent (2%) of the gross receipts of the lessee, said two per cent (2%) to be paid monthly.

"Gross receipts" of the lessee are defined to mean all amounts received from the operation of any concession or facility within the Mission Beach Amusement Center which he may operate or in which he may have any interest, plus all amounts received by him from such concession agreements as he may make with others for the operation by them of any concession or facility within said Mission Beach Amusement Center. In the event that the lessee shall sublet to any one the right to operate any concession or facility in said Amusement Center, and any such sublease or concession shall be held by any corporation, syndicate, association or partnership of any kind in which the concessionaire has any share or interest, then the term "gross receipts" shall include all the receipts derived from the operation of such facility or concession which has been so sublet. In any event "gross receipts" shall be deemed to include the total sum received from the sale of tickets of admission to the dance hall, regardless of whether the dance hall is operated by the lessee or sublet to others for operation.

For any dance where no admission fee is charged, the two per cent (2%) of the gross receipts above mentioned shall be waived.

(4) Nothing in this agreement shall be construed as making the lessee the agent or employee of The City of San Diego for any purpose, nor as creating between the City and the lessee a relationship of partnership or joint adventure.

(5) In addition to the agreed percentage of two per cent (2%) hereinabove referred to, the lessee agrees to pay to the Treasurer of The City of San Diego the sum of twenty thousand dollars (\$20,000.00) per year, payable as follows:

The sum of ten thousand dollars (\$10,000.00) upon the execution of this lease; the sum of two thousand five hundred dollars (\$2,500.00) on July 1, 1945; the sum of five thousand dollars (\$5,000.00) on August 1, 1945; the sum of two thousand five hundred dollars (\$2,500.00) on September 1, 1945; the sum of ten thousand dollars (\$10,000.00) on January 1, 1946; the sum of two thousand five hundred dollars (\$2,500.00) on July 1, 1946; the sum of five thousand dollars (\$5,000.00) on August 1, 1946; the sum of two thousand five hundred dollars (\$2,500.00) on September 1, 1946; the sum of ten thousand dollars (\$10,000.00) on January 1, 1947; the sum of two thousand five hundred dollars (\$2,500.00) on July 1, 1947; the sum of five thousand dollars (\$5,000.00) on August 1, 1947; and the sum of two thousand five hundred dollars (\$2,500.00) on September 1, 1947.

(6) The lessee agrees to employ, at his own expense, a certified public accountant, to be approved by the City, for the purpose of keeping a complete and accurate account of all receipts from the operation of the Amusement Center, and each concession, amusement facility or device, place where food and/or drink is sold or furnished, etc.; said accounts to be kept in such form and manner as may be required by such certified public accountant. Such certified public accountant shall certify monthly to the City and to the lessee the amount of the gross receipts, as defined in this lease, and the lessee shall pay to the Treasurer of the City, on or before the 20th day of each month, a sum equal to the agreed two per cent (2%) of the gross receipts for the preceding month.

(7) The lessee agrees that he will, at his own cost and expense, maintain and keep the premises, and all structures and improvements thereon, in a good state of repair and in a condition suitable for operation, all to the satisfaction of The City of San Diego. This shall include the painting of all structures with oil paint of good quality during the month of January, 1946, and again in January, 1947. The lessee shall keep all toilets and rest rooms in a clean and sanitary condition, and shall maintain an attendant in each rest room during such hours of each day as the said Amusement Center shall be operated from May 15th to September 15th, inclusive, of each year.

(8) The lessee agrees to maintain and keep clean the entire area covered by this lease, including all comfort stations, and shall collect in suitable closed and sanitary containers all trash, refuse, garbage, etc. Garbage shall be kept in separate containers than those used for trash and refuse. Garbage will be collected from such containers by The City of San Diego at reasonable times each week, and all trash, refuse, etc., shall be disposed of by the lessee within a reasonable time.

(9) The lessee agrees to operate and maintain adequate lighting facilities, and agrees to pay all water, light, power and other utility bills within the area covered by this lease promptly when the same shall come due.

(10) The lessee further agrees that he will, at his own expense, provide a watchman to patrol the grounds and punch time clocks in the manner required by the insurance policies held by The City of San Diego on the buildings and property in said Amusement Center.

(11) The lessee agrees that he will operate and maintain the parking lot and all property set aside for parking purposes, and covered by this lease. The parking fee to be charged the public shall not be in excess of fifteen cents (15¢) per car for a period of twenty-four hours, or any part thereof.

(12) The lessee agrees that he will maintain and operate all picnic area and the playgrounds lying westerly of the parking lot. No charge shall be made for the use of the playgrounds, picnic grounds or facilities, except that the lessee reserves the right to make a charge for the use of horseshoes, nets, balls, etc., to be used in the play area; provided that the charge therefor shall not exceed the sum of twenty-five cents (25¢) per half hour period.

(13) The lessee agrees to secure concessions of various kinds which are acceptable to The City of San Diego, and further agrees that he will not permit any gambling devices or gambling concessions of any kind, nor permit any lewd or immoral shows, or other features which will be objectionable to the City or the public; and said lessee further agrees that there shall be no concession for the guessing of weight, ages, or similar concessions.

(14) The lessee further agrees that in any concessions or rentals or places furnishing food-stuffs or drinks the following ceiling prices on such foods and drinks and certain amusements hereinafter enumerated, shall prevail:

- Hot dogs, not to exceed ten cents (10¢);
- Hamburgers, not to exceed fifteen cents (15¢);
- Soft Drinks, not to exceed ten cents (10¢);
- Milk, not to exceed ten cents (10¢);
- Buttermilk, not to exceed ten cents (10¢).

Strict enforcement of OPA prices on all food-stuffs and drinks other than those hereinabove mentioned shall prevail.

- Amusement games, not to exceed ten cents (10¢);
- Electric rides, not to exceed fifteen cents (15¢);
- Shooting gallery, twenty-five cents (25¢).

All sales taxes, amusement taxes and admission taxes excluded.

(15) The lessee agrees to equip, maintain and supervise the playgrounds for children at his own cost.

(16) The lessor agrees to furnish and construct posts for volley ball, and to furnish the permanent structures for such other games as the Director of Recreation may advise and recommend; and the lessee agrees to furnish nets, balls and such other equipment as shall be necessary to carry on the games provided for the public.

(17) The lessee agrees to operate the premises as an Amusement Center continuously and without interruption from May 15th to September 15th, inclusive, of each year, and agrees to operate the same for such additional periods as he deems advisable during the balance of the year; and during the period from May 15th to September 15th of each year agrees to give and put on at least six (6) dances each week, and during the remainder of the year to furnish and put on at least one (1) dance each week (except that no dance need be held during the months of January and February, 1945), and to provide good musical talent for the same.

(18) Said lessee further agrees to operate the property in such manner as not to create or permit any nuisance thereon, and any objectionable features shall immediately be removed upon notice from the City.

(19) The entire operation of the said Amusement Center shall conform to the provisions of all Federal, State and Municipal laws, ordinances, rules and regulations.

(20) It is agreed that the lessee may make such changes, modifications and rearrangements in any of the buildings as he may deem necessary, after having first obtained the consent of the City so to do, and in the event of such change the lessee agrees to take care of all expenses connected therewith.

(21) It is agreed that no intoxicating liquors shall be sold on said premises, except wine and beer; and the lessee agrees that he will prevent any alcoholic liquor of any kind from being consumed in, or being brought into the Mission Beach Dance Hall by any person during the term of this lease.

(22) The lessee agrees that he will furnish at his own cost, and file with the City of San Diego the following bonds and policies of insurance, written by companies authorized to do business in the State of California, and satisfactory to the City Manager of The City of San Diego; such bonds and insurance policies to be kept in force and effect throughout the period of this lease, and in the event that any such bond or insurance policy is cancelled, or that the company which has written the same shall cease to be financially responsible to the satisfaction of the City Manager of The City of San Diego, then upon notice by The City of San Diego another bond or insurance policy in a similar amount, but written by a company satisfactory to the City Manager of The City of San Diego shall forthwith be substituted therefor, at the expense of the lessee. Said bonds and policies of insurance are as follows:

(a) A policy of Workmen's Compensation Insurance covering all of the employees of said lessee;

(b) A faithful performance bond in the sum of twenty thousand dollars (\$20,000.00);

(c) A policy similar to that called an Owners', Landlords' and Tenants' Public Liability policy for \$50,000.00/\$500,000.00 limits, with The City of San Diego named as an additional insured to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618 and 5619 of Deering's General Laws, covering lessee's operation of a dance hall, and any and all other concessions, parking lots and premises that the lessee shall operate.

(23) The said lessee shall also secure and file with The City of San Diego the following policies of insurance for each sublessee, subconcessionaire, or other person with whom he enters into a contract to operate in the said Amusement Center:

(a) A policy of Workmen's Compensation Insurance covering all of the employees of such person or persons;

(b) A policy similar to that called an Owners', Landlords' and Tenants' Public Liability Policy for not less than \$5,000.00/\$10,000.00 limits, with The City of San Diego named as an additional insured, to protect the City and its officers from liability imposed by Acts numbered 5149, 5150, 5618 and 5619 of Deering's General Laws, covering the operation by such person or persons of said concessions, amusement devices, and/or area.

In the operation of mechanical amusement devices, shooting galleries, archery range, and similar devices the policy limits shall be not less than \$15,000.00/\$30,000.00.

(24) It is agreed that this lease will not be sold, mortgaged or assigned without the consent of the City Council of The City of San Diego, evidenced by a resolution, nor may any part of the leased premises, or any concession therein, be sublet without the consent in writing of the City Manager of said City. A consent to one sale, mortgage, assignment or subletting shall not be deemed a consent to any other or further sale, mortgage, subletting or assignment.

(25) The lessee agrees that he will refer all disputes, including those which may arise between the lessee and any concession or concessions, to the City Manager of The City of San Diego, and agrees to abide by the City Manager's decision, and agrees that he will, at the request of the City Manager, and without the making of any specific charges, forthwith discharge any employee of this lessee, and will require the discharge of any employee of any concession who is not satisfactory to the City Manager.

(26) Time is of the essence of all the terms, conditions and provisions of this lease; and should any rent remain unpaid for a period of five (5) days after it becomes due, or should the lessee fail to perform, keep or fulfill any of the other terms, provisions or conditions of this lease, in the manner herein specified, and such failure on the part of the lessee shall continue for ten (10) days after written notice thereof by the City to the lessee, then and in either of such events the City may at its option, at any time after the expiration of said respective time limits and before such default is finally cured, re-enter and take possession of the leased premises, and each and every part thereof, and remove all persons therefrom, and/or terminate this lease and all rights of the lessee hereunder.

(27) The notices, demands and orders given to the lessee may be served by mailing the same by registered mail, postage prepaid, to the lessee, Larry Finley, at 4256 Ridgeway Drive, San Diego, California, or by leaving a copy thereof at the office of the lessee on the premises hereinabove described with any person or attendant then in charge thereof.

(28) The lessee agrees that he will not employ or permit the use of any person or persons known as hawkers, spielers or criers, or other noise-makers, for the purpose of directing attention to the business of the lessee, or of any concessionaire, to the extent of creating a nuisance.

(29) The lessee further agrees that he will not permit any intoxicated person to act as an employee on the premises hereinabove described, and will at all times cooperate with the Police Department of The City of San Diego in causing any intoxicated person or persons in the leased premises to be promptly removed therefrom by the Police of said City of San Diego.

(30) The lessee further agrees that he will not suffer or permit any person to use in any manner whatsoever the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purposes, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or



regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, its officers and agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law or ordinance, rule, order or regulation occasioned by any act, neglect or omission of the lessee, his agents or employees.

(31) The lessee agrees that he will, within four (4) weeks after the termination of this lease, remove from the Amusement Center hereinabove described all his personal property, goods, chattels and effects, and on failure so to do the lessee hereby authorizes the City, as his agent, to consider said property, goods, chattels and effects to be abandoned by said lessee, and authorizes the said City to dispose of said property in such manner as it may deem fit and proper, without incurring any liability therefor.

(32) The City of San Diego agrees to prepare an inventory of personal property that it has on hand on January 3, 1945, and to furnish a copy of said inventory to the lessee. Another inventory shall be made at the time of the termination of this lease.

(33) The lessee agrees that no representation as to the condition of the premises has been made by said City, and that the lessee has made a thorough inspection of said premises and relies wholly on said inspection, and agrees to accept said premises in the condition existing on the date hereof.

(34) The lessee further agrees to return the leased premises to the City at the expiration or other termination of this lease in as good condition as when received, reasonable wear and tear and damage by the elements excepted.

(35) It is agreed that all repairs, improvements, alterations, installations and construction in the leased premises shall be subject to the approval of the City Manager, and all improvements of a permanent nature in or to the leased premises shall revert to the City at the termination of this lease.

(36) It is agreed that The City of San Diego will furnish and maintain all fire extinguishers, apparatus and appliances upon said premises at all times in good order and ready for immediate use, and shall instruct the lessee and his employees in the proper use of such apparatus and appliances.

(37) The lessee agrees that should any building or structure upon said leased premises be damaged by fire, or any other cause whatsoever, to a degree as to prevent the operation thereof to the satisfaction of the City Manager, then the City at its option may, on notice in writing to the lessee, cancel and terminate this lease in so far as it applies to the use of the building or structure so damaged or destroyed. If, however, such building or structure is damaged other than by fire, as the result of some act or omission on the part of the lessee, his employees or agents, or sublessees, concessionaires, or their employees or agents, the lessee shall repair, at his own cost and expense, the building or structure so damaged, and upon the failure of the lessee to make such repairs the City may, as agent of the lessee, repair such damage at the cost and expense of said lessee.

(38) The lessee agrees that he will not use, or suffer or permit to be used or stored, on the leased premises any substance, article or commodity in such a manner as to impair or render void any fire insurance upon any building or structure, nor in such manner as to create a fire hazard.

(39) The lessee waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the leased premises herein, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the lessee resulting from war, fire, water, storm, civil commotion or riots; and the lessee waives all rights, claims and demands, and forever releases and discharges the said City and its officers and agents from any and all demands, claims, actions and causes of action arising from any of said causes.

(40) The lessee hereby 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 said premises.

(41) The lessee covenants and agrees to indemnify and hold harmless the said City because of the violation by the lessee, his agents or employees, or by any sublessee, concessionaire, or any of their employees or agents, of any law, ordinance, rule or regulation affecting or relating to the operation of said premises, and/or because of any and all claims, suits, losses, damage or injury to persons or property of whatsoever kind and nature arising out of the operation of said premises, or the carelessness, negligence or improper conduct of the lessee, his agents or employees, and/or any sublessee, concessionaire, or their agents or employees; and the lessee shall reimburse the City, its officers and agents, for all expenses, costs or judgments arising therefrom.

(42) It is agreed that the City shall have a lien on all amusement devices and equipment of the lessee on the leased premises, with the right to take possession of and retain the same until all rentals due from the lessee have been fully paid. None of said personal property shall be removed from the leased premises without the written permission of the City Manager. In the event payments due from the lessee under this lease are not made, as hereinabove provided, the City may enforce its lien in any manner provided by the laws of the State of California; the lessee, however, will be held liable for any deficiency in rentals remaining after the net proceeds realized from a sale of said personal property have been credited to the lessee.

(43) It is agreed that if at any time during the term of this lease any petition in bankruptcy shall be filed by or against the lessee, or the lessee shall be adjudicated bankrupt, or a receiver shall be appointed by any court of competent jurisdiction to take possession of the property of the lessee, or if the lessee shall make any assignment for the benefit of creditors, then this lease shall immediately cease, terminate and expire, and the City shall have the right forthwith, by force or otherwise, to re-enter the premises, and the same to have, repossess and enjoy, without any liability for damages, anything in this lease to the contrary notwithstanding.

(44) It is agreed that upon default in the payment of any rental, the City may at its option, forthwith enter the leased premises and operate the same as the agent of the lessee, applying all income derived from the operation thereof, first, to the cost of operating and maintaining said premises, and, second, to the payment of any and all rent then due or thereafter to become due. The City shall also have such other remedies at law and in equity as are provided by the laws of the State of California.

(45) It is agreed that the City will furnish heat for the ball room for the sum of twenty dollars (\$20.00) per eight-hour day, or for two dollars and fifty cents (\$2.50) per hour for any time in excess of an eight-hour day; said heat to be furnished after receiving written notice twenty-four (24) hours in advance of the date that the heating service will be required.

(46) It is further agreed that the City, in consideration of the payment by the lessee of the rents herein provided to be paid by the lessee to the City, agrees to pay any tax based upon the number of square feet occupied by the business hereinafter in this paragraph described which is now or may hereafter be levied by the City against any person conducting, managing or carrying on an amusement business within any grounds, gardens or enclosures wherein shows, exhibitions or amusements of various kinds and character are presented,



provided that the payments herein agreed to be made by said City shall be limited to said tax based upon the area occupied by said amusement business.

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 of the City Council authorizing such execution, and the said lessee, Larry Finley, has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,  
Lessor

By WALTER W. COOPER  
City Manager

LARRY FINLEY,  
Lessee

I hereby approve the form and legality of the foregoing Lease this 28 day of November, 1944.

J. F. DuPAUL,  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease Agreement with Larry Finley for Mission Beach Amusement Center; being Document No. 350997.

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

By Francis T. Patten Deputy

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 SEVEN HUNDRED TWENTY-TWO Dollars (\$722.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of November, 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 two (2) culverts in connection with the improvement of a portion of Jackdaw Street near Washington Street, and a portion of Douglass Street at Ingalls Street, and a public right-of-way, all more particularly and in detail set forth 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.

B. C. CARROLL  
Principal  
MARYLAND CASUALTY COMPANY  
F. R. CORBETT its attorney in fact  
Sureties.

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

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 28th day of November, 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. R. Corbett, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. R. Corbett as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

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

(SEAL) C. T. NEILL  
Notary Public, in and for said County and State.

I HEREBY APPROVE the form of the foregoing Bond this 29th day of November, 1944.

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

I HEREBY APPROVE the foregoing Bond this 30th day of November, 1944.

WALTER W. COOPER City Manager  
By RUSSELL W. RINK  
Assis't to City Manager

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 ONE THOUSAND FOUR HUNDRED FORTY-THREE Dollars (\$1443.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of November, 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 two (2) culverts in connection with the improvement of a portion of Jackdaw Street near Washington Street, and a portion of Douglass Street at Ingalls Street, and a public right-of-way; and

WHEREAS, the aforesaid penal sum of One Thousand Four Hundred Forty-three Dollars (\$1443.00), 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 pro-

visions 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.

B. G. CARROLL

Principal  
MARYLAND CASUALTY COMPANY (SEAL)  
By F. R. CORBETT Its Attorney in Fact  
Surety

STATE OF CALIFORNIA

County of San Diego

On this 28th day of November, 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. R. Corbett, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. R. Corbett as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

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

C. T. NEILL

(SEAL)

Notary Public, in and for said County and State

I HEREBY APPROVE the form of the foregoing Bond this 29th day of November, 1944.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

I HEREBY APPROVE the foregoing Bond this 30th day of November, 1944.

WALTER W. COOPER, City Manager

By RUSSELL W. RINK

Assis't to City Manager

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

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 28th day of November, 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 B. G. CARROLL 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 two (2) culverts in connection with the improvement of a portion of Jackdaw Street near Washington Street, and a portion of Douglass Street at Ingalls Street, and a public right-of-way, all as more particularly and in detail set forth in those certain plans, specifications, proposals and bidding instructions contained in Document No. 350526 on file in the office of the City Clerk.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Two Thousand Eight Hundred Eighty-five Dollars (\$2885.00).

Said contractor agrees to commence said work within ten days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Two Thousand Eight Hundred Eighty-five Dollars (\$2885.00), said payments to be made as follows: Upon completion of the work above described, and the acceptance of the same by the City Director of Public Works, 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.

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 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 Director of Public Works 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 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 his own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

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

Said contractor further agrees and covenants that neither said contractor, nor any subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per 8-hour Day</u>
Air Tool Operator (jackhammerman, vibrator)	\$ 9.00
Carpenter	10.80
Cement Finisher	12.00
Laborer, unskilled	7.00
Laborers, underground	8.00
Laborers, tunnels:	
Cribbers or Shorers	9.80
Powderman	9.80
Laborers, special:	
Sewer pipe layer (excluding caulker)	10.00
Caulker (using tools)	9.00
Tarman and motorman	8.00
Mechanic - heavy duty repairman	12.00
Operating Engineers:	
Air Compressors	10.00
Bulldozers	12.00



Crane, derricks, draglines and shovels less than 1 yard	13.00
Crane, derricks, draglines and shovels 1 yard and over	14.00
Hoists, material	11.00
Mixers, skip type	11.00
Mixers, paving type	13.00
Pavement breaker operator	11.00
Roller	11.00
Trenching Machine	12.00
Reinforcing steel worker	12.00
Teamster	7.40
Truckdriver, less than 6 tons	7.60
Truckdriver, 6 to 15 tons	8.00
Truckdriver, 15 to 20 tons	9.40
Clerk	8.00
Timekeeper	7.00
Watchman	7.00
Labor Foreman	9.00

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, 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 Director of Public Works 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, this contract is executed by the City Manager of said City, acting for and behalf of The City of San Diego, pursuant to and under Resolution No. 80195 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  
by RUSSELL W. RINK  
Assis't to City Manager

B. G. CARROLL,  
Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 29th day of November, 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 B. G. Carroll for installing two storm drains; being Document No. 351049.

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, Avoyer Constantino is the owner of Lots 1, 2, 3, and 4; Block 33, of Re-subdivision of Blocks H and I of Teralta;

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of November 1944, by Avoyer Constantino that he will, for and in consideration of the permission granted to remove 20 feet of curbing on El Cajon Blvd. between Cherokee and Thirty-six, 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 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.

AVOYER CONSTANTINO  
3680 Indiana

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

On this 9th day of November, 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 Avoyer Constantino known to me to be the person described in and whose name is subscribed to the within instrument; and acknowledged to 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) JOSEPH FILIPPI  
Notary Public in and for the County of San Diego,  
My Commission expires Nov. 21, 1946 State of California

I HEREBY approve the form of the foregoing Agreement this 13th day of November, 1944.

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

RECORDED NOV 22 1944 2 P.M. in Book 1773 at page 293 of Official Records, San Diego Co. Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.  
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 Avoyer Constantino; being Document No. 350807.

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, THE DENNSTEDT CO., is the owner of Lot No. 64.9 feet Lot 1, Block 16, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of November 1944, by The Dennstedt Co. that they will, for and in consideration of the permission granted to remove 18 feet of curbing on Everts (4936) between Wilbur and Beryl, adjacent to the above described property, bind them to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

THE DENNSTEDT CO.

By E. W. DENNSTEDT Pres.

4110 El Cajon Blvd.

(SEAL)

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 3rd day of November, 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 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 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 13th day of November, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED NOV 22 1944 2 P.M. in Book 1773 at page 294 of Official Records, San Diego Co. Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

M. MOREFIELD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Dennstedt Co.; being Document No. 350808.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

#### NOTICE OF RENEWAL OF LEASE FOR UNIMPROVED LAND

N.B. - To be served on, and a copy left with, the Contractor or Lessor in accordance with the terms of the contract or lease and in no event later than the end of the business day of June 30, 1943.

The United States of America  
To City of San Diego

You are hereby notified that under the provisions of paragraph 5, of Lease No. W-868-eng-5081, dated April 19, 1944, between the United States of America and City of San Diego for 15,907 sq. ft. unimproved land at San Diego, California the United States of America elects to renew and extend for one fiscal year from and after July 1, 1943, and by these presents does extend and renew for such term the said Lease No. W-868-eng-5081, 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 JOHN A. LOOMIS

John A. Loomis Contracting Officer

Receipt of the above notice is acknowledged as of the 31st day of May, 1943.

City of San Diego

Contractor, Lessor.

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 Renewal of Lease for Unimproved Land from the United States; being Document No. 350340.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

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

WHEREAS, H. Epstein is the owner of Lot 17 & 18, Block 1, of N. Highland Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10 day of Nov. 1944, by H. Epstein that he will, for and in consideration of the permission granted to remove 18 feet of curbing on El Cajon between 33rd Place and Bancroft, adjacent to the above described property, bind \_\_\_\_\_ to, and \_\_\_\_\_ hereby by these presents agree \_\_\_\_\_ to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs \_\_\_\_\_ so to do, and comply therewith at \_\_\_\_\_ own expense and with no cost or obligation on the part of The City of San Diego.

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.

HARRY EPSTEIN  
\_\_\_\_\_(Address)

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

On this 10 day of Nov, A.D. Nineteen Hundred and forty four, before me, Wm. G. Dilts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry Epstein known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires June 10, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 17th day of November, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED NOV 22 1944 2 P.M. in Book 1786 at page 122 of Official Records, San Diego Co.  
Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
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 H. Epstein; being Document No. 350871.

FRED W. SICKLER  
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 ) ss.  
City of San Diego )

The Church of God A.G. Thompson, John D. Thompson, and Merle Green, trustees, after being first duly sworn, each for himself deposes and says;

That we are the owner of the hereinafter described real property; North Seventy five feet (75') of Lots Twenty five (25) and Twenty six (26) Block Three (3) Subdivision Imperial Heights, located at 3895 Ocean View Boulevard;

That we desire to convert an existing garage on the above described property into living quarters with no sideyard, and have applied for a Yard Variance under Application No. 2490, dated October 16, 1944;

That we, in consideration of approval granted by the City of San Diego to convert said garage into living quarters with no sideyard by Zoning Committee Resolution No. 755, dated November 9, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the building will not be rented but will be maintained by the Church, and that six months after hostilities in the present war cease said garage 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.

JOHN D. THOMPSON  
Trustee's Name  
3895 Ocean View Blvd.  
San Diego 2 Calif.  
Address

MERLE GREEN  
Trustee's Name  
P.O. Box 745  
Fairfield Calif.  
Address

A. G. THOMPSON  
Trustee's Name  
773 Oak St.  
San Francisco Calif.  
Address

STATE OF CALIFORNIA, )  
City and County of ) ss.  
San Francisco )

On this 15th day of November in the year one thousand nine hundred and forty 44 before me, Irene Cecilia Byrne, a Notary Public in and for the City and County of San Francisco, personally appeared A.G. Thompson known to me to be the person whose name is subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

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

(SEAL) Notary Public in and for the City and County of  
My Commission expires Jan. 3/1947 San Francisco, State of California  
2991 Mission Street Phone Valencia 5916



STATE OF CALIFORNIA, )  
County of Solano ) ss.

On this 13th day of November in the year one thousand nine hundred and Forty Four before me Vernon Young, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Merle Green known to me to be the person described in, whose name is subscribed to and who executed the within instrument, and acknowledged 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, the day and year in this certificate first above written.

(SEAL) VERNON YOUNG  
Notary Public in and for said County and State  
My Commission expires Aug. 27, 1948

On this 18 day of November 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 John D. Thompson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MARK M. SAUNDERS  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires 5/4/45  
RECORDED NOV 22 1944 2 P.M. in Book 1786 at page 124 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
M. AVERILL  
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 Trustees of The Church of God regarding use of garage as living quarters; being Document No. 350873.

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

By Francis T. Tallen 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 South 64.8 Ft. Lot 2, Block 16, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of November 1944, by K. L. Dennstedt, Secretary of The Dennstedt Co. that they will, for and in consideration of the permission granted to remove 18 feet of curbing on Everts between Beryl and Wilbur, adjacent to the above described property, bind them to, and their hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

(SEAL) THE DENNSTEDT CO.  
By K. L. DENNSTEDT Sec'y.  
4110 El Cajon Blvd,

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

On this 17th day of November, 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 K. L. Dennstedt, Sec'y 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 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 27th day of November, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED NOV 29 1944 55 min. past 2 P.M. in Book 1768 at page 474 of Official Records, 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 Curb Removal Agreement from The Dennstedt Co.; being Document No. 350986.

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

By Francis T. Tallen 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 Two, excepting the North 65 ft. thereof, Block 10, of North Shore Highlands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of November 1944, by K. L. Dennstedt, Secretary of The Dennstedt Co. that they will, for and in consideration of the permission granted to remove 18 feet of curbing on Everts between Beryl and Law, adjacent to the above described property, bind them to, and their hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

THE DENNSTEDT CO. (SEAL)  
By K. L. DENNSTEDT Sec'y  
4110 El Cajon Blvd.

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

On this 17th day of November, 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 K. L. Dennstedt, Sec'y 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 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 27th day of November, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED NOV 29 1944 55 min. past 2 P.M. in Book 1772 at page 387 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.  
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. 350987.

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 room over an existing garage as living quarters

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

Leona B. Davis, after being first duly sworn, for herself deposes and says;

That I am the owner of the hereinafter described real property; Lot "C" Block Two hundred seventy seven (277), located at 2445 Front Street;

That I desire to convert a room over an existing garage on the above described property into living quarters with no rear yard and no sideyard and have applied for a yard variance under Petition No. 2489, dated October 16, 1944;

That I, in consideration of approval granted by the City of San Diego to use said room as living quarters by Zoning Committee Resolution No. 767, dated November 24, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will comply with all the requirements of the Building Department and six months after hostilities in the present war cease, I will then vacate the room over the existing garage and will no longer use it 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.

LEONA B. DAVIS  
2445 Front St. S.D.

On this 28th day of November 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 Leona B. Davis 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) SYBIL I. NEWMAN  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires February 25, 1948

RECORDED NOV 29 1944 55 min. past 2 P.M. in Book 1771 at page 335 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 from Leona B. Davis regarding use of room over garage as living quarters; being Document No. 351007.

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

By Francis T. Patten Deputy

Bond No. C-42626

KNOW ALL MEN BY THESE PRESENTS, That GREAT WESTERN DIVISION, THE DOW CHEMICAL COMPANY, as Principal and FIREMAN'S FUND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO HUNDRED DOLLARS (\$200.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of November, 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: Liquid ferric chloride in aqueous solution, in tank car loads of 8000 gallons each, f.o.b. cars Pittsburgh, California; or in vendor's tank trucks of approximately 1000 gallons each, f.o.b. Los Angeles, 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.

GREAT WESTERN DIVISION, THE DOW CHEMICAL COMPANY  
J. F. SMITH Sales Manager  
Principal

FIREMAN'S FUND INDEMNITY COMPANY

By F. J. BUTCHER Attorney-in-Fact  
Sureties (SEAL)

ATTEST: T. LINDBERG

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

On this 22nd day of November, 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. Butcher known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company there to 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)  
My commission expires  
December 21, 1946

DOROTHY H. MCLENNAN  
Notary Public in and for the City and County of  
San Francisco State of California

I HEREBY APPROVE the form of the foregoing bond this 27th day of November, 1944.

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

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 28th day of November, 1944.

WALTER W. COOPER  
City Manager

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 22nd day of November, 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 GREAT WESTERN DIVISION, THE 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:

Liquid ferric chloride, 43/50% 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; or, in event tank car is not available at any time, f.o.b. vendor's tank truck 4151 Bandini Blvd., Los Angeles, California. Said ferric chloride shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350455.

Said liquid ferric chloride shall be delivered in tank cars of 8000 gallons each; or, in event tank car is not available, in tank trucks of approximately 1000 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 15, 1944 to November 14, 1944 will be four (4) 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 prices, to-wit:

f.o.b. cars Pittsburg, California, freight allowed to San Diego,  
plus 2.5% sales tax, per 100# anhydrous ferric chloride.....\$3.00  
f.o.b. tank truck, 4151 Bandini Blvd., Los Angeles, California,  
in event contractor does not have tank car available,  
plus 2.5% sales tax, per 100# anhydrous ferric chloride.....\$2.85

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, in accordance with the terms and prices hereinabove set forth.



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. 80174 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

GREAT WESTERN DIVISION, THE DOW CHEMICAL COMPANY,

J. F. SMITH Sales Manager

Contractor

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

I hereby approve the form and legality of the foregoing contract this 27th day of November, 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 Great Western Division The Dow Chemical Company for furnishing liquid ferric chloride; being Document No. 351030.

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

By Francis T. Tatten 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, Coca-Cola Bottling Company of San Diego, Ltd. is the owner of Lots 29 and 30, Block 42, of W. P. Herbert's Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21 day of November, by Coca-Cola Bottling Co. of San Diego, Ltd. that it will, for and in consideration of the permission granted to remove twenty (20) feet of curbing on Thirty-sixth (36th.) between El Cajon Blvd. and Meade Ave., 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.

COCA-COLA BOTTLING CO. OF SAN DIEGO, LTD.  
W. M. FRENCH Ass't Secy-Treas.  
3550 El Cajon Blvd., San Diego, Calif.

STATE OF CALIFORNIA, )

ss.

County of San Diego, )

On this 21 day of November, A.D. Nineteen Hundred and Forty-four, before me, Cecilia M. Wilson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. M. French known to me to be the Assistant Secretary-Treasurer of the corporation that executed the within instrument, on behalf of the corporation therein named and acknowledged to me that such corporation executed the same.

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

certificate first above written.

(SEAL) CECILIA M. WILSON  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires July 20, 1948  
I HEREBY approve the form of the foregoing agreement this 28th day of November, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK, Deputy City Attorney

RECORDED DEC 6 1944 45 min. past 1 P.M. in Book 1784 at page 239 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
I certify that I have correctly transcribed this document in above mentioned book.  
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 Coca-Cola Bottling Company of San Diego Ltd.; being Document No.  
351037.

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 curb-  
ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, American Plumbing Sales Corp. is the owner of Lots 19 and 20, Block 47, of  
City Heights;

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of October 1944, by  
American Plumbing Sales Corp. that we will, for and in consideration of the permission  
granted to remove 17 feet of curbing on 43rd Street between University Avenue and Wightman  
Street, adjacent to the above described property, bind ourselves to, and we hereby by these  
presents agree to, remove any driveway constructed in pursuance hereto, and to replace the  
curbing at such time as the City Council of San Diego directs us so to do, and comply there-  
with at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves our heirs and as-  
signs, and that any sale of the property therein mentioned and described shall be made sub-  
ject to the condition and agreements herein named.

AMERICAN PLUMBING SALES CORP.  
By HARRY SCHWARTZ Secretary  
3837 - 43rd Street, San Diego, Calif.

Subscribed and sworn to before me this 27 day of October, 1944.

(SEAL) LILLIAN CAPLAN  
Notary Public in and for the County of Los Angeles,  
State of California  
My Commission expires June 4, 1947

STATE OF CALIFORNIA )  
County of Los Angeles )

On this 27th day of October, A.D. Nineteen Hundred and forty four before me, Lillian  
Caplan, a Notary Public in and for said County, residing therein, duly commissioned and  
sworn, personally appeared Harry Schwartz, secretary of American Plumbing Sales Corp. known  
to me to be the person described in and whose name is subscribed to the within instrument,  
and acknowledged to me that he executed the same.

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

(SEAL) LILLIAN CAPLAN  
Notary Public in and for the County of Los Angeles,  
State of California  
My Commission expires June 4, 1947  
I HEREBY approve the form of the foregoing agreement this 3rd day of November, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK, Deputy City Attorney

RECORDED DEC 6 1944 45 min. past 1 P.M. in Book 1784 at page 241 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
I certify that I have correctly transcribed this document in above mentioned book.  
ZETTA J. BEER

Copyist County Recorder's Office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb  
Removal Agreement from American Plumbing Sales Corp.; being Document No. 351073.

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 7 & 8, Block 51, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of November, by  
Walter Trepte that he will, for and in consideration of the permission granted to remove  
45 Ft. feet of curbing on West Grape Street between India and Kettner, 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.

WALTER TREPTE  
2001 Kettner Blvd.

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

On this 1 day of December, A.D. Nineteen Hundred and forty four before me, William Ferdinand Steigerwald, 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 has subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 FERDINAND STEIGERWALD  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires January 26, 1947  
I HEREBY approve the form of the foregoing agreement this 4th day of December, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED DEC 6 1944 45 min. past 1 P.M. in Book 1776 at page 410 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Walter Trepte; being Document No. 351074.

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

By Francis T. Tatten Deputy

Appropriation: Maintenance Bureau of Supplies & Accounts 1945  
FORM OF RENEWAL OF GOVERNMENT LEASE 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, 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.

CITY MANAGER THE UNITED STATES OF AMERICA,  
San Diego, Calif. 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 Lease bet. City of San Diego and U.S.A. for portion of Old City Jail for venereal prophylactic station; being Document No. 351076.

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, City Chevrolet Co. is the lessee of Lot 3, 4, 5, 6, Block 18, of Middletown;  
NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of November, by City Chevrolet Co. that \_\_\_\_\_ will, for and in consideration of the permission granted to remove 16' feet of curbing on Ash between India and Kettner, 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 heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

CITY CHEVROLET CO.  
O. B. PEAVEY (Partner).  
1040 Union St.

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

On this 18th day of November, 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 O. B. Peavey known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) CLARK M. FOOTE JR.  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires March 16, 1947



On this 1st day of December, 1944, before me a Notary Public, personally appeared O. B. Peavey known to me to be one of the partners of the partnership that executed the within instrument and he acknowledged to me that he executed this instrument in behalf of the Partnership of City Chevrolet Company.

My Commission expires Jan 21 1948  
N. J. NEIL (SEAL) 12-1-44  
Notary Public in and for the County of San Diego  
State of Calif.

I HEREBY approve the form of the foregoing agreement this 5th day of December, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED DEC 6 1944 45 min. past 1 P.M. in Book 1776 at page 406 of Official Records  
San Diego Co., Cal. Recorded at request of \_\_\_\_\_

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
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 City Chevrolet Company; being Document No. 351122.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

Original of Bond executed in Duplicate. Bond No. 75684  
KNOW ALL MEN BY THESE PRESENTS, That HOWARD S. N. STULTZ, an individual doing business under the firm name and style of HOLLYWOOD WHOLESALE ELECTRIC COMPANY, as Principal and THE TRAVELERS 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 SEVEN HUNDRED SEVENTY-NINE Dollars (\$1779.00), lawful money of the United States of 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 30th day of November, 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: Main switchboard for Otay Pumping Plant, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.  
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

WITNESS: C. E. LUCAS  
Doing business under the firm name and style of  
HOWARD S. N. STULTZ  
HOLLYWOOD WHOLESALE ELECTRIC COMPANY  
Principal  
THE TRAVELERS INDEMNITY COMPANY (SEAL)  
By: W. C. PHILLIPS, Attorney-in-Fact  
Sureties

I HEREBY APPROVE the form of the foregoing Bond this 4th day of December, 1944.  
J. F. DuPAUL, City Attorney,  
By J. H. McKINNEY  
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this \_\_\_\_\_ day of December, 1944.  
F. A. RHODES  
Acting City Manager

Premium charge for this bond is \$17.79, however this premium is subject to adjustment when the contract has been completed, and the actual amount of contract is known.

STATE OF CALIFORNIA )  
County of Los Angeles ) ss.

On this 30th day of November, 1944, before me personally came W. C. Phillips to me known, who being by me duly sworn, did depose and say: that he is Attorney-in-Fact of The Travelers Indemnity Company, the Corporation described in and which executed the foregoing instrument; that he knows the seal of said Corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority granted to him in accordance with the By-Laws of the said Corporation, and that he signed his name thereto by like authority.

(SEAL)  
My Commission expires November 18, 1945  
J. H. HARGREAVES  
Notary Public in and for the County of  
Los Angeles, State of California

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 30th day of November, 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 HOWARD S. N. STULTZ, an individual doing business under the firm name and style of HOLLYWOOD WHOLESALE 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: 1 - Square D switchboard for Otay Pumping Plant, in accordance with the specifications therefor (except 14 foot gutter instead of 10 foot gutter) filed in the office of the City Clerk of said City under Document No. 350274. Delivery f.o.b. San Diego, eight (8) weeks from date of contract, contingent upon receipt of priority.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: Seven Thousand One Hundred Fifteen and 88/100 Dollars (\$7,115.88). Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the \_\_\_\_\_ day of \_\_\_\_\_, 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 One Hundred Fifteen and 88/100 Dollars (\$7,115.88), said payments to be made as follows:

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, final payment will be made, at such time, and in such manner as provided by law, of any balance due.

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 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. 80123 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

HOWARD S. N. STULTZ

ATTEST: C. E. LUCAS

An individual doing business under the firm name and style of HOLLYWOOD WHOLESALE ELECTRIC COMPANY

Contractor

I hereby approve the form and legality of the foregoing contract this 4th day of December, 1944.

J. F. DuPAUL, City Attorney

By J. H. Mc KINNEY

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Hollywood Wholesale Electric Company for furnishing main switchboard for Otay Pumping Plant; being Document No. 351148.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SMITH-BOOTH USHER COMPANY, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED NINETY-FOUR Dollars (\$794.00), lawful money of the United States of 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 November, 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: 1 - International Tractor with 5/8 cu. yd. loader in accordance with the plans and specifications referred to in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

SMITH-BOOTH USHER COMPANY (SEAL)

C. E. BAKER Pres.

F. B. WHITTAM, Sec'y.

ATTEST: B. C. WAHL

Principal

GLOBE INDEMNITY COMPANY (SEAL)

E. L. COLE Attorney in Fact

Sureties

STATE OF CALIFORNIA,

County of Los Angeles,

ss.

On this 28th day of November in the year 1944, before me, L. Hollingshead, a Notary Public in and for the County and State aforesaid, personally appeared E. L. Cole known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of Globe Indemnity Company and acknowledged to me that he subscribed the name of the said Company thereto as surety and his own name as Attorney-in-Fact.

L. HOLLINGSHEAD

(SEAL)

Notary Public in and for said County and State

My Commission expires May 14, 1948

I HEREBY APPROVE the form of the foregoing Bond this 2nd day of December, 1944.

J. F. DuPAUL, City Attorney,

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 5th day of December 1944.

F. A. RHODES,

Acting City Manager

## C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 28th day of November, 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 SMITH-BOOTH USHER COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1 International 1-6 wheel tractor with Hough 5/8 cu. yd. loader, in accordance with the specifications therefor (except for 6-ply instead of 12-ply dual rear tires) on file in the office of the City Clerk of said City under Document No. 350233. Delivery f.o.b. San Diego forty-five days after receipt of priority.

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

1 - International tractor with loader.....	\$ 3160.00
Less 2% discount, payment 30 days.....	63.20
	\$ 3096.80
Plus 2-1/2% California State Sales Tax.....	77.42
	\$ 3174.22

Said contractor agrees to complete said delivery on or before the \_\_\_\_\_ day of \_\_\_\_\_, 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 One Hundred Seventy-four and 22/100 Dollars (\$3174.22), said payments to be made as follows:

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, final payment will be made, at such time, and in such manner as provided by law, of any balance due.

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 agree, 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. 80127 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers



thereunto duly authorized the day and year in this agreement first above written.

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

Acting City Manager.

SMITH-BOOTH USHER COMPANY (SEAL)

C. E. BAKER Pres.

F. B. WHITTAM, Secy.

Contractor

ATTEST: B. C. WAHL

I hereby approve the form and legality of the foregoing contract this 2nd day of December, 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 Smith-Booth Usher Company for furnishing International tractor; being Document No. 351160.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

10 November 1944

CHANGE ORDER, MODIFICATION NO. 1

Termination of Service

City of San Diego Water Dept.

164 Civic Center

San Diego, California

Gentlemen:

Contract No. W 04-362E(SC-IX)-55, and any amendments or modifications thereto, for furnishing water service to Government leased property at 372 Fourth Street, San Diego, California is hereby cancelled effective 30 November 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and five remaining copies returned to the undersigned.

Very truly yours,

P. F. JERNEGAN

2d Lt., Corps of Engineers, Contracting Officer

(Successor to Major H. W. Schmidt)

Receipt of the above notice is hereby acknowledged this 13th day of November, 1944.

By

TITLE Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Termination of Service for water furnished the United States Army at 372 4th Street; being Document No. 351162.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

17 November 1944

CHANGE ORDER, MODIFICATION NO. 1

Termination of Service

City of San Diego Water Dept.

Room 164, Civic Center

San Diego, California

Gentlemen:

Contract No. W 04-362E(SC-IX)-217, and any amendments or modifications thereto, for furnishing water service to Government owned property at Near 8th and Date Streets, Balboa Park, California is hereby cancelled effective 30 December 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and five remaining copies returned to the undersigned.

Very truly yours,

P. F. JERNEGAN

2d Lt., Corps of Engineers, Contracting Officer

(Successor to 1st Lt. M.W. Edwards)

Receipt of the above notice is hereby acknowledged this 20th day of November, 1944.

By R. A. CAMPBELL

Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Termination of water service, to United States Army near 8th & Date, Balboa Park; being Document No. 351199.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

17 November 1944

CHANGE ORDER, MODIFICATION NO. 1

Termination of Service

City of San Diego Water Dept.

164 Civic Center

San Diego, California

Gentlemen:

Contract No. W 04-362E(SC-IX)-70, and any amendments or modifications thereto, for furnishing water service to Government owned property at Balboa Park, San Diego, California is hereby cancelled effective 19 December 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and five remaining copies returned to the undersigned.

Very truly yours,

P. F. JERNEGAN

2d Lt., Corps of Engineers, Contracting Officer

(Successor to Major H. W. Schmidt)

Receipt of the above notice is hereby acknowledged this 20th day of November, 1944.

By R. A. CAMPBELL

Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Termination of water service to United States Army at Balboa Park; being Document No.351200.  
FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

City of San Diego Water Dept.  
Room 164, Civic Center  
San Diego, California  
Gentlemen:

17 November 1944  
Change Order, Modification No. 1  
Termination of service

Contract No. W 04-362E(SC-IX)-321, and any amendments or modifications thereto, for furnishing water service to Government owned property at Linda Vista Rd., 1 mi NE of Morena Blvd., San Diego, Calif. is hereby cancelled effective 12 December 1944.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and five remaining copies returned to the undersigned.

Very truly yours  
P. F. JERNEGAN

2d Lt., Corps of Engineers, Contracting Officer

Receipt of the above notice is hereby acknowledged this 20th day of November, 1944.

By R. A. CAMPBELL  
Title: Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Termination of water service to United States Army on Linda Vista Road; being Document No. 351201.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING.

El Cajon Boulevard Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE 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 6th day of December, 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 EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

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

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

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 6th day of December, 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

I hereby approve the form of the foregoing Undertaking this 13th day of December, 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.80237 passed and adopted on the 28th day of November, 1944, require and fix the sum of \$572.00 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.

El Cajon Boulevard Lighting District No. 1

THIS AGREEMENT, made and entered into this 12th day of December, 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 EL CAJON BOULEVARD, between the west line of Texas Street and the west line of Fairmount Avenue.

Such furnishing of electric current shall be for the period of one year from and including December 1, 1944, to-wit: to and including November 30, 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 El Cajon Lighting District No. 1", filed September 2, 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 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.

ATTEST: J. A. CANNON (SEAL)  
Secretary

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

THE CITY OF SAN DIEGO.  
By G. C. CRARY  
H. DE GRAFF AUSTIN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN

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

Members of the Council

I hereby approve the form of the foregoing Contract, this 13th day of December, 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 and Electric Company for El Cajon Boulevard Lighting District No. 1; being Document No. 351276.

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

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CHARLES P. CROWLEY, 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 FIFTY and no/100 Dollars (\$550.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of December, 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: 1 - Venturi meter tube; and necessary changes in City's existing Builders Iron Foundry register No. 7332 with Type M Register-Indicator-Recorder to accommodate flows up to 35 million gallons per day, same to be correlated with flow through above-mentioned Venturi meter tube, 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: \_\_\_\_\_

CHARLES P. CROWLEY  
Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY -  
GLEN HUNTSBERGER, JR. Attorney in Fact  
Sureties. (SEAL)

I HEREBY APPROVE the form of the foregoing Bond this 15 day of December, 1944.

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

Deputy City Attorney



I HEREBY APPROVE the foregoing Bond this 15<sup>th</sup> day of December, 1944.

RUSSELL WATKINS

Acting City Manager

STATE OF CALIFORNIA,

County of Los Angeles,

ss.

On this 8th day of December, 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.

ELEANOR G. DAVIS

(SEAL)

My Commission expires May 27, 1947

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

# C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of December, 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 CHARLES P. CROWLEY, 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 - Cast iron Herschel standard Venturi meter tube, 30" standard flanged inlet, 16" bronze lined throat, 28" standard flanged outlet; and

Provide change parts and make changes in existing Builders Iron Foundry, Type M. Register No. 7332 to permit measuring flows up to 35 m.g.d., same to be correlated with the flow through the Venturi meter tube,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350731.

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

- |  |                  |
|--|------------------|
| 1 - cast iron Herschel standard Venturi meter tube, 30" standard flanged inlet, 16" bronze lined throat, 28" standard flanged outlet, laying length not less than 17' 10-1/2", ..... | \$2120.00        |
| Provide change parts, and make changes in existing Builders Iron Foundry, Type M Register No. 7332 to permit measuring flows up to 35 m.g.d.,...                                     | 80.00            |
|  | <u>\$2200.00</u> |

Said prices include the California State Sales Tax.

Prices are f.o.b. Providence, Rhode Island, with freight allowed to San Diego.

Said contractor agrees to begin delivery of said material within seven weeks from and after the date of the execution of this contract, and to complete said delivery on or before the 26th day of January, 1945.

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 Dollars (\$2200.00); 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 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 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. 80242 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 RUSSELL W. RINK

Acting City Manager

CHARLES P. CROWLEY

Contractor

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

STATE OF CALIFORNIA,

ss.

County of Los Angeles

On this 13th day of December, A.D., 1944, before me, the undersigned a Notary Public in and for said County and State, personally appeared Charles P. Crowley, 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 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.

DANTE SPINOGLIO

Notary Public in and for said County and State

(SEAL)

My Commission expires June 20, 1945

I hereby approve the form and legality of the foregoing contract this 15th day of December, 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 Charles P. Crowley for furnishing one Venturi meter tube; being Document No. 351289.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Patten Deputy

#### L E A S E

THIS AGREEMENT, made and entered into this 5th day of December, 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 W. H. DANIELS, hereinafter called the Lessee, WITNESSETH:

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

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

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

said tract of land so conveyed to the City by said Rowley and wife to the point of commencement; containing 245 acres of land, more or less; subject to all easements, liens and encumbrances of record.

For a term of one (1) years, beginning on the 12th day of January, 1945, and ending on the 11th day of January, 1946, at the following rentals: One and 50/100 Dollars (\$1.50) per acre per year payable in advance at the office of the Lessor semi-annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City and lessee shall not pump water from said wells but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

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

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 30261 of the Council of said City authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

Acting City Manager

W. H. DANIELS

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 6 day of December, 1944.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with W. H. Daniels for portion Rancho El Cajon for stock grazing purposes; being Document No. 351145.

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 5th day of December 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 EDWARD V. LANEY 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 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 Pump House for the Otay Pumping Plant in the County of San Diego, State of California, being and as per Schedule I all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of the City of San Diego on the 30th day of October 1944, marked "Document No. 350619, and endorsed Notice to Contractors, Instructions to Bidders, Proposal, Drawings and Specifications Pump House for the Otay Pumping Plant, Cottage and Garage at the Otay Pumping Plant said plans consisting of 4 sheets and said specifications consisting of 74 sheets; true copies of the Notice to



Contractors, Proposal of Contractor and Plans and Specifications are hereunto annexed by reference thereto incorporated herein and made a part hereof as though in this paragraph fully set forth.

ARTICLE II. In consideration of the construction and completion of the work by the Contractor herein undertaken, according to the terms of this contract, and the faithful performance of all obligations and covenants by the Contractor herein undertaken and agreed upon, the Contractor shall be paid as is provided in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by The Council, evidenced by Resolution.

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

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Sections 1810 to 1816, both inclusive, of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Sections of the Labor Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Article 4 of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor; contrary to the provisions of said statute, for each calendar day; or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Per 8-hour Day</u>
Bricklayers	\$ 12.00
Carpenters	10.80
Electricians	13.60
Laborers, Unskilled	7.00
Lathers	13.00
Painters	10.80
Plasterers	13.00
Plasterers Tenders	11.80
Plumbers	12.00
Sheet Metal Workers	11.52
Truck Drivers, under 6 tons	7.60
Truck Drivers, 6 to 15 tons	8.00
Watchmen	7.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California; one and one-half times the above rates.

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

IN WITNESS WHEREOF, this contract is executed by the City Manager 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 F. A. RHODES

Acting City Manager

ATTEST: FRED W. SICK, City Clerk

By A. M. WADSTROM, Deputy

(SEAL)

ATTEST: AUGUST M. WADSTROM

EDWARD V. LANEY

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 5 day of December 1944.

J. F. DuPAUL

City Attorney of the City of San Diego

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That Edward V. Laney as principal, and New York Casualty Company a corporation organized and existing under and by virtue of the laws of the State of New York as surety, are held and firmly bound unto the City of San Diego, a

municipal corporation in the County of San Diego, State of California, in the sum of Four Thousand Six Hundred Fifty Eight Dollars (\$4658.00) (not less than one hundred per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of November, 1944.

Whereas, the said principal has entered into the annexed contract with the City of San Diego to furnish all labor, materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Pump House for Otay Pumping Plant (SCHEDULE I) 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 30th day of October 1944 marked Document No. 350619 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Pump House for the Otay Pumping Plant Cottage & Garage at the Otay Pumping Plant said plans consisting of 4 sheets, and said specifications consisting of 74 sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

NOW THEREFORE THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seals this 30th day of November 1944, by their undersigned representatives.

ATTEST: AUGUST M. WADSTROM

EDWARD V. LANEY  
Principal

By \_\_\_\_\_

ATTEST: MARIE F. BRYAN

NEW YORK CASUALTY COMPANY.  
By CHESTER N. MUNSON Attorney-in-Fact  
Surety (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 30th day of November in the year One Thousand Nine Hundred and Forty-Four before me Marie F. Bryan a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared Chester N. Munson known to me to be the Attorney-in-Fact of the New York Casualty 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 San Diego the day and year in this certificate first above written.

(SEAL) Marie F. BRYAN  
Notary Public in and for the County of San Diego  
My commission expires August 3, 1948 State of California

I hereby approve the form of the within Bond this 5 day of December, 1944.

J. F. DuPAUL  
City Attorney of the City of San Diego

Approved by a majority of the members of the Council of The City of San Diego this 5th day of December, 1944.

PAUL J. HARTLEY  
ERNEST J. BOUD  
G. C. CRARY  
CHARLES C. DAIL  
H. DE GRAFF AUSTIN  
WALTER W. AUSTIN

ATTEST: FRED W. SICK

City Clerk (SEAL)

Members of the Council

By A. M. WADSTROM, Deputy

The rate of premium is \$15.00 per Moon the contract price.  
Amount of premium charged \$69.87.

#### FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That EDWARD V. LANEY as principal, and NEW YORK CASUALTY CO. a corporation organized and existing under and by virtue of the laws of the State of New York, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two Thousand Three Hundred Twenty Nine Dollars (\$2329.00), (not less than fifty per cent of estimated contract price, lawful money of the United States of America, to be paid to The City of San Diego for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 30th day of November 1944.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of Pump House for the Otay Pumping Plant (SCHEDULE I) 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 30th day of October, 1944, marked Document No. 350619 and endorsed "Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications" Pump House for the Otay Pumping Plant Cottage and Garage at the Otay Pumping Plant said plans consisting of 4 sheets and said specifications consisting of 74 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 Two Thousand Three Hundred Twenty Nine Dollars (\$2329.00), 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 30th day of November 1944, by their undersigned representatives.

EDWARD V. LANEY

ATTEST: AUGUST M. WADSTROM

Principal

By

NEW YORK CASUALTY COMPANY

By CHESTER N. MUNSON, Attorney-in-Fact  
Surety (SEAL)

ATTEST: MARIE F. BRYAN

Premium for this bond included in Performance Bond premium

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 5 day of December, 1944.

J. F. DuPAUL

City Attorney of the City of San Diego

Approved by a majority of the member of the Council of The City of San Diego this 5th day of December, 1944.

PAUL J. HARTLEY

ERNEST J BOUD

G. C. CRARY

CHARLES C. DAIL

H. DE GRAFF AUSTIN

WALTER W. AUSTIN

ATTEST: FRED W. SICK

(SEAL)

City Clerk

By A. M. WADSTROM,

Deputy

"FEDERAL HINDRANCE" clause to be inserted in The City of San Diego's war time material, equipment and construction contracts:

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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Edward V. Laney for Pumphouse for the Otay Pumping Plant, Cottage and Garage at the Otay Pumping Plant; being Document No. 351153.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy



STATE OF CALIFORNIA

} ss.:

County of San Diego

On this 30th day of November in the year One Thousand Nine Hundred and Forty-four before me Marie F. Bryan a Notary Public in and for the County of San Diego residing therein, duly commissioned and sworn, personally appeared Chester N. Munson known to me to be the Attorney-in-Fact of the New York Casualty 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.

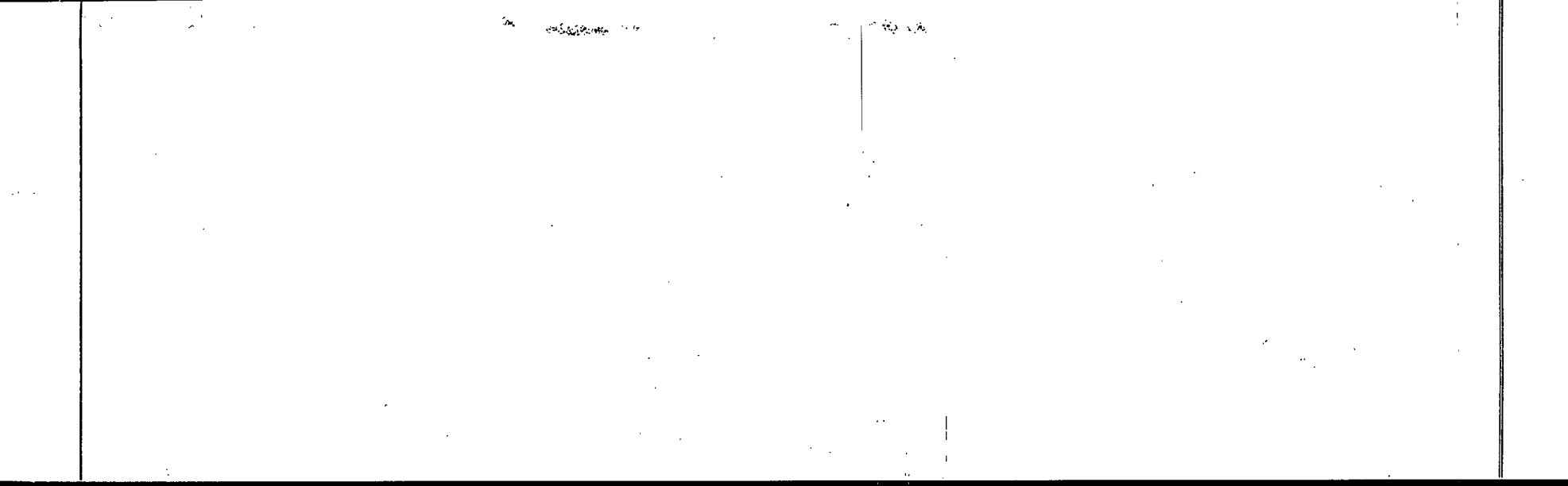
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County of San Diego the day and year in this certificate first above written.

MARIE F. BRYAN

(SEAL)

My Commission expires August 3, 1948

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



AGREEMENT FOR EMPLOYMENT OF THE SERVICES OF T. B. COSGROVE,  
ATTORNEY AT LAW, BY THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION.

THIS MEMORANDUM OF AGREEMENT, made and entered into this 12th day of December, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, acting by and through its acting City Manager, F.A. Rhodes, and T. B. COSGROVE, of the firm of COSGROVE & O'NEIL, of the City of Los Angeles, California, WITNESSETH:

I.

For and in consideration of the sum of Ten Thousand Dollars (\$10,000.00), payable to the said T. B. Cosgrove in installments of Two Thousand Five Hundred Dollars (\$2,500.00) each, the first installment to be paid February 1, 1945, the second May 1, 1945, the third on August 1, 1945, and the final installment on November 1, 1945, said T. B. Cosgrove agrees to perform the following services as an attorney at law for and on behalf of said City, to-wit:

(a) Furnish such assistance and do and perform such legal services as may be required of him by the City Attorney of The City of San Diego in connection with that certain litigation now pending in the Superior Court of the State of California, in and for the County of San Diego, wherein The City of San Diego is plaintiff, and the Southern California Telephone Company, a corporation, is defendant, No. 121084, during the period of twelve months commencing November 1, 1944, and ending November 1, 1945.

(b) Appear as attorney for an intervening taxpayer of The City of San Diego, or an amicus curiae, or otherwise as may be determined by the parties hereto, in the case of The City of San Diego vs. The California Water & Telephone Company, a corporation, now pending on appeal in the District Court of Appeal of the State of California, in and for the Fourth Appellate District, numbered Fourth Civil No. 3371, and present to said Court on behalf of said intervening taxpayer, or as a friend of the Court, such arguments, both oral and in writing as in the judgment of said T. B. Cosgrove shall best protect the interests of said City of San Diego in said litigation.

(c) To confer with and advise, during the twelve month period hereinabove in paragraph (a) of this Agreement provided, such members of the Council of said City, including the Mayor thereof, the City Manager and the City Attorney, as may request such advice, upon matters affecting the interests of The City of San Diego in connection with the securing by said City of water for municipal use from the Colorado River, and upon such matters as may affect the interests of said City in connection with its relationship by contract or otherwise with the County Water Authority of the County of San Diego; it being definitely understood and agreed, however, in connection with the services outlined in this paragraph to be furnished by said T. B. Cosgrove that such services shall not include the preparation and delivery of legal opinions to said City, or to any of its officers mentioned in this paragraph, by the said T. B. Cosgrove.

II.

In consideration of the faithful performance by the said T. B. Cosgrove of this Agreement, The City of San Diego agrees to pay to the said T. B. Cosgrove the said sum of Ten Thousand Dollars (\$10,000.00) in the amounts and at the times hereinabove set forth.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by its Acting City Manager, acting under and pursuant to Resolution No. 80320 of the Council authorizing such execution, and the said T. B. Cosgrove has hereunto subscribed his name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

T. B. COSGROVE

I hereby approve the form and legality of the foregoing agreement this 12th day of December, 1944.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for employment of T. B. Cosgrove; being Document No. 351272.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SOUTHWEST WELDING & MANUFACTURING COMPANY, as Principal and MASSACHUSETTS BONDING AND INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of Massachusetts as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND SIX HUNDRED FORTY-SEVEN and no/100 Dollars (\$3,647.00), lawful money of the United States of 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 11 day of December, 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: steel pipe manifolds, pipe, reducers and miscellaneous items for the Otay Filter Plant, 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.

SOUTHWEST WELDING & MANUFACTURING COMPANY,

JNO W. LUCAS Pres.

Principal

MASSACHUSETTS BONDING AND INSURANCE COMPANY (SEAL)

CHARLES M. RANDALL Attorney in Fact  
Sureties.

ATTEST: KARL W. SOMERS  
Asst. Sec'y.

STATE OF CALIFORNIA

County of Los Angeles

) ss.

On this 11 day of December in the year one thousand nine hundred and 44, before me Catharine V. Wilson, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared Charles M. Randall 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) CATHARINE V. WILSON  
Notary Public in and for said County and State  
I HEREBY APPROVE the form of the foregoing Bond this 13th day of December, 1944.  
J. F. DuPAUL, City Attorney,  
By J. H. McKINNEY  
Deputy City Attorney  
I HEREBY APPROVE the foregoing Bond this 13th day of December, 1944.  
RUSSELL W. RINK  
Acting City Manager

The rate of premium on this bond is \$2.50 per thousand on contract price. The total amount of premium charged is \$36.47.

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 11th day of December, 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 SOUTHWEST WELDING & MANUFACTURING COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 2 - steel pipe manifolds, with 6 - 16" side outlets at 45° on each, coal tar enamelled and asbestos felt wrapped, complete with one 40" bumped end on each, bell and spigot ends for field welding, 12 Class 150 flanges for 16" I.D. - 3/16" plate pipe, bolts, nuts and gaskets, in accordance with drawings and specifications, including not to exceed 75 feet of 40" discharge manifold and 75 feet of suction manifold; 30,000#;
- 40" I.D. 5/16" plate straight pipe equal to that used in manifold, bell and spigot ends for field welds, coal tar enamelled and wrapped with asbestos felt, 135 lin. ft.;
- 2 - 40" I.D. 5/16" plate angles to be specified, each with one bell end, coal tar enamelled and asbestos felt wrapped, 2300 lbs.;
- 2 - 40" x 24" I.D. 5/16" plate reducers with 40" section 1 foot long each, with bell ends for field welding, taper sections 4 feet long, 24" - 150# standard flanges on small ends, 1/2" coupling on 1 foot sections, coal tar enamelled and asbestos felt wrapped, complete with bolts, nuts and gaskets;
- 1 - 5/16" plate 12" wide split sleeve for 40-1/2" O.D. pipe;
- 1 - 36" x 40" I.D. 5/16" plate increaser 5 feet long with 40" bell end, coal tar enamelled asbestos felt wrapped;
- 2 - 40" x 30" I.D. 5/16" steel plate reducers with 40" straight section 1 foot long, one with bell end for field welding, the other with plain 40" end, taper sections 4 feet long, straight section with 1/2" coupling, 30" - 150# standard flange on small end, coal tar enamelled and asbestos felt wrapped, complete with bolts, nuts and gaskets;
- 1 - 40" x 40" x 36" 5/16" plate side outlet 45° wye, 16.5 feet on the run, 36" side outlet five feet long measured from center line, ends to suit field conditions, and with 1 - 4" blow off coupling welded to 40" run, coal tar enamelled and asbestos felt wrapped;
- 70 lin. ft. 36" I.D. 1/4" plate straight pipe equal to that used in manifolds, bell and spigot ends for field welds, including 1 - 10 foot section with vanes and saddle for Sparling meter furnished by City welded on, coal tar enamelled and wrapped with asbestos felt;
- 2 - 36" x 24" I.D. 1/4" steel plate reducers, 36" straight sections 1 foot long with bell end for field welding, taper section 4 feet long, 24" 150# standard flange on end, 1/2" coupling in 1 foot straight section, coal tar enamelled and asbestos felt wrapped, complete with bolts, nuts and gaskets;
- 2000# - 3-36" I.D. 1/4" plate angles to be specified, coal tar enamelled and asbestos felt wrapped;
- 1 - 36" x 24" I.D. 1/4" steel plate reducer, 4 feet long, bell end on 36" end for field welding, coal tar enamelled and asbestos felt wrapped;
- 1 - 36" - 1/2" I.D. 1/4" plate wrapper sheet 6 feet long, split horizontally without enamel or felt wrap;
- 12 16" I.D. 3/16" plate straight pipe sections 18" long, each with one 16" 150# flange, bolts, nuts and gaskets, coal tar enamelled inside, red lead paint outside;
- 6 - 16" x 12" I.D. 3/16" steel plate eccentric reducers each with one 12" 150# standard flange faced and drilled, length 24", and each with 10" length of straight 16" I.D. pipe to fit into Dresser coupling, coal tar enamelled inside, red lead outside, complete with bolts, nuts and gaskets;
- 6 - 16" x 10" I.D. 3/16" steel plate eccentric reducers each with one 10" 150# standard flange faced and drilled, length 24", and each with 10" length of straight 16" I.D. pipe to fit into Dresser coupling, coal tar enamelled inside, red lead outside, complete with bolts, nuts and gaskets;

Miscellaneous steel reinforcement (fins, crotch plates, etc.), 2000#.  
All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350725.  
Delivery at site of pumping plant adjacent to Otay Filter Plant, about twenty miles southeasterly from the City of San Diego.  
All weights specified are estimated; payment will be made at the specified rate per pound for the actual weight of material furnished.  
Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

Item No.				
1.	2 - steel pipe manifolds, 30,000#	@ \$ 0.128 per lb		\$3840.00
2.	135 lin. ft. 40" I.D. 5/16" plate straight pipe	@ \$ 14.70 per lin ft		\$1984.50
3.	2 - 40" I.D. 5/16" plate angles, 2300#	@ \$ 0.254 per lb		\$ 584.20
4.	2 - 40" x 24" I.D. 5/16" plate reducers	@ \$402.00 each		\$ 804.00
5.	1 - 5/16" plate 12" wide split sleeve			\$ 16.50
6.	1 - 36" x 40" I.D. 5/16" plate increaser			\$ 141.00
7.	2 - 40" x 30" I.D. 5/16" steel plate reducers	@ \$390.00 each		\$ 780.00
8.	1 - 60" x 40" x 36" 5/16" plate side outlet 45° wye			\$ 485.00
9.	70 lin ft 36" I.D. 1/4" plate straight pipe	@ \$ 16.36 per lin ft		\$1145.20
10.	2 - 36" x 24" I.D. 1/4" steel plate reducers	@ \$275.00 each		\$ 550.00
11.	3 - 36" I.D. 1/4" plate angles, 2000#	@ \$ 0.46 per lb		\$ 920.00
12.	1 - 36" x 24" I.D. 1/4" steel plate reducer	@ \$148.00		\$ 148.00
13.	1 - 36-1/2" I.D. 1/4" plate wrapper sheet			\$ 81.00
14.	12 - 16" I.D. 3/16" plate straight pipe sections	@ \$ 38.00 each		\$ 456.00
15.	6 - 16" x 12" I.D. 3/16" steel plate eccentric reducers	@ \$ 66.00 each		\$ 396.00

16. 6 - 16" x 10" I.D. 3/16" steel plate eccentric reducers @ \$ 61.00 each	\$ 366.00
17. Miscellaneous steel reinforcement (fins, crotch plates, etc.) 2000# @ \$ 0.12 per lb	\$ 240.00

Plus 10% for delivery within 60 days

\$12,937.40
<u>1,293.74</u>
\$14,231.14
<u>355.78</u>
\$14,586.92

Plus California State Sales Tax

Above prices per pound are based on estimated weights.

Said contractor agrees to begin delivery of said material within sixty (60) 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: Fourteen Thousand Five Hundred Eighty-six and 92/100 Dollars (\$14,586.92), including Three Hundred Fifty-five and 78/100 Dollars (\$355.78) for California State Sales Tax. It is estimated that the total price for all the material specified will be the sum of \$14,231.14, plus Sales Tax in the amount of \$355.78; however, this is subject to correction to correspond with actual weights of material delivered, at the respective rates specified above. Payment for said material will 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 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. 80243 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 RUSSELL W. RINK

Acting City Manager

SOUTHWEST WELDING & MANUFACTURING COMPANY

JNO W. LUCAS Pres.

Contractor

ATTEST: KARL W. SOMERS

Asst. Sec'y

I hereby approve the form and legality of the foregoing contract this 13th day of December, 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 Southwest Welding & Manufacturing Company for furnishing steel pipe manifolds and miscellaneous items; being Document No. 351275.

FRED W. SICK

City Clerk of the City of San Diego, California

By \_\_\_\_\_ Deputy

SUPERSEDING LEASE OF WAR PUBLIC WORKS

Project No. Calif. 4-140(F)

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 waterworks war public works facilities identified by the above project number and described below (such war public works facilities being hereinafter referred to as the "Leased Property"), for a term ending June 30, 1945. 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(F), and to which maps, files and records reference is hereby made; including that portion of the project known and designated as the Dyke Pipeline (Unit 13); provided, however, the Leased Property shall not include either that portion of said project known and designated as the San Vicente Pipeline or other waterworks 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) \$29,037.00 on or before December 31, 1944, representing rental for the period from October 1, 1944, up to and including December 31, 1944; and
- (2) Thereafter \$29,037.00 not less often than once every three months, representing rentals for respective 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; the Government reserves the right to enter upon and inspect the facilities at reasonable times for the purpose of protecting the Government's rights in the project;

(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.

That certain Lease of War Public Works between the parties hereto, dated as of April 20, 1944, is hereby terminated and cancelled.

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 as of October 1, 1944

ATTEST: ELLEN V. NASH

(SEAL)

UNITED STATES OF AMERICA

By PHILIP B. FLEMING

Federal Works Administrator



ATTEST: E. LONGFELLOW

(SEAL)

THE CITY OF SAN DIEGO (Lessee)

By WALTER W. COOPER  
(Title) City ManagerCERTIFICATE 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 SUPERSEDING 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 Superseding 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 14th day of November, 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 November 15, 1944

(SEAL)

(Signed) FRED W. SICK  
(Title) City ClerkATTORNEY'S OPINION

I hereby state that I am an attorney at law representing the Lessee named in the Superseding 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 Nov. 15 1944

(Signed) J. F. DuPAUL.

Attorney for Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Superseding Lease of War Public Works No. Calif. 4-140; being Document No. 351305.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

CONTRACT BETWEEN THE CITY OF SAN DIEGO AND THE AUTOMOBILE  
CLUB OF SOUTHERN CALIFORNIA FOR THE PURCHASE AND INSTALL-  
ATION OF TRAFFIC SIGNS

THIS AGREEMENT, made and entered into this 19th day of December, 1944, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the "City", and the AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA, a corporation, hereinafter called the "Club";  
WITNESSETH:

That the parties hereto have mutually covenanted and agreed and by these presents do covenant and agree with each other as follows:

I.

The City hereby grants to the Club permission to enter upon the streets of the City and upon the terms and conditions of this agreement to place and maintain therein at such locations as may be mutually agreed upon, the directional, warning, regulatory and caution signs hereby contemplated.

(a) The City agrees to purchase from the Club upon written order by competent authority all such directional, warning, regulatory and caution signs, upon the face of each of which shall appear the Club insignia and all materials required for the installation, replacement and maintenance of such signs, as the City from time to time may require in accordance with the price list and uniform sign chart which are hereto attached and by reference made a part hereof, said signs to be made of Masonite supported by redwood posts. In view of the rapidly fluctuating prices in materials necessary for the making of signs and standards the Club submits herewith the current price list for such signs and standards and at any time there is an increase in the price of signs and materials the Club will submit an amended price list to the City of the then current cost of signs and materials as conditions may then require. Upon submission of such price list the City may terminate this contract by its election to disapprove the price list as submitted. If, during the life of this contract or any extension thereof, the cost of signs and standards decreases from that stated in the attached price list then and in that event the Club will give to the City, in making its claims for reimbursement, the benefit of any such decreases in cost. The prices stated in the attached price list anticipate the use of twelve foot posts. In those instances where ten foot posts can be used a corresponding decrease in the quoted price will be made.

(b) The Club shall make all reasonable efforts to secure metal of suitable size and thickness for the various signs herein provided for; and when the Club is able to furnish said signs made of metal, instead of Masonite, it shall notify the City, and shall submit to the City a list of prices at which the Club will furnish such signs made of metal. Thereafter, during the remainder of the life of this agreement (or so much thereof as the Club shall be able to obtain suitable metal for said signs), the City may, at its option, require the Club to furnish any of such signs made of Masonite, at the current list price for Masonite signs, or made of metal, at the current list price for metal signs. The provisions of this agreement for amendment of price lists shall apply to both Masonite and metal signs.

(c) Delivery of materials and the erection of signs shall be carried out to the best of the ability of the Club as herein specified but said Club shall not be held liable for delivery, failure of delivery or failure to fill orders where such failure is caused by reason of labor conditions, inability to obtain materials or other conditions beyond the control of the Club.

(d) The Club agrees that all costs and expenditures for labor, equipment and overhead, both field and office, required or incurred therefor by the Club in the erection and maintenance of the signs herein contemplated shall be borne exclusively by said Club and shall constitute a donation by it to the expense of signing the streets of the City of San Diego.

(e) It is mutually agreed that the expense of cartage of signs from railroad terminal points to the place of installation thereof shall be considered a part of the cost of installation and shall not be chargeable to the City, provided that freight charges for common carrier shipments shall be paid by the City as a part of the initial purchase price of signs.

## III.

It is understood that the Club has heretofore installed within the city streets certain signs upon the understanding that such signs would be maintained by the Club for a period of five (5) years after the date of particular installations; that upon the expiration of said five (5) year maintenance period any such sign or signs heretofore installed within the city streets shall be maintained in accordance with the terms and conditions of this agreement provided that upon the expiration of said five (5) year maintenance period no such signs shall be replaced or new signs installed in place thereof except upon the express request of and at the expense of the City. It is agreed however, that the Club will, as may be required, repair or replace signs, posts, pipes and other standards and furnish necessary paint for the re-touching of any signs installed hereunder or heretofore installed and that upon the presentation of proper claims therefor the cost of any such maintenance and supplies, not however, including labor, will be paid by the City, excluding, however, those signs and standards heretofore installed under an unexpired five (5) year maintenance agreement.

## IV.

(a) Claims rendered by the Club under this agreement shall be in triplicate and shall be presented to the Purchasing Agent of the City.

(b) Prior to the rendering of any such claim the Club shall notify the Director of Public Works of the City of such installation or replacement or the doing of such maintenance work so that a proper procedure record may be made in accordance with the practice of the City.

## V.

All signs hereafter placed in the city streets shall have stenciled thereon an indelible, distinctive, individual number in accordance with the system now used by the Club and all claims presented to the City covering the purchase price of said signs or materials and supplies necessary for the replacement or maintenance thereof shall refer to such numbers.

## VI.

The work of installing, replacing and maintaining the signs contemplated by this agreement shall be done exclusively by the Club, except those signs which are placed on signal or flasher standards.

## VII.

This agreement shall cease to be effective, except as to the obligations previously incurred, on the 30th day of November, 1945, unless the same shall be terminated by mutual agreement of the parties expressed in writing prior to such date or as herein specified; provided, however, this agreement shall cease to be binding upon the parties hereto upon the effective date of any legislative enactment inconsistent with the provisions hereof.

IN WITNESS WHEREOF, this contract is executed by the Acting City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80241 of the Council authorizing such execution, and the Automobile Club of Southern California has caused the same to be executed on its behalf by the Secretary and General Manager of said corporation, an elected officer duly authorized so to do, the day and year hereinabove written.

THE CITY OF SAN DIEGO, a municipal corporation

By F. A. RHODES  
Acting City Manager

ATTEST FRED W. SICK (SEAL)  
City Clerk

(SEAL)

AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA,  
a corporation

By STANDISH L. MITCHELL  
Secretary and General Manager

Approved as to form: JOHN R. BERRYMAN JR.  
Assistant General Counsel

Approved as to terms: D. C. RHODES  
Field Engineer

I HEREBY APPROVE the form and legality of the foregoing Contract this 15th day of December, 1944.

J. F. DuPAUL  
City Attorney

(Uniform Sign Chart attached to and filed with original Document)

AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA, LOS ANGELES

CODE	PRICE LIST DESCRIPTION	CITY OF SAN DIEGO		
		SIGN ONLY	SIGN & HARDWARE	SIGN-POST & HARDWARE
W1R	L Reverse Curve	\$ 5.66	\$ 5.73	\$ 7.35
W2R	R Reverse Curve	5.66	5.73	7.35
W3R	L 90° Turn	5.01	5.08	6.70
W4R	R 90° Turn	5.01	5.08	6.70
W5R	L 35° Turn	4.47	4.54	6.16
W6R	R 35° Turn	4.47	4.54	6.16
W7R	T Arrow	6.51	6.58	8.20
W8R	Slow	6.35	6.46	8.08
W9R	Subway	7.45	7.56	9.18
W10R	Grade	7.47	7.58	9.20
W11R	End	4.59	4.66	6.28
W12R	Dip	3.96	4.03	5.65
W12R	Dips	4.72	4.79	6.41
W13R	Narrow Road	8.46	8.57	10.19
W14R	Narrow Bridge	9.28	9.39	11.01
W15R	Narrow Subway	9.54	9.65	11.27
W16R	One Way Bridge	9.29	9.40	11.02
W17R	Stop Ahead	9.75	9.86	11.48
W18R	Soft Shoulder Sand	11.17	11.28	12.90
W19R	Pavement Ends	9.32	9.43	11.05
W20R	Two Lane Pavement Ahead	14.05	14.16	15.78
W20R	Three Lane Pavement Ahead	16.52	16.63	18.25
W21R	9-Unit Stimsonite Reflector	4.98	5.05	5.86
W22R	Post With 3-Unit Stimsonite			3.50
W23R	3-Unit Stimsonite Reflector	1.73		
W24R	3-Unit Triangle Stimsonite	2.08	2.15	2.96
W25R	Divided Highway Ahead	13.06	13.17	14.79
W31R	Cross Road	10.09	10.20	11.82
W32R	Side Road	9.64	9.75	11.37
W33	School Zone	1.60	1.67	3.29
W34	Hospital Zone	1.60	1.67	3.29
W35	Pedestrian Crossing	1.75	1.82	3.44
W36R	Cross Street	8.70	8.81	10.43

W37R	Side Street	8.03	8.14	9.76
W38R	Slide Area	8.12	8.23	9.85
W39	End Slide Area	2.50	2.61	4.23
W40R	Drifting Sand	8.60	8.71	10.33
W41R	Signal Ahead	8.14	8.25	9.87
W42R	Slippery When Wet	5.89	6.21	7.83
W43R	Icy	3.86	3.93	5.55
W44R	Draw Bridge	9.78	10.14	11.76
W45R	Flooded	4.68	4.99	6.61
W46R	Arrow	4.94	5.01	6.63
W47R	Railroad	5.75	5.82	7.44
W48R	2-Tracks	4.92	4.99	
W49R	Y-Arrow	4.70	4.77	6.39
W50R	Watch For Rocks on Pavement	15.87	16.31	19.55
R1R	Stop	4.19	4.26	5.88
R4	Speed 25 miles	2.00	2.27	3.89
R4R	Refl. Speed 25 Miles	4.92	5.19	6.81
R5	End 25 Mile Zone	2.00	2.27	3.89
R6	State Speed 55 Miles	2.00	2.27	3.89
R7R	Keep to Right - 18 x 24"	7.71	7.78	9.40
R7R	Keep to Right - 18 x 28" (with arrow)	10.03	10.10	11.72
R7R	Keep to Right - 30 x 30"	11.12	11.43	13.05
R7R	Keep to Right - 30 x 36"	14.41	14.72	16.34
R8	Stop for Pedestrians	2.00*		*
R9	Stock Trail	1.20	1.47	3.09
R10	One Way	1.32	1.65	3.27
R10R	Refl. One Way	6.51	6.84	8.46
R11	Pedestrians Use Subway	.80	1.07	2.69
R12R	Middle Lane etc.	18.09	18.56	20.18
R13R	Keep Right etc.	18.45	18.93	20.55
R14	No Passing etc.	2.25	2.77	6.01
R14R	Refl. No Passing etc.	16.81	17.33	20.57
R15R	Slow Vehicles etc.	18.08	18.70	21.94
R16R	No Passing on Bridge	12.34	12.66	14.28
R17R	No Left Turn	9.89	10.18	11.80
	No Right Turn	11.03	11.32	12.94
R18	Trucks Keep on Pavement	2.20	2.47	4.09
R19	Not a Through Street	.90	.97	2.59
R20	Varies with size & wording			
R21	Varies with size & wording			
R22	One Way Bridge	1.45	1.68	3.30
R23	No Fishing From Bridge	1.30	1.55	3.17
R24	Passing Permitted etc.	5.80	7.62	10.86
R25	Park Off Pavement	.62	.69	2.31
R26	No Parking at Any Time	.62	.69	2.31
R27	No Parking on Bridge	.62	.69	2.31
R28	Parking 1 Hour etc.	.62	.69	2.31
R29	No Parking - Parking etc.	1.50	1.69	3.31
R30	No Parking This Side	.62	.69	2.31
R31	No Left Turn	.62	.69	2.31
R32	No U Turn	.62	.69	2.31
R33	Truck Route	1.10	1.17	2.79
R34	Commercial Vehicles etc.	1.10	1.17	2.79
G1	Directional sign - 1-Arrow	1.60	1.95	3.57
G1V	" " vertical arrow	1.60	1.95	3.57
G2	" " Horizontal arrows	2.70	3.05	4.67
G2V	" " 1-arrow vertical	2.70	3.05	4.67
G2V	" " 2-types of arrows	2.90	3.25	4.87
G3	" " horizontal arrows	3.65	4.04	5.66
G3V	" " 1-arrow vertical	3.65	4.04	5.66
G3V	" " 2-types of arrows	4.00	4.39	6.01
G4	" " horizontal arrows	4.60	4.99	6.61
G4V	Directional sign - 1 arrow vert.	4.60	4.99	6.61
G4V	" " 2-types arrows	4.95	5.34	6.96
G5	Reassurance sign	2.90	3.25	4.87
G6R	Varies with size and wording			
G7R	Varies with size and wording			
G8R	Varies with size and wording			
G9R	Varies with wording and size			
G9	City Limit	2.05	2.36	3.98
G10	County Line	2.05	2.36	3.98
G11	Bridge Name	1.85	2.16	3.78
G12	State Park Boundary	2.35	2.66	4.28
G13	Historical Landmark	2.60	2.87	4.49
G14	Street Name	1.85	2.12	3.74
G15R	Varies with size & wording			
G16	Temporary	.50	.53	
G17	Detour	.50	.53	
G18	Alternate	.50	.53	
G19	Bypass	.50	.53	
G20	Business etc.	.50	.53	
G21	Drinking Fountain	1.60	1.83	3.45
G22	Pass & Elevation	2.00	2.35	3.97
G23	Elevation	1.90	2.21	3.83
G24	Varies with size & wording			
G25	US Shield	1.00	1.03	2.67
G26R	US Shield-varies with wording			
G27	State Shield	.85	.88	2.52
G28R	US Shield - varies with wording			
G29	End	1.70	2.17	3.79
G30	Junction	1.70	2.17	3.79
G31	Junction	1.80	2.27	3.89
G32	Junction	2.70	3.77	5.39
G33	Junction	2.95	4.11	5.73
G34	Shield Arrow	.45	.48	
G34R	Shield Arrow	1.77	1.81	
G35	Shield Arrow	.45	.48	



G35R	Shield Arrow	2.17	2.21
G36	Shield Arrow	.20	.23
G36R	Shield Arrow	1.16	1.20
G37	Shield Arrow	.40	.43
G37R	Shield Arrow	2.16	2.20
G38	Shield Arrow	.40	.43
G38R	Shield Arrow	2.16	2.20
G39	Exempt	.30	.37
G42R	Varies with wording		
G43	Shield Arrow	.20	.23
G43R	Shield Arrow	1.16	1.20
G44	Shield Arrow	.20	.23
G44R	Shield Arrow	1.16	1.20

\* - f.o.b. Los Angeles - no installation  
plus cost of crating and freight charges when necessary  
plus sales tax

December 1, 1944

I HEREBY CERTIFY that the above and foregoing is a full(except uniform sign chart which is filed with original document) true and correct copy of Contract with Automobile Club of Southern California for installation of traffic signs; being Document No. 351316.

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, Scripps Memorial Hospital is the owner of Lot Northeastly fifteen feet of Lot 33 and all of Lots 34 and 35 Block 17, of La Jolla Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this sixth day of December, by Scripps Memorial Hospital that they will, for and in consideration of the permission granted to remove 15 Ft. feet of curbing on Prospect Street between La Jolla Blvd. and Cuvier Street, adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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.

SCRIPPS MEMORIAL HOSPITAL

By W. C. CRANDALL, Treasurer

, 464 Prospect Street, La Jolla, Calif.

STATE OF CALIFORNIA,

} ss.

County of San Diego,

On this 12th day of December, 1944, before me, Alma Bratager a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared W. C. Crandall known to me to be the Treasurer-Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

ALMA L. BRATAGER

(SEAL)

Notary Public in and for the County of San Diego,

State of California

My Commission expires Mar. 30, 1946

I HEREBY approve the form of the foregoing agreement this 14th day of December, 1944.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED DEC 20 1944 8 min. past 10 A.M. in Book 1798 at page 70 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

V 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 Scripps Memorial Hospital; being Document No. 351277.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

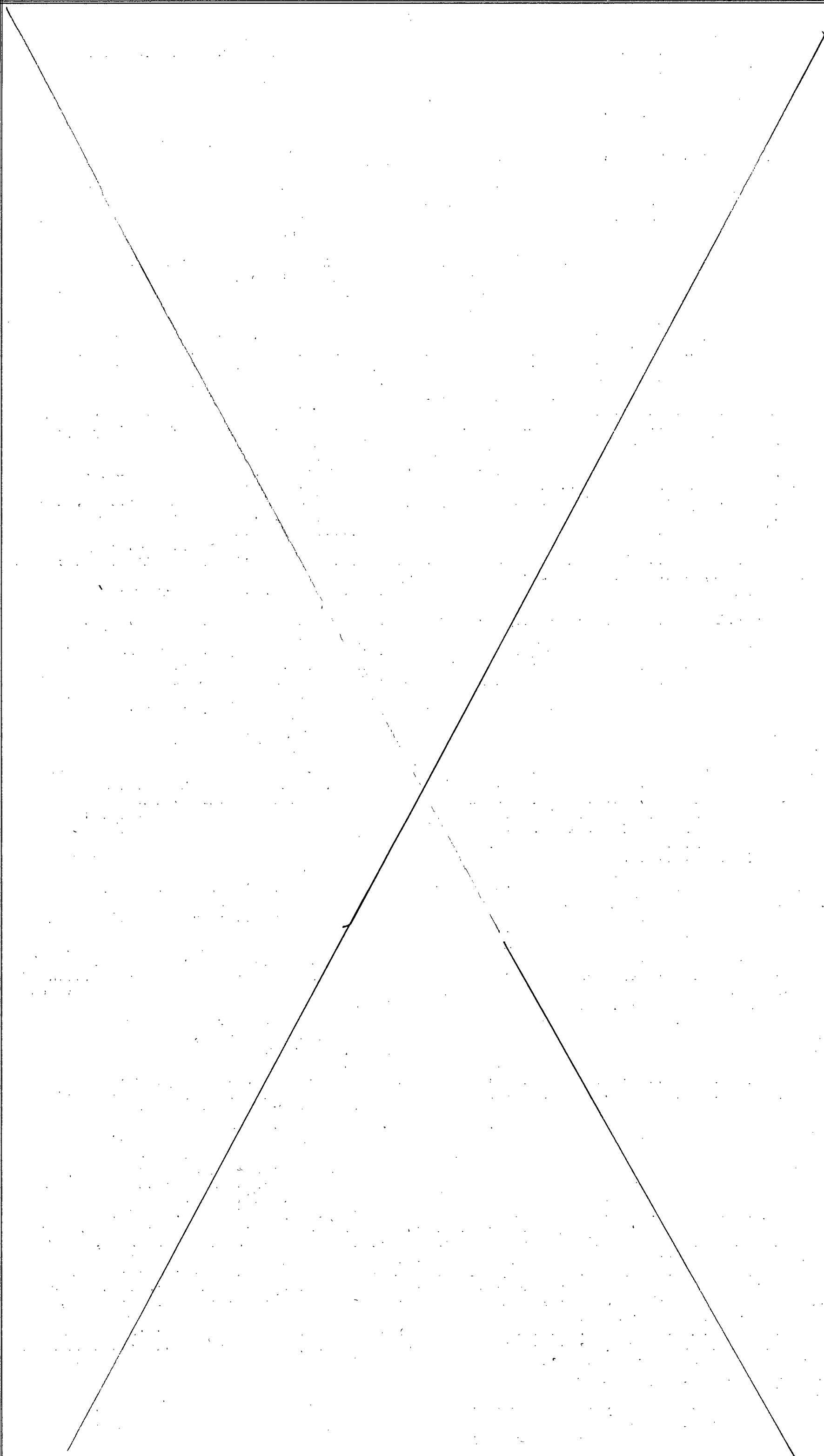
A G R E E M E N T

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

WHEREAS, J. R. Townsend Co., Inc. are the owners of Lot 4, Block 3, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of November, 1944, by J. R. Townsend Co., Inc. that they will, for and in consideration of the permission granted to remove 30 feet of curbing on State Street, East Side between B Street and C 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 our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.



(SEAL)  
J. R. TOWNSEND CO., INC.  
B. P. SMITH, Treas.

J. R. TOWNSEND CO., INC.  
W. H. ASTLER Vice-Pres.  
1143 State St., San Diego 1, Calif.

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES } ss

On this 14th day of November, in the year nineteen hundred and forty-four, A.D., before me, A. Berkouf a Notary Public in and for said County, personally appeared W. H. Astler known to me to be the Vice-President, and B. P. Smith known to me to be the Treasurer and Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation within 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) A. BERKOUF  
Notary Public in and for Los Angeles County,  
State of California

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

On this 14 day of November, A.D. Nineteen Hundred and 44, before me, A. Berkouf, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. H. Astler, Vice-President of the J. R. Townsend Co., Inc. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

My Commission expires Oct. 27, 1948

I HEREBY approve the form of the foregoing agreement this 18th day of December, 1944.

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

RECORDED DEC 20 1944 8 min. past 10 A.M. in Book 1787 at page 317 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. R. Townsend Co., Inc.; being Document No. 351315.

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 B. G. CARROLL, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE POWDER HOUSE CANYON TRUNK SEWER NO. 7, UNIT NO. 2, WHICH SAID CONTRACT IS DATED JULY 25, 1944, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 349312.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by B. G. Carroll, and which said contract is dated July 25, 1944, and is on file in the office of the City Clerk of said City as Document No. 349312, 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 December 16, 1944.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on December 19, 1944, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by B. G. Carroll. 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 set forth herein.

Dated at San Diego, California, this 19th day of December, 1944.

THE CITY OF SAN DIEGO,  
By FRED W. SICK, City Clerk (SEAL)

RESOLUTION NO. 80358

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated December 19, 1944, on file with the City Clerk, that the work performed and materials furnished by B. G. Carroll, under his contract for the construction of the Powder House Canyon Trunk Sewer No. 7, Unit No. 2, between Robinson Avenue and U.S. Naval Hospital, which contract is dated July 25, 1944, and is on file in the office of the City Clerk of said City as Document No. 349312, 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 B. G. Carroll, under his contract for the construction of the Powder House Canyon Trunk Sewer No. 7, Unit No. 2, 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 21 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.

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

Approved as

to form by J. F. DuPAUL, City Attorney,

By \_\_\_\_\_

Deputy City Attorney.



Passed and adopted by the said Council of the said City of San Diego, California, this 19th day of December 1944, by the following vote, to-wit:  
 YEAS - Councilmen: Crary, H.D. Austin, Hartley, Boud, Dail, W.W. Austin  
 NAYS - Councilmen: None  
 ABSENT-Mayor Knox

ATTEST: PAUL J. HARTLEY  
 Vice Mayor of the City of San Diego, California  
 FRED W. SICK  
 City Clerk of the City of San Diego, California  
 By AUGUST M. WADSTROM Deputy

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

(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. 80358 of the Council of the City of San Diego, California, as adopted by said Council DEC 19 1944.

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

RECORDED DEC 20 1944 8 min. past 2 P.M. in Book 1778 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.  
 RUTH HUBBARD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of contract of B. G. Carroll for Powder House Canyon Trunk Sewer No. 7 Unit No. 2; being Document No. 351322.

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

By Francisco T. Tarran Deputy

#### A G R E E M E N T HA(Cal-4092) mph 150

THIS AGREEMENT, entered into this 1st day of July, 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 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, including special telephone service, that has been provided for the Linda Vista development, together with the necessary maintenance and incidental expense, as shown on said "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, and provided, further, that the Authority will pay the sum of two hundred fourteen and 80/100 dollars (\$214.80) already expended by the City in providing said special telephone service for the period from July, 1943, to June 30, 1944;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein-after 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 expenses and expenses of special telephone service 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, and said Authority will, within thirty (30) days from the date of the execution of this agreement, pay to the City the sum of two hundred fourteen and 80/100 dollars (\$214.80), which sum has been advanced by The City of San Diego in payment of the maintenance at said fire station of a special telephone service for the said fire station.

This agreement shall be in force and effect for the period beginning on the 1st day of July, 1944, and ending on the 30th day of September, 1944, provided, however, that the same may be 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 provided further that in no event shall this agreement continue longer than September 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.

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 agreement.

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. 80148 of the Council authorizing such execution, and the United States of America has caused this instrument to be executed by the Contracting Officer executing this agreement for the Federal Public Housing Commissioner, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO  
 By WALTER W. COOPER, City Manager  
 UNITED STATES OF AMERICA  
 By LANGDON W. POST

~~For the Federal Public Housing Commissioner~~

I hereby approve the form and legality of the foregoing Agreement this 2nd day of November, 1944.

J. F. DuPAUL  
J. F. DuPaul, City Attorney

EXHIBIT A.

1 Captain at \$305.00.....	\$ 3,660.00	
1 Lieutenant at \$279.00.....	3,348.00	
2 Engineers at \$262.00.....	6,288.00	
5 Firemen at \$245.00.....	14,700.00	
	\$27,996.00	
4% for pensions.....	1,119.84	
\$2.57 per \$100 Compensation Ins.....	719.50	\$29,835.34

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 and Oils.....	95.00	
App. Upkeep; Rags, Waste, etc.....	100.00	
Building Upkeep.....	10.00	
Gas & Electricity.....	100.00	
Water.....	36.00	
Special Telephone Service.....	216.00	\$ 750.00

Total..... \$30,585.34

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Federal Public Housing Authority relative to operation of five station for Linda Vista housing project; being Document 351353.

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

By Francis T. Patten Deputy

A G R E E M E N T

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

WHEREAS, W. F. Troop is the owner of Lot Portion of Pueblo lot 242, in the City of San Diego, Located at front of #3604 Midway Drive., San Diego, California,

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th. day of December 1944, by W. L. Troop that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Midway Drive in front of #3604 Midway Drive, 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 W. L. Troop heirs 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. TROOP  
805 San Juan Place, San Diego 8 California

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

On this 19th day of December, A.D. Nineteen Hundred and Forty-four, before me, Harry K. Turner, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. L. Troop known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) HARRY K. TURNER  
Notary Public in and for the County of San Diego,  
My Commission expires April 13, 1947 State of California  
I HEREBY approve the form of the foregoing agreement this 22nd day of December, 1944.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED DEC 28 1944 50 min. past 10 A.M. in Book 1785 at page 371 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.  
KAY YOUNG  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from W. F. Troop; being Document No. 351398.

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

By Francis T. Patten Deputy

NEGOTIATED AGREEMENT  
LEASE NO. W 04-193 ENG 2121

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 508-1362-P330-05 A 0905-25 the available balance of which is sufficient to cover cost of same.

WAR DEPARTMENT Office of the Chief of Engineers  
Construction Division Real Estate Branch  
SUPPLEMENTAL AGREEMENT FOR PAYMENT IN LIEU  
OF RESTORATION OF PREMISES

THIS SUPPLEMENTAL AGREEMENT entered into this 28th day of September 1944, by and between City of San Diego, a Municipal Corporation whose address 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 THAT:

WHEREAS on 4th September 1943 a lease was entered into between the Lessor and the Government covering all that certain unimproved parcel of real property containing 80 acres located east of La Jolla Mesa Drive and north of Case 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.

for the period 4 September, 1943 to June 30, 1944 and continuing thereafter to six months from date of unlimited National Emergency as declared by President of the United States on May 27, 1941 (Proclamation 2487) subject to the conditions as set forth in Paragraph 3 of said Lease.

WHEREAS said lease will terminate on the 29th day of September, 1944:

WHEREAS the Lessor has given notice that restoration of the premises by the Government will be required:

WHEREAS it has been determined to be advantageous and in the interest of the Government to negotiate a settlement in lieu of restoration of the premises;

WHEREAS the Lessor is willing in lieu of performance by the Government of the restoration to accept the sum of Fifty Dollars (\$50.00) in consideration of the release and discharge of the Government, its officers, agents, and employees from any and all manner of actions, liability and claims for the restoration of said premises, or arising out of said lease and occupancy of the premises by the Government.

NOW, THEREFORE, in consideration of the premises, the parties hereto do mutually agree as follows:

1. That the Government shall pay to the lessor the sum of Fifty Dollars (\$50.00) representing the cost of restoration of the premises.
2. That the Lessor will, as of 30 September, 1944, assume custody and the care of the said premises, the Government thereafter being relieved from any further responsibility therefor.
3. That the Lessor hereby remises, releases, and forever discharges the Government, its officers, agents, and employees of and from any and all manner of actions, liability, and claims against the Government, its officers and agents, which the Lessor now has or ever will have for the restoration of said premises or by reason of any other matter, cause or thing whatsoever particularly arising out of said lease and the occupation by the Government of the aforesaid premises.
4. That 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, but this provision shall not be construed to extend to this agreement if made with a corporation for the general benefit.

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

WITNESS: E. LONGFELLOW  
(Address) Civic Center

CITY OF SAN DIEGO, A MUNICIPAL CORPORATION  
By: WALTER W. COOPER City Manager Lessor

THE UNITED STATES OF AMERICA  
By JOHN A. LOOMIS 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 Secretary 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)

CLOSING PHYSICAL SURVEY AND STATEMENT OF CONDITION OF PREMISES

This Survey and Statement of Condition of premises is made by the undersigned lessor and the undersigned representative of the Government in connection with the termination of Lease No. W 04-193-eng-2121.

Said leased premises have been examined and the condition thereof as of this date was found to be satisfactory except for the following listed items:

Government constructed dummy installation.  
Fill holes

This instrument is not intended to determine responsibility for the listed items but only to record the condition of the premises as of the date hereof.

Dated 28 August 1944

LESSOR: THE CITY OF SAN DIEGO, a Municipal Corporation  
By WALTER W. COOPER City Manager

By KENNETH MOULTON

Representative, Office of Division Engineer,  
Los Angeles Sub-Office Real Estate Division

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with the United States for settlement in lieu of restoration of premises leased from City on Pueblo Lot 1781; being Document No. 351441.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

UNDERTAKING FOR STREET LIGHTING

Seventh Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE 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 THIRTEEN and no/100 Dollars (\$13.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21st day of December, 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 SEVENTH AVENUE, between the south line of Crittenden Addition and the westerly prolongation of the north line of Lot 21, in Block 9, of said Addition, including the termination of said Seventh Avenue in Upas Street, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego 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 (SEAL)  
Secretary  
SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY  
Vice President in Charge of Sales  
Principal

ATTEST: (SEAL)  
THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS Attorney-in-Fact  
Surety.

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

On this 21st day of December, A.D., 1944, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL) MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State  
My Commission expires Oct. 3, 1945

I hereby approve the form of the foregoing Undertaking this 28th day of December, 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. 80310 passed and adopted on the 12th day of December, 1944, require and fix the sum of \$13.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING  
Seventh Avenue Lighting District No. 1

THIS AGREEMENT, made and entered into this 2nd day of January, 1945, 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 certain ornamental street lights located on SEVENTH AVENUE, between the south line of Crittenden Addition and the westerly prolongation of the north line of Lot 21, in Block 9, of said Addition, including the termination of said Seventh Avenue in 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, 1945, to-wit: to and including December 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 Seventh Avenue Lighting District No. 1", filed October 2, 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 Fifty-one and no/100 Dollars (\$51.00) 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 Fifty-one and no/100 Dollars (\$51.00) 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 Fifty-one and no/100 Dollars (\$51.00).

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

ATTEST: FRED W. SICK (SEAL) City Clerk  
By AUGUST M. WADSTROM, Deputy  
THE CITY OF SAN DIEGO  
By G. C. CRARY  
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 28th day of December, 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. 351458.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten 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 and no/100 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 21st day of December, 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 EIGHTH AVENUE, between the easterly prolongation of the north line of Pennsylvania Avenue and the westerly prolongation of the south line of Lot 8, Block 7, Resubdivision of the E 1/2 of Block 8, Crittenden's Addition and Block 7, La Canyada Villa Tract; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the northerly prolongation of the west line of Lot 26, in Block 8 of said resubdivision, 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 (SEAL) Secretary  
SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY  
Vice President in Charge of Sales  
Principal

ATTEST: (SEAL) THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS Attorney-in-Fact  
Surety

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

On this 21st day of December, A.D., 1944, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL) MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State  
My Commission expires Oct. 3, 1945.

I hereby approve the form of the foregoing Undertaking this 28th day of December, 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. 80311 passed and adopted on the 12th day of December, 1944, 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 2nd day of January, 1945, 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 certain ornamental street lights located on EIGHTH AVENUE, between the easterly prolongation of the north line of Pennsylvania Avenue and the westerly prolongation of the south line of Lot 8, Block 7, Resubdivision of the E 1/2 of Block 8, Crittenden's Addition and Block 7, La Canyada Villa Tract; and on PENNSYLVANIA AVENUE, between the west line of Eighth Avenue and the northerly prolongation of the west line of Lot 26, in Block 8 of said resubdivision, 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, 1945, to-wit, to and including December 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 Eighth Avenue Lighting District No. 1", filed October 2, 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 Forty and 80/100 Dollars (\$40.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Eighth Avenue Lighting District No. 1 Fund."

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

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

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

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

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

ATTEST: J. A. CANNON (SEAL)  
Secretary

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

THE CITY OF SAN DIEGO

By  
G. C. CRARY  
H. DE GRAFF AUSTIN  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. 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 28th day of December, 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. 351459.

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 A KITCHEN, DINING ROOM AND STORAGE ROOM.

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
City of San Diego

} ss

Fourth Avenue Hospital Association, Inc., owner and L. J. Wittkop, lessee, after being first duly sworn, each for himself deposes and says;

That we are the owner and lessee of the hereinafter described real property; Lots Twenty five (25) and twenty six (26) Block Sixty three (63) Subdivision E.W. Morse's Subdivision, located at 1119 - 28th Street;

That we desire to alter an existing garage with no sideyard on the north and 3 ft. on the south into a kitchen and dining room and storage rooms, to be used as part of a boarding and lodging house, with 69% coverage and have applied for a Yard Variance under Petition No. 2574, dated December 16, 1944;

That we, in consideration of approval granted by the City of San Diego to use said building as specified above by Zoning Committee Resolution No. 803, dated December 21, 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 said garage will then be vacated as a kitchen, dining room and will be converted back to its original use.

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.

LEONARD J. WITTKOP

Lessee's Name

1119 28th St

Address

FOURTH AVENUE HOSPITAL ASS. By GEORGE D.

Owner's Name

LATHAM, Pres.

4570 - Iowa

Address

On this 28th day of December A.D. Nineteen Hundred and Forty Four, before me, Wilma Wright a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George D. Latham 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.

WILMA WRIGHT

(SEAL)

Notary Public in and for the County of San Diego,

State of California

My Commission expires April 25, 1948

RECORDED JAN 4 1945 6 min. past 3 P.M. in Book 1805 at page 57 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

C. A. SCHMUCKER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Fourth Avenue Hospital Association regarding use of existing garage as a kitchen, dining room and storage room; being Document No. 351464.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tassan Deputy

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

#### REGARDING USE OF GARAGE AS A SHOE REPAIR SHOP

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of San Diego

ss

W. I. Hill and Verla C. Hill, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Twenty (20) Block Thirty Seven, Subdivision Normal Heights, located at 4608 Bancroft Street;

That we desire to maintain a shoe repair shop in an existing garage on the above described property and have applied for a Zone Variance under petition No. 2522, dated November 3, 1944;

That we, in consideration of approval granted by the City of San Diego to operate said shoe repair shop by Zoning Committee Resolution No. 787, dated December 21, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the hours of operation will be from 9:00 A.M. to 3:00 P.M. with no Sunday operations; business to be operated by ourselves with no other employee's; and that six months after hostilities in the present war cease, the garage will then be vacated as a shoe repair shop and will be converted to its original use.

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. I. HILL Owner's Name

4608 Bancroft St., San Diego, 4.

Address

VERLA C. HILL Owner's Name

4608 Bancroft 4, San Diego, Cal.

Address

On this 28th day of December A.D. Nineteen Hundred and forty four, before me, Corinne E. Nelson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. I. Hill and Verla C. Hill 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.

CORINNE E. NELSON

(SEAL)

Notary Public in and for the County of San Diego,

State of California

My Commission expires Jan. 29, 1946

RECORDED JAN 4 1945 6 min. past 3 P.M. in Book 1805 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.

C. A. SCHMUCKER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with W. I. and Verla C. Hill regarding use of garage as a shoe repair shop; being Document No. 351487.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tassan Deputy

KNOW ALL MEN BY THESE PRESENTS, That MISSION PIPE & SUPPLY COMPANY, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under 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 EIGHTY-FIVE and no/100 Dollars (\$1085.00), lawful money of the United States of 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 December, 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: 13 - 16" Rich gate valves, in accordance with the specifications referred to in said contract price therein set forth.

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

ATTEST: ARTHUR F. H. WRIGHT, Sec'y.

MISSION PIPE & SUPPLY COMPANY (SEAL)  
PAUL O. VANCE, Pres.

Principal  
HARTFORD ACCIDENT AND INDEMNITY COMPANY  
GEO. H. MURCH, Attorney in Fact  
Sureties (SEAL)

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 26th day of December, 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 foregoing Bond this 27th day of December, 1944.

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

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 28th day of December, 1944.

F. A. RHODES,

Acting City Manager

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 26th day of December, 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 MISSION PIPE & SUPPLY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 13 - 16" Rich #200 Hub End Horizontal Gate Valves, with indicator and Standard By-pass, bevel geared with extended gear cover and grease case, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350905.

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

13 - 16" Rich gate valves @ \$333.72 ea. \$4,338.36

Said price includes the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

Four Thousand Three Hundred Thirty-eight and 36/100 Dollars (\$4,338.36), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City. 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, 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. 80317 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

MISSION PIPE & SUPPLY COMPANY (SEAL)

PAUL O. VANCE, Pres.

Contractor

ATTEST: ARTHUR F. H. WRIGHT Sec'y.

I hereby approve the form and legality of the foregoing contract this 27th day of December, 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 Mission Pipe & Supply Company for furnishing thirteen 16" Rich gate valves; being Document No. 351489.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SMITH-BOOTH USHER COMPANY, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND ONE HUNDRED TWENTY-ONE DOLLARS (\$1121.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of December, 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:

1 - International TD-9 Tractor with Bucyrus-Erie Bulldozer in accordance with the plans and specifications referred to in said contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform all the terms and conditions of the said contract including the delivery of the said International TD-9 Tractor with Bucyrus-Erie Bulldozer, within five (5) weeks from the date of execution of the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SMITH-BOOTH USHER COMPANY (SEAL)

C. E. BAKER Pres.

Principal

GLOBE INDEMNITY COMPANY (SEAL)

By: M. T. LOGAN

Sureties

STATE OF CALIFORNIA

County of Los Angeles

ss.

On this 27th day of December in the year 1944, before me, L. Hollingshead, a Notary Public in and for the County and State aforesaid, personally appeared M. T. Logan known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of Globe Indemnity Company and acknowledged to me that he subscribed the name of the said Company thereto as surety and his own name as Attorney-in-Fact.

L. HOLLINGSHEAD

(SEAL) Notary Public in and for said County and State

My Commission expires May 14, 1948

I HEREBY APPROVE the form of the foregoing Bond this 30th day of October, 1944.

J. F. DuPAUL, City Attorney

By BERTRAND L. COMPARET

Deputy City Attorney

The premium charged for this bond is \$5.61 dollars for the term thereof.

I HEREBY APPROVE the foregoing Bond this 28th day of Dec. 1944.

F. A. RHODES

Acting City Manager

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 27th day of December, 1944, by and between THE CITY OF SAN DIEGO, a municipal corpora-



tion in the County of San Diego, State of California; the party of the first part, and hereinafter sometimes designated as the City, and SMITH-BOOTH USHER COMPANY; party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - International Model TD-9 standard 44" tread Diesel tractor, with Bucyrus-Erie hydraulic controlled bulldozer, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 350239. Shipment four to five weeks after receipt of priority.

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

1 - International tractor with Bucyrus-Erie bulldozer.....	\$4460.00
Less 2% discount, payment 30 days.....	89.20
	<u>\$4370.80</u>
Plus 2-1/2% California State Sales Tax.....	109.27
	<u>\$4480.07</u>

Said contractor agrees to complete said delivery on or before the \_\_\_\_\_ day of \_\_\_\_\_ 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 Four Hundred Eighty and 07/100 Dollars (\$4480.07),

said payments to be made as follows:

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, final payment will be made, at such time, and in such manner as provided by law, of any balance due.

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. 80126 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES.

Acting City Manager

SMITH-BOOTH USHER COMPANY (SEAL)

C. E. BAKER Pres.

Contractor

ATTEST: F. B. WHITTAM, Sec'y

I hereby approve the form and legality of the foregoing contract this 28th day of December, 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 Smith-Booth Usher Company for furnishing one International TD-9 Tractor with bulldozer; being Document No. 351490.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

SURRENDER OF LEASE

The undersigned, RYAN AERONAUTICAL COMPANY, a corporation, hereby surrenders to THE CITY OF SAN DIEGO that certain lease dated April 1, 1941, bearing Document No. 327876, in the files of the City Clerk of The City of San Diego, for the term beginning April 1, 1941, and ending March 31, 1966, which surrender is effective immediately upon the signing of these presents.

IN WITNESS WHEREOF, Ryan Aeronautical 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 14th day of August, 1944.

RYAN AERONAUTICAL COMPANY

By G. C. WOODARD, Vice President

(SEAL)

ATTEST: J. C. NOAKES, Assistant Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Surrender of Lease from Ryan Aeronautical Company; being Document No. 351564.

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 and operation of a place for the manufacture and sale of cement products

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of San Diego

ss.

Albert and Virginia Harutuian, owner and Will Ramsey, lessee, after being first duly sworn, each for himself deposes and says;

That we are the owner and lessee of the hereinafter described real property; Lots Seventeen (17) to Twenty (20) inclusive Block Two hundred twenty two (222) Subdivision Pacific Beach, located at Southwest corner of Garnet and Everts Streets;

That we desire to build and operate a place for the manufacture and sale of cement products and have applied for a Zone Variance under petition No. 2496, dated October 19, 1944.

That we, in consideration of approval granted by the City of San Diego to build and operate such a place by Zoning Committee Resolution No. 797, dated December 22, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the property will be cleaned up, fences rebuilt in a neat and improved manner; plant hedge or planting screen along Everts Street and at the rear of the pottery display area adjacent to Garnet Street; such hedge or planting screen shall be nursery stock, minimum of 3 ft. high, so spaced as to provide within 18 months an effective screen for the activities in the rear of the property; all to be in accordance with the plan on file in the Planning Department Office; if above work is completed within a period of 90 days from date of the resolution, the variance above shall be for a period of three (3) years from the date of the resolution; all equipment to be electrically operated; operations confined to daylight hours; no Sunday operation; concrete mixer shall not be larger than one, two sack mixer and that all material and stock be kept within 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.

W. L. RAMSEY Lessee's Name

VIRGINIA HARUTUIAN

A. HARUTUIAN Owner's Name

4984 Cass St. San Diego (9)

HER (X) MARK Owner's Name

1440 Garnet Ave.

Address

E. G. ANDERSON Witness

Address

MARY GAINES RENNEKER Witness

Address

On this 3d day of January A.D. Nineteen Hundred and Forty-five, before me, Mary Gaines Renneker a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Albert Harutuian and Virginia Harutuian & Will Ramsey 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.

MARY GAINES RENNEKER

(SEAL)

Notary Public in and for the County of San Diego,

My Commission expires Jan. 20, 1948

State of California

RECORDED JAN 11 1945 45 min. past 10 A.M. in Book 1779 at page 459 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 Albert and Virginia Harutuian and Will Ramsey regarding construction and operation of a place for cement products manufacture and sale; being Document No. 351571.

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 portion of residence as a beauty parlor

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of San Diego

ss

C. E. Barrett and Verda Ruth Barrett, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Twenty five (25) and Twenty six (26) Block Seven (7) Subdivision Pauly's Addition, located at 3705 Louisiana Street;

That we desire to use a portion of the residence on the above described property as a beauty parlor and have applied for a Zone Variance under Petition No. 2540, dated November

20, 1944;

That we, in consideration of approval granted by the City of San Diego to use said portion of building as a beauty shop by Zoning Committee Resolution No. 807, dated December 29, 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 then discontinue the beauty shop; no employee's;

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.

C. E. BARRETT, Owner's Name  
3705 Louisiana Address

VERDA RUTH BARRETT, Owner's Name  
3705 Louisiana Address

On this 3 day of January A.D. Nineteen Hundred and forty five, before me, Wm. G. Dilts a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. E. Barrett & Verda Ruth Barrett 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.

WM. G. DILTS

(SEAL)

Notary Public in and for the County of San Diego,

My Commission expires June 10, 1948

State of California

RECORDED JAN 11 1945 45 min. past 10 A.M. in Book 1792 at page 433 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

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 C. E. Barrett and Verda Ruth Barrett regarding use of portion of residence as beauty parlor; being Document No. 351577.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

U.S.G. CO. BOND #1459530

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE AND FOUNDRY COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE THOUSAND SIX HUNDRED SEVENTY-FIVE and no/100 Dollars (\$9,675.00), lawful money of the United States of 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 December, 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. San Diego: 8625 feet of 16" cast iron pipe and various cement lined cast iron fittings, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: H. A. HOOVER  
Asst. Secy.

UNITED STATES PIPE AND FOUNDRY COMPANY  
by D. B. STOKES V. P. (SEAL)

Principal

UNITED STATES GUARANTEE COMPANY  
By ANNA GIBSON Attorney in Fact

Surety (SEAL)

STATE OF CALIFORNIA  
City and County of  
San Francisco

ss.

On this 29th day of December, in the year nineteen hundred and forty-four, A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared Anna Gibson, known to me to be the Attorney in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

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

IRENE MURPHY

(SEAL)

Notary Public in and for the City and County of

My Commission expires Mar 10 1946

San Francisco, State of California

I HEREBY APPROVE the form of the foregoing Bond this 3rd day of January, 1945.

J. F. DuPAUL, City Attorney,

By J. H. MCKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 4th day of Jan., 1945.

F. A. RHODES,

Acting City Manager

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29th day of December, 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 UNITED STATES PIPE AND FOUNDRY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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



- covenants and agrees to and with said City to furnish and deliver to said City:
- 8,625 lineal feet of 16" Class 150 Super deLavaud, centrifugally cast, B&S, cast iron pipe, 18' lengths, made to conform with Federal Specification WW-P-421, Type I, and lined inside with U. S. special seal coated cement lining;
  - 2 - 16" x 16" all-bell crosses
  - 3 - 16" x 12" " " "
  - 1 - 16" x 10" " " "
  - 8 - 16" x 8" " " "
  - 3 - 16" x 12" x 16" all-bell tees
  - 3 - 16" x 16" x 6" bell x bell x flg'd tees
  - 4 - 16" x 16" x 8" bell x bell x flg'd blow-off branches
  - 1 - 16" x 16" x 6" " " "
  - 2 - 16" all-bell 45° (1/8) bends
  - 4 - 16" all-bell 22-1/2° (1/16) bends
  - 2 - 16" all-bell 11-1/4" (1/32) bends
  - 2 - 16" x 16" x 16" all-bell, Type II wye branches
  - 1 - 24" x 16" B&S Reducer, S.E.B.
  - 1 - 16" x 8" SxS Reducer
  - 1 - 16" x 6" " " "
  - 7 - 16" x 6" all-bell crosses
  - 2 - 8" x 1'4" flg'd x spgt. adapters
  - 2 - 6" x 1'4".....ditto.....
  - 5 - 16" C/I solid sleeves, 15" long
  - 14- 6" C/I solid plugs.

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350905.

Shipment of fittings will be from Chattanooga, Tennessee, with the pipe; pipe to be shipped from Bessemer, Alabama.

Contractor will make shipment within 12 to 14 weeks after date of contract and receipt of preference rating certification. In event a rating higher than AA-3 is furnished by the City, then contractor will be able to make faster delivery.

All shipping and/or delivery promises are quoted subject to governmental regulations and control.

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

	Unit Price	
8,625' - 16" Class 150 cast iron pipe @	\$ 2.81/ft.	\$24,236.25
2 - 16"x16" all-bell crosses	\$ 75.54	151.08
3 - 16"x12" ditto	62.58	187.74
1 - 16"x10" ditto	61.14	61.14
8 - 16"x8" ditto	56.28	450.24
3 - 16"x16"x16" all-bell tees	58.14	174.42
3 - 16"x16"x6" bell x bell x flg'd tees	60.88	182.64
4 - 16"x16"x8" bell x bell x flg'd blow-off branches	48.96	195.84
1 - 16"x16"x6" ditto	47.60	47.60
2 - 16" all-bell 45° (1/8) bends	36.72	73.44
4 - 16" all-bell 22-1/2° (1/16) bends	36.72	146.88
2 - 16" all-bell 11-1/4° (1/32) bends	41.88	83.76
2 - 16"x16"x16" all-bell, Type II wye branches	97.51	195.02
1 - 24"x16" B&S Reducer, S.E.B.	50.28	50.28
1 - 16"x8" SxS Reducer	18.24	18.24
1 - 16"x6" ditto	16.68	16.68
7 - 16"x6" all-bell crosses	52.74	369.18
2 - 8"x1'4" flg'd x spgt. adapters	7.20	14.40
2 - 6"x1'4" ditto	4.96	9.92
5 - 16" C/I solid sleeves, 15" long	16.78	83.90
14- 6" C/I solid plugs	.77	10.78
		\$26,759.43
Plus California State Sales Tax.....		668.99
Freight (at \$1.10/cwt.):		
Total pipe, 983,768#	\$10,821.45	
Total fittings, 40,628#	\$ 446.91	
		11,268.36
		\$38,696.78

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: Thirty-eight Thousand Six Hundred Ninety-six and 78/100 Dollars (\$38,696.78), including freight and 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, 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, 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. 80318 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

UNITED STATE PIPE AND FOUNDRY COMPANY

by D. B. STOKES V.P.

Contractor (SEAL)

ATTEST: H. A. HOOVER Asst. Secty.

I hereby approve the form and legality of the foregoing contract this 3rd day of January, 1945.

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 United States Pipe and Foundry Company for cast iron pipe and fittings; being Document No. 351597.

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 residence as a Rest Home for Sixteen (16) patients.

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

Mrs. Thomas Holland, owner and Mrs. Charles Craine, buyer, after being first duly sworn, each for himself deposes and says;

That we are the owner and the prospective buyer of the hereinafter described real property; Lots Thirteen (13) and Fourteen (14) Block Thirty Seven (37) Subdivision City Heights, located at 4043 - 37th Street;

That we desire to operate a Rest Home with sixteen (16) patients on the above described property and have applied for a Zone Variance under application No. 2546, dated November 21, 1944;

That we, in consideration of approval granted by the City of San Diego to operate said Rest Home by Zoning Committee Resolution No. 788, dated December 21, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will obtain approval from the Building Inspector, Health Department and Fire Marshal, and that six months after hostilities in the present war cease we will then vacate the residence as a Rest Home and will convert it to comply with the then existing Zoning Ordinance.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

PEARL EATON CRAINE Buyer's Name

Bx 715 El Cajon Calif. Address

PATTIE WILHITE HOLLAND owner's name

4845 Auburn Dr. Address

On this 2nd day of January A.D. Nineteen Hundred and Forty-five, before me, the undersigned a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Pearl Eaton Craine & Pattie Wilhite Holland 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) 1569

ELIZABETH LA RUE

Notary Public in and for the County of San Diego,

State of California

RECORDED JAN 11 1945 45 min. past 10 A.M. in Book 1801 at page 224 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

E. BAEPLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement regarding use of residence as a rest home; being Document No. 351600.

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 5th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, acting by and through the City Manager of said City, under and by virtue of the authority conferred by Ordinance No. 2917 (New Series) of the ordinances of said City, authorizing the execution of this lease, and the STAR & CRESCENT OIL COMPANY, a corporation, hereinafter designated as the Lessee, WITNESSETH:

That the said City does by these presents demise and lease unto the said Lessee, subject to the reservations and conditions hereinafter contained, the following described property situated in the City of San Diego, County of San Diego, State of California, more particularly described as follows, to-wit:

A portion of Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego, particularly described as follows:

That certain tract or parcel of land within Pueblo Lot 1311 of the Pueblo Lands of The City of San Diego, California, bounded on the easterly side by the westerly line of Pacific Highway, on the westerly side by the easterly line of Torrey Pines Road, and on the southerly side by the northerly line of Miramar Road; (excepting all improvements now existing on said land); (subject to restrictions and conditions of record);

for a period of five (5) years, beginning on the first day of March, 1945, to and including the 28th day of February, 1950, at a rental of One Hundred Fifty Dollars (\$150.00) per month, payable in advance on the first day of each and every month during said term.

It is agreed by and between the parties hereto that the above described land is leased to said Lessee for the purpose of the maintenance and operation thereon of a gas and oil service station, garage and lunch room, and for no other purpose or purposes.

It is further agreed that said Lessee shall have the right to construct such improvements on said land as may be necessary for the maintenance and operation of the business hereinabove described; and it is further agreed that existing improvements and all improvements placed upon the land during the term of this lease, excepting trees, shrubbery, etc., may be removed by said Lessee, at its own cost and expense, at the expiration of this lease.

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

And it is further agreed that if said land is used for any other purpose than as herein specified, or if any rent shall be due and unpaid, or any default shall be made in any of the covenants herein contained, then it shall be lawful for the said City to re-enter said premises and remove all persons therefrom.

Said Lessee does hereby covenant, promise and agree to pay said City the said rent, in the manner hereinabove provided, and to perform the covenants herein contained, and at the expiration of said term the said Lessee will peaceably and quietly surrender the possession of said premises, to The City of San Diego, in as good state and condition as reasonable use thereof will permit.

Said City does hereby covenant, promise and agree that said Lessee, paying said rent and performing the covenants aforesaid, shall and may peaceably have, hold and enjoy the said premises, for the term aforesaid.

IN WITNESS WHEREOF, the City Manager of said City has hereunto subscribed his name, for and on behalf of said City, and the 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

By F. A. RHODES

Acting City Manager

STAR & CRESCENT OIL COMPANY, Lessee

By O. J. HALL

(SEAL)

ATTEST: RAY W. PATRICK

Ass't. Secy.

I HEREBY APPROVE the form of the foregoing Lease this 5th day of January, 1945.

J. F. DuPAUL, City Attorney,

By J. H. MCKINNEY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease to Star & Crescent Oil Company; being Document No. 351615.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten 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 SEVEN HUNDRED EIGHT and no/100 Dollars (\$708.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 3rd day of January, 1945.

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, in the City of San Diego, California, 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.



ATTEST: J. A. CANNON Secretary

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

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

THE CENTURY INDEMNITY COMPANY (SEAL)  
By F. S. BOWERS Attorney-in-Fact  
Surety

STATE OF CALIFORNIA, )

ss.

County of San Diego. )

On this 3rd day of January, A.D., 1945, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL)

MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State

My Commission expires Oct. 3, 1945

I hereby approve the form of the foregoing Undertaking this 8th day of January, 1945.

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. 80340 passed and adopted on the 19th day of December, 1944, require and fix the sum of \$708.00 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

Pacific Highway Lighting District No. 1

THIS AGREEMENT, made and entered into this 9th day of January, 1945, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

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

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit: Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of certain ornamental street lights located on or along PACIFIC HIGHWAY, in the City of San Diego, California, 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, 1944, to-wit, to and including November 4, 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 Pacific Highway Lighting District No. 1", filed September 7, 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 Thousand Eight Hundred Thirty and 80/100 Dollars (\$2,830.80) 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 "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 Eight Hundred Thirty and 80/100 Dollars (\$2,830.80), 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 Eight Hundred Thirty and 80/100 Dollars (\$2,830.80).

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

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

ATTEST: J. A. CANNON  
Secretary

(SEAL)

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

(SEAL)

THE CITY OF SAN DIEGO  
By G. C. CRARY  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. 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 8th day of January, 1945.  
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. 351616.  
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 a non-conforming store building.  
Regarding use of 2nd floor as living quarters and ground floor portion for storage.

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

Fred Ellis, after being first duly sworn, for himself deposes and says;  
That I am the owner of the hereinafter described real property; Lots Forty seven and Forty eight (47 & 48) (the Sly one hundred feet) (Sly 100 ft.) Block 131 1/2 Subdivision Central Park Addition, Annex #1, located at 3202 "K" Street;  
That I desire to construct an addition to a non-conforming store building, using the 2nd floor for living quarters and storage space below, and have applied for a zone variance under petition No. 2503, dated October 23, 1944;  
That I, in consideration of approval granted by the City of San Diego to make said addition by Zoning Committee Resolution No. 779, dated December 7, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that all cases, boxes, stock and other materials will be kept within the building 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.

FRED ELLIS  
3203 K. St.

On this 8 day of January A.D. Nineteen Hundred and Forty-five, before me, Bessie Smith a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred 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 San Diego Calif. County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) BESSIE SMITH  
Notary Public in and for the County of San Diego,  
My Commission expires Mar. 10, 1948 State of California  
RECORDED JAN 11 1945 45 min. past 10 A.M. in Book 1794 at page 317 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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 Fred Ellis regarding addition to and use of non-conforming store building; being Document No. 351639.

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 \$1600 worth of repairs to a non-conforming building

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

Gioavanni Marchetti and Giuseppe Giughello, after being first duly sworn, each for himself deposes and says;  
That we are the owners of the hereinafter described real property; Lots G and G Block Thirty (30) Subdivision Horton's Addition, located at 1046 Broadway;  
That we desire to make approximately \$1600 worth of repairs to a rooming house on the above described property and have applied to the Zoning Committee for a zone variance under petition No. 2576, dated December 19, 1944;  
That we, in consideration of approval granted by the City of San Diego to make said repairs by Zoning Committee Resolution No. 814, dated January 4, 1945; 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 building will then be vacated and will no longer be used as a rooming house;  
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.

GIUSEPPE GIUGHELLO Owner's Name GIOAVANNI MARCHETTI Owner's Name  
1156 - 11 - St San Diego Address 1156 - 11th San Diego Address

On this 8 day of January A.D. Nineteen Hundred and forty five, before me, Joseph Zung a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gioavanni Marchetti & Giuseppe Giughello 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) JOSEPH ZUNG  
Notary Public in and for the County of San Diego,  
My Commission expires Dec. 30, 1946 State of California  
RECORDED JAN 11 1945 45 min. past 10 A.M. in Book 1779 at page 450 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
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 Gioavanni Marchetti and Giuseppe Giughello regarding construction of re-  
pairs to a non-conforming building; being Document No. 351660.

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 existing cleaning &  
dyeing plant

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

George L. Hawkins and Mary Jane Hawkins, after being first duly sworn, each for him-  
self deposes and says;

That we are the owners of the hereinafter described real property; Lots Twenty three  
(23) and Twenty four (24) Block One hundred ninety six (196) Subdivision University Heights,  
located at 2002 University Avenue;

That we desire to make an addition to an existing cleaning and dyeing plant on the  
above described property; we have applied for a zone variance under petition No. 2527,  
dated November 9, 1944.

That we, in consideration of approval granted by the City of San Diego to make said  
addition by Zoning Committee Resolution No. 808, dated January 4, 1945; do hereby covenant  
and agree to and with said City of San Diego, a Municipal Corporation, that hours of  
operation will be from 6:00 AM to 8:00 PM; no Sunday operations; maximum number of employees  
eighteen (18);

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 con-  
veyed 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.

GEO. L. HAWKINS Owner's Name  
4867 Monroe Ave 5 Address

MARY JANE HAWKINS Owner's Name  
4867 Monroe, San Diego Address

On this 8th day of Jan. A.D. Nineteen Hundred and Forty Five, before me, Emory Skaggs  
a Notary Public in and for said County, residing therein, duly commissioned and sworn,  
personally appeared Geo. L. Hawkins & Mary Jane Hawkins 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 \_\_\_\_\_ County of San Diego, State of California, the day and year in this certifi-  
cate 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 JAN 11 1945 45 min. past 10 A.M. in Book 1807 at page 78 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Agreement from George L. and Mary Jane Hawkins regarding construction of addition to clean-  
ing and dying plant; being Document No. 351667.

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

By Francis T. Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS  
FURNISHED BY B. G. CARROLL, UNDER HIS CONTRACT FOR THE INSTALLATION OF  
TWO CULVERTS IN CONNECTION WITH THE IMPROVEMENT OF A PORTION OF JACKDAW  
STREET, NEAR WASHINGTON STREET, AND A PORTION OF DOUGLASS STREET AT  
INGALLS STREET AND A PUBLIC RIGHT OF WAY, IN THE CITY OF SAN DIEGO,  
CALIFORNIA, WHICH SAID CONTRACT IS DATED NOVEMBER 28, 1944, AND IS ON  
FILE IN THE OFFICE OF THE CITY CLERK OF SAID CITY AS DOCUMENT NO. 351049.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials  
furnished by B. G. Carroll, for the installation of two culverts in connection with the  
improvement of a portion of Jackdaw Street, near Washington Street, and a portion of  
Douglass Street at Ingalls Street and a public right of way, in The City of San Diego,  
California, under his contract with said City, dated November 28, 1944, and which contract  
is on file in the office of the City Clerk of said City as Document No. 351049, 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 January 4, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on January 9, 1945,  
by resolution duly and regularly passed and adopted, officially accepted said work per-  
formed and materials furnished by B. G. Carroll. 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 9th day of January, 1945.

THE CITY OF SAN DIEGO

(SEAL)

By FRED W. SICK

City Clerk

RESOLUTION NO. 80443

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated January 8, 1945, on file with the City Clerk, that the work performed and materials furnished by B. G. Carroll under his contract with the City for the installation of two culverts in connection with the improvement of a portion of Jackdaw Street, near Washington Street, and a portion of Douglass Street at Ingalls Street and a Public Right of Way, in The City of San Diego, California, and which contract is on file in the office of the City Clerk of said City as Document No. 351049, 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 B. G. Carroll under his contract for the installation of two culverts in connection with the improvement of a portion of Jackdaw Street, near Washington Street, and a portion of Douglass Street at Ingalls Street, and a Public Right of Way, 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 9th day of January, 1945, by the following vote, to-wit:

YEAS - Councilmen: Crary, Hartley, Boud, Dail, Austin

NAYS - Councilmen: None

ABSENT-Mayor Knox

ATTEST: PAUL J. HARTLEY

Vice Mayor of the City of San Diego, California

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM,

Deputy

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

FRED W. SICK

(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. 80443 of the Council of the City of San Diego, California, as adopted by said Council JAN 9 1945

FRED W. SICK City Clerk

By AUGUST M. WADSTROM

Deputy

RECORDED JAN 9 1945 4 P.M. in Book 1806 at page 127 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. 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 Notice of Completion & Acceptance of vulverts in Jackdaw and Ingalls Streets, by B. G. Carroll; being Document No. 351670:

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

HA(CAL-4251)cph 114

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND

THE CITY OF SAN DIEGO FOR THE INSTALLATION OF STREET LIGHTS

This contract made and entered into this 27th day of December, 1944, between the United States of America, 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 has constructed and is now operating and managing certain war housing projects in the City of San Diego identified as Project No. CAL-4251, Chesterton and Project No. CAL-4256, being unit "D" of Linda Vista; and

WHEREAS, it is necessary and desirable that 54 - 400 c.p. suspension type street lights be installed in Project No. CAL-4251 and 28 - 400 c.p. suspension type street lights be installed in Project No. CAL-4256; and

WHEREAS, as a matter of crime prevention and detection, safety to person and property, and for other social reasons, the City is willing to enter into an agreement with the San Diego Gas and Electric Company (hereinafter called the "Utility"), covering the installation of said lights and to pay the usual monthly electric rates therefor to the Utility, provided the Government will indemnify the City against any charge imposed upon it by the Utility to cover the installation and removal charges for lines and appliances to be installed with respect to said street lights in Project No. CAL-4251 and in Project No. CAL-4256.

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

1. Immediately upon execution of this contract, the City will order the Utility to install (a) 54 - 400 c.p. suspension type street lights in Project CAL-4251 in the locations set forth on the drawing marked "Exhibit A" which is attached hereto and made a part of this agreement, and (b) 28 - 400 c.p. suspension type street lights in Project No. CAL-4256 in the locations set forth on drawing marked "Exhibit B" which is attached hereto and made a part of the agreement, all of which lights are to burn from dusk to dawn.

2. In case the above described street lights should be ordered removed because of the abandonment, demolition, or termination of the projects during the first year of service, the Government agrees to pay to the City the cost of installing and removing lines and appliances which the City has caused to be installed to render this street lighting service. In the event said street lights should be removed during the second or third year, the Government agrees to pay to the City the cost of installation and removal less 1/24 of the total amount set forth below for each month that service is continued beyond the first year. For the purpose of this contract, the agreed net cost of installing and removing lines and appliances necessary to serve the street lights for Project No. CAL-4251 is Five Thousand Five Hundred Ninety-One and 11/100 Dollars (\$5,591.11), and the agreed net cost of installing and removing lines and appliances necessary to serve street lights for Project CAL-4256 is agreed to be Two Thousand Four Hundred Seventy-Seven and 19/100 Dollars (\$2,477.19) or an agreed total net cost for both projects of Eight Thousand Sixty Eight and 30/100 Dollars (\$8,068.30).

3. 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.

4. 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 Contractor shall include the foregoing provision in all sub-contracts 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 ARTHUR B. JARVIS

For the Federal Public Housing Commissioner

Finance and Accounts Region 10 funds available JAN 6 1945

MB

For A. S. Osten Regional Accountant

THE CITY OF SAN DIEGO

By F. A. RHODES

(Title) Actg City Manager

ATTEST: FRED W. SICK

(Title) City Clerk (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between the City of San Diego and Federal Public Housing Authority for installation of overhead street lights in Chesterton and Linda Vista; being Document No. 351716.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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. HYNUM, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and 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.....North and south side of University Avenue, from the east side of 28th Street to the west side of 48th Street; from the north and south side of Wightman Street, from Kansas Street to Ray Street; both sides of Ray Street, from Wightman Street to University Avenue; both sides of 30th Street, from El Cajon Avenue to University Avenue; and the south side of El Cajon Avenue, from Kansas Street to 30th Street.  
Tuesday.....Both sides of Cooper Street to the canyons on the south, from the east side of Boundary Street to the canyons on the east; from the west side of Boundary Street to the canyons on the west; from Cooper Street to the canyon on the south.  
Wednesday.....The east side of 6th Avenue to the west side of 10th Avenue, from the north side of Robinson Avenue to the Canyons on the north; the east side of 10th Avenue to the west side of Richmond Street, from the north side of Essex Street to the south side of Lincoln Avenue; from the junction of Lincoln Avenue and Maryland Street to the canyons on the west; from the north side of Lincoln Avenue to the canyons on the north.  
Thursday.....Route the same as on Monday.  
Friday.....The east side of 19th Street to the west side of 26th Street, from the north side of Imperial Avenue to the south side of Market Street.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

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 nor 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 over.....	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 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.	

(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. 80404 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 F. A. RHODES  
Acting City Manager  
FRANK A. HYNUM,  
Contractor.

I hereby approve the form and legality of the foregoing Contract this 11th day of January, 1945.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER.

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00  
Dated JAN 1st 1945  
J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California  
To be paid out of GENERAL GC 272  
Memo F. HYNUM Rubbish collection contract.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with F. Hynum for collection and removal of City refuse; being Document No. 351717.

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 11th day of January, 1945, by and between 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 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Two Hundred Dollars (\$1,200.00) per month, to-wit:

<u>Collection Day</u>	<u>Area or District of Collection</u>
Monday through Friday.....	DOWNTOWN AREA, both sides of "G" Street and Market Street, from 2nd Avenue to 8th Avenue.
Monday.....	East side of Euclid Avenue to all of 54th Street, from north side of Thorn Street to south side of Monroe Avenue; both sides of Euclid Avenue to all of 54th Street, junction of Home Avenue and Euclid Avenue to Thorn Street.
Tuesday.....	East side of 28th Street to west side of 30th Street, from south side of Maple Street to south side of Upas Street; east side of 30th Street to can- yons on the east, from the north side of Quince Street to the canyons on the south.
Wednesday.....	North side of Tyler Avenue to south side of Meade Avenue, from west side of Park and Normal Street to the canyons on the west; the north side of Meade Avenue to the south side of Monroe Avenue, from the west side of Park Boule- vard to the canyons on the west.
Thursday.....	6th Avenue to all of 4th Avenue, from the north side of Maple Street to the south side of Spruce Street; Albatross Street to 4th Avenue, from the north side of Maple Street to the canyons on the north.
Friday.....	East side of 28th Street to west side of 32nd Street, from south side of Imperial Avenue to the bay.
Saturday.....	East side of 1st Avenue to 6th Avenue, from north side of Hawthorn Street to the south side of Maple Street.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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 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, 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 know- ingly employ or cause or allow to be employed upon any of the work provided in this con- tract 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 pro- visions 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 pentlay 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 Two 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. 80411 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 F. A. RHODES  
Acting City Manager  
EDWIN J. SNORE  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of January, 1945.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,600.00

Dated JAN. 1st 1945

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo RUBBISH COLLECTION CONTRACT

EDWIN J. SNORE

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. 351718.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and A. ARNETT, 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 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 through

Thursday..... DOWNTOWN AREA, east side of 6th Avenue, from "A" Street to Market Street; the west side of 6th Avenue, from "A" Street to "C" Street.

Every Monday.. East side of Van Dyke Avenue to west side of Highland Avenue, from the south side of University Avenue to the canyons on the south.

First and Third Mondays - Lexington Park.

Second and Fourth Mondays - All the territory east of College Way within the City limits.

Tuesday..... West side of 30th Street, to Balboa Park on the west, from the north side of Kalmia Street to both sides of Maple Court; east side of 30th Street to west side of 33rd Street, from the north side of Kalmia Street to the south side of Palm Street; east side of 33rd Street to both sides of Boundary Street, from both sides of Nutmeg Street and Cooper Street, to the south side of Palm Street.

Wednesday..... North side of Robinson Avenue to south side of Lincoln Avenue, from the west side of Balboa Park to the east side of Richmond Street; north side of Lincoln Avenue to south side of Tyler Avenue and Polk Avenue, from west side of Polk Avenue to all of Maryland Street; north side of Polk Avenue to junction of El Cajon Blvd & Normal Street, from the west side of Park Boulevard to all of Normal Street.

Thursday..... Both sides of Union Street to the bay, from the north side of Laurel Street to the south side of Chalmers Street.

Friday..... East side of 12th Avenue to west side of 19th Street, from the north side of Imperial Avenue to south side of Market Street.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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 (\$1,050.00) 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. 80415 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 F. A. RHODES  
Acting City Manager  
ANDREW ARNETT  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of January, 1945.

J. F. DuPaul, City Attorney,  
By J. H. MCKINNEY  
Deputy City Attorney

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby



further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00

Dated JAN. 1st 1945

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California  
To be paid out of GENERAL GC 272

Memo A. ARNETT rubbish collection contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with A. Arnett for collection and removal of City refuse; being Document No. 351719.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City," and LeROY SIMMS, 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 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>Area or District of Collection</u>
Monday, Tuesday,	Wednesday and Friday-DOWNTOWN AREA, east side of 7th Avenue, from "A" Street to Market Street.
Monday....	East side of 50th Street to west side Dawson Avenue; north side of Monroe Avenue to the canyons on the north; east side of Dawson Avenue to west side of 54th Street; north side of El Cajon Avenue to the canyons on the north; east side of 54th Street to all of College Way; Trojan Avenue to the canyons on the north.
Tuesday...	East side of Utah Street to west side of Bancroft Street; north side of Monroe Avenue to south side of Adams Avenue; east side of Utah Street to all of Suncrest Drive; north side of Adams Avenue to the canyons on the north.
Wednesday	East side of Arizona Street to west side of Utah Street; north side of El Cajon Avenue to the canyons on the north.
Thursday..	East side of Arden Way to junction of Sunset Boulevard and Ft. Stockton Drive; south side of Ft. Stockton Drive to north side of Sunset Boulevard; south side of Sunset Boulevard to La Jolla Avenue; both sides of Keating Street to all of Loma Pass, Alameda Drive, Alameda Place and dead ends of Linwood Street, Titus Street and California Street.
First and Third Friday)	East side of 32nd Street to west side of 43rd Street; south side of National Avenue to Division Street; all of the east side of 37th Street to west side of 43rd Street; south side of Ocean View Boulevard to north side of National Avenue.
Second and Fourth Friday)	East side of 37th Street to west side of 43rd Street; south side of Imperial Avenue to north side of Ocean View Boulevard; east side of 43rd Street to Ozark Street; south side of Imperial Avenue to the County Line; and all of Paradise Hills.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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. 80416 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 F. A. RHODES  
Acting City Manager  
LeROY M. SIMMS  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of January, 1945.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3150.00

Dated JAN. 1st 1945

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo LeRoy Simms, rubbish collection contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with LeRoy Simms for collection and removal of City refuse; being Document No. 351720.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City," and CARL C. STARLING, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1,050.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday through Friday.....	DOWNTOWN AREA, the east side of 5th Avenue, from Beech Street to Market Street.
Monday.....	From east side of 40th Street to west side of 44th Street, from north side of University Avenue to south side of El Cajon Avenue.
Tuesday.....	East side of 30th Street to west side of 32nd Street; from the north side of University Avenue to the south side of El Cajon Avenue.
Wednesday.....	East side of Georgia Street to west side of Arizona Street; from south side of University Avenue to Upas Street.
Thursday.....	West side of 6th Avenue to all of Front Street; from north side of Spruce Street to south side of Walnut Street; from the south side of Spruce Street to Nutmeg Street; from all of Brant Street to all of Third Avenue.
First and Third Fridays	- Encanto and Valencia Park.
Second and Fourth Fri-	days. East side of 32nd Street to the west side of Euclid Avenue; from the north side of Imperial Avenue to the south side of "A" Street.

The period of this contract shall extend from January 1st, 1945, to and including March 31, 1945.

(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 nor 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 over...	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 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.

(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. 80408 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 F. A. RHODES  
Acting City Manager  
CARL STARLING  
Contractor

I hereby approve the form and legality of the foregoing Contract this 11th day of January, 1945.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00

Dated JAN 1st 1945

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo CARL C. STARLING rubbish collection contract.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Carl C. Starling for collection and removal of City refuse; being Document No. 351721.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City," and G. W. RIDDLE, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1,050.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday, Wednesday/ Friday	- DOWNTOWN AREA, all the streets extending north and south between A and Beech Streets, from the east side of 2nd Avenue to the Bay on the west.

Monday..... Chollas View Housing Project.

Tuesday..... From the east side of Utah Street to the west side of Felton Street, from the north side of El Cajon Avenue to the south side of Monroe Avenue.

Wednesday.... From the west side of Park Boulevard to the canyons on the west; from the north side of Monroe Avenue to the canyons on the north.

Thursday..... From the east side of Randolph Street to the west side of Front Street; from the north side of Douglass Street to the south side of Montecito Way; and the dead ends of Falcon and Eagle Streets, north of Montecito Way.

Friday..... From the east side of 12th Avenue to the west side of 18th Street; from the north side of Broadway to Russ Boulevard; also San Diego High School.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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 nor 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 over.....	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 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.

(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. 80405 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 F. A. RHODES  
Acting City Manager  
G. W. RIDDLE,  
Contractor

I hereby approve the form and legality of the foregoing Contract this 11th day of January, 1945.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00

Dated JAN 1st 1945

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo G. W. RIDDLE, rubbish collection contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with G. W. Riddle for collection and removal of City refuse; being Document No. 351722.

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 11th day of January 1945, by and between THE CITY OF SAN DIEGO, a municipal 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 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:

Collection Day	District or Area of Collection
Each day of week from Monday through Friday	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.
Saturday	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 from January 1, 1945, to and including March 31, 1945.

(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 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. 80403 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 F. A. RHODES  
Acting City Manager  
FRANK SOSA,  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of January, 1945.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of The Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$7,200.00  
Dated JAN 1st 1945

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo FRANK SOSA, rubbish collection contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Frank Sosa for collection and removal of City refuse; being Document No. 351723.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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 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 through Friday -	DOWNTOWN AREA, east side of 4th Avenue, from Beech Street to Market Street.
Monday.....	All of Kenmore Terrace to the west side of Hawley Boulevard, from the north side of Adams Avenue to the canyon rims on the north.
Tuesday.....	East side of Wilson Avenue to west side of 40th Street, from the north side of El Cajon Avenue to the south side of Adams Avenue.
Wednesday...	East side of Park Boulevard to west side of Mississippi Street, from the north side of University Avenue to the south side of El Cajon Avenue.
Thursday....	East side of Randolph Street to all of Goldfinch Street, from the north side of Montecito Way to the canyons on the north; west side of Randolph Street to Allen Road, from both sides of Ft. Stockton Drive to the canyons on the north.
Friday.....	East side of 18th Street to west side of 25th Street, from north side of Broadway to Russ Blvd.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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. 80413 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 F. A. RHODES  
Acting City Manager  
EARNEST PYLANT,  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of January, 1945.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00  
Dated JAN 1st 1945

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272  
Memo ERNEST PYLANT rubbish collection 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. 351724.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City," and H. 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 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>Area or Collection District</u>
Monday through Friday - DOWNTOWN AREA, both sides of 3rd Avenue, from Market Street to Beech Street.	
Monday.....	East side of 40th Street to west side of Van Dyke Avenue, from the south side of University Avenue to the north side of Dwight Street; west side of Van Dyke Avenue to canyons on the west, from the south side of Dwight Street to the canyons on the south.
Tuesday.....	East side of 32nd Street to west side of 35th Street, from University Avenue to El Cajon Avenue.
Wednesday...	East side of Arizona Street to west side of Pershing Avenue, from Upas Street to south side of University Avenue.
Thursday....	East side of Goldfinch Street and Reynard Way to west side of Front Street, from south side of Douglass Street to junction of Reynard Way and Curlew Street; east side of Front Street to west side of 3rd Avenue, from north side of Pennsylvania Avenue to south side of University Avenue.
Friday.....	North side of Date Street to south side of Hawthorn Street, from west side of Fern Street to Balboa Park; east side of Fern Street to west side of 31st Street, from all of Elm Street to the south side of Hawthorn Street; north side of Cedar Street to south side of Hawthorn Street, north side of Cedar Street to south side of Hawthorn Street, from the west side of 31st Street to the canyons on the east.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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. 80412 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 F. A. RHODES  
Acting City Manager  
H. H. CLARY, Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of January, 1945.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00

Dated JAN 1st 1945

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo H. H. CLARY rubbish collection contract.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with H. H. Clary for collection and disposal of City rubbish; being Document No. 351725.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Two Hundred Dollars (\$1200.00) per month, to-wit:

Collection Day	District or Area of Collection
Friday.....	DOWNTOWN AREA, both sides of "A" and "B" Streets, from 2nd Avenue to 8th Avenue.
Monday.....	East side of 42nd Street to west side of Fairmount Avenue, from north side of Monroe Avenue to Alder Drive; east side of Marlborough Avenue to the canyons on the east, from Alder Drive to all of Canterbury, Biona and Hart Drives.
Tuesday.....	East side of 35th Street to west side of 40th Street, from north side of University Avenue to south side of El Cajon Boulevard.
Wednesday.....	East side of Mississippi Street to west side of Oregon Street, from north side of University Avenue to south side of El Cajon Boulevard.
Thursday.....	San Diego Avenue to Mission Valley Road, from both sides of Twiggs Street to southeast side of Taylor Street, and from southeast side of Taylor Street to Pringle Street; from San Diego Avenue and La Jolla Avenue to the bay on the west and from Pringle Street to Andrews Street; all of Kettner Boulevard to the bay on the west, and from Andrews Street to the west side of Chalmers Street from all of Puterbaugh Street to the bay on the west.
Friday.....	East side of 26th Street to west side of 28th Street, from north side of Imperial Avenue to south side of Market Street; east side of Evans Street to west side of 28th Street, from south side of Imperial Avenue to north side of Everett Avenue; east side of Evans Street to west side of 28th Street, from the south side of Everett Avenue to the bay.
Saturday.....	East side of State Street to west side of First Avenue, from north side of Elm Street to south side of Grape Street; west side of State Street to the bay on the west, from the north side of Date Street to south side of Laurel Street.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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 Two 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. 80409 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 F. A. RHODES,  
Acting City Manager

M. HEISMAN, Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of January, 1945.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,600.00

Dated JAN. 1st 1945

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo H. H. HEISMAN rubbish collection contract

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 rubbish; being Document No. 351726.

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 11th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City," and T. E. HAYES, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and 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 through Friday.....	DOWNTOWN AREA, the west side of 5th Avenue, from Beech Street to Market Street.
Monday.....	The east side of 40th Street to the west side of Highland Avenue, from the north side of El Cajon Avenue to the south side of Monroe Avenue; the north side of Monroe Avenue to the canyons on the north, from both sides of Highland Avenue to Fairmount Avenue.
Tuesday.....	The east side of Bancroft Street to the canyons on the east, from the south side of University Avenue to the north side of Upas Street; the east side of 33rd Street to the canyons on the east, from the south side of Upas Street to the north side of Palm Street.
Wednesday.....	The east side of Richmond Street to the west side of Georgia Street, from the south side of Robinson Avenue to the Park on the south; from the east side of Park Boulevard to the west side of Georgia Street, from the south side of University Avenue to the north side of Robinson Avenue.
Thursday.....	The west side of 6th Avenue to the east side of Front Street, from the north side of Walnut Street to the south side of Pennsylvania Avenue; the east side of Reynard Way to the west side of Front Street, from all of Maple Street along the canyons rims to Walnut Street.
Friday.....	The east side of 18th Street to the west side of 24th Street, from the north side of Market Street to the south side of Broadway.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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 nor 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 over.....	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 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.

(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. 80406 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 F. A. RHODES  
Acting City Manager  
T. E. HAYS  
Contractor

I hereby approve the form and legality of the foregoing Contract this 11th day of January, 1945.

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

#### CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00  
Dated JAN 1st 1945

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272  
Memo T. E. HAYES rubbish collection contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with T. E. Hayes for collection and removal of City refuse; being Document No. 351727.

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

By Francis T. Patten Deputy

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

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 15th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and G. R. FRYE, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Two Hundred Dollars (\$1200.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday through Friday.....	DOWNTOWN AREA, west side of 7th Avenue, from "A" Street to Market Street.
Monday.....	From east side of 44th Street to west side of *Euclid Avenue, from north side of University Avenue to south side of El Cajon Avenue.
Tuesday.....	West side of Wabash Avenue to west side of 40th Street, from south side of University Avenue south to the canyons.
Wednesday.....	Mission Beach, San Juan Place to Pacific Beach Drive.
Thursday.....	Mission Beach, San Juan Place to San Diego Place.
Friday.....	East side of 28th Street to west side of 32nd Street, from north side of Imperial Avenue to south side of "A" Street.
Saturday.....	East side of State Street to west side of First Avenue, from north side of Grape Street to south side of Maple Street.

The period of this contract shall extend from January 1, 1945, to and including March 31, 1945.

(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 Two 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. 80410 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 F. A. RHODES

Acting City Manager

G. R. FRYE, Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 15th day of January, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

**CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,600.00

Dated JAN 1st 1944

J. S. BARBER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo G. R. FRYE rubbish collection contract.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with G. R. Frye for collection and removal of City refuse; being Document No. 351795.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis L. 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 January, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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 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 (\$1,050.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday through Friday.....	DOWNTOWN AREA, both sides of E and F Streets, from 2nd Avenue to 8th Avenue.
Monday.....	East side of Highland Avenue to west side of Euclid Avenue, from the north side of El Cajon Avenue to the south side of Monroe Avenue; the north side of Monroe Avenue to the canyons on the north, from the junction of Highland Avenue and Monroe Avenue to Euclid Avenue; the north side of Monroe Avenue to the canyons on the north, from the west side of 50th Street to all of Norma Drive.
Tuesday.....	East side of Utah Street to the west side of Grim Street, from the north side of Upas Street to the south side of University Avenue.
Wednesday.....	East side of Park Boulevard to the west side of Mississippi Street, from the north side of El Cajon Avenue to the canyons on the north.
Thursday.....	East side of 3rd Avenue to west side of 6th Avenue, from the north side of Pennsylvania Avenue to the south side of University Avenue; east side of Front Street to west side of 6th Avenue, from the north side of University Avenue to the south side of Washington Street.
Friday.....	East side of 24th Street to the west side of 28th Street, from the north side of Market Street to the south side of Broadway; the east side of 25 Street to the west side of 28th Street, from the north side of Broadway to Russ Boulevard.

The period of this contract shall extend from January 1, 1945; to and including March 31, 1945.

(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 (\$1,050.00) 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. 80407 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 F. A. RHODES  
Acting City Manager  
S. G. GOODWIN,  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 15th day of January, 1945.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00  
Dated JAN 1st 1945

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 rubbish collection contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with S. G. Goodwin for the collection and removal of City refuse; being Document No. 351796.

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

By Francis T. Tattan 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 30th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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. HYNUM, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

<u>Collection Day</u>	<u>District or Area of Collection</u>
Monday.....	East side of Marlborough Avenue to the canyons on the east; from Canterbury Drive to the canyons on the north; west side of Marlborough Avenue to the canyons on the west; north side of Jefferson Street to the canyons on the north.
Tuesday.....	DOWNTOWN AREA, west side of 6th Avenue, from "C" Street to Market Street. East side of Bancroft Street to west side of Wilson Avenue; north side of Monroe Avenue to the south side of Adams Avenue; east side of Felton Street to the west side of Wilson Avenue; north side of El Cajon Avenue to Monroe Avenue.
Wednesday.....	DOWNTOWN AREA, both sides of Ash and Beech Streets, from 5th Avenue to the bay. East side of Mississippi Street to the west side of Arizona Street; North side of El Cajon Avenue to the canyons on the north, including all of Panorama Drive.
Thursday.....	DOWNTOWN AREA, west side of 6th Avenue, from "C" Street to Market Street. South side of Douglass Street to dead ends of Falcon, Goldfinch and Hawk Streets; east side of Goldfinch Street to Wellborn and Union Streets.
Friday.....	DOWNTOWN AREA, both sides of Ash and Beech Streets, from 5th Avenue to the bay. East side of 12th Avenue to the west side of Evans Street; south side of Imperial Avenue to the bay on the south.

The period of said contract shall extend from January 15, 1945 to and including March, 31, 1945.

(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, <sup>during</sup> 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. 80508 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 F. A. RHODES,  
Acting City Manager  
FRANK A. HYNUM,  
Contractor.

I HEREBY APPROVE the form and legality of the foregoing Contract this 31st day of January, 1945.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the Requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$3,150.00  
Dated January 1, 1945

J. S. BARBER  
Auditor and Comptroller of the City of San Diego, California  
THEO M. FIDELER

To be paid out of General GC 272  
Memo F. HYNUM rubbish contract

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with F. Hynum for collection and removal of City refuse; being Document No. 352087.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING  
La Jolla Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE 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 and no/100 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 9th day of January, 1945.

WHEREAS, the above bounden San Diego Gas & Electric Company has entered into contract with said The City of San Diego, under and pursuant to the provisions of the "Lighting District Ordinance of 1938" to do all work upon LA JOLLA BOULEVARD, PROSPECT STREET, PROSPECT PLACE, GIRARD AVENUE, HERSCHEL AVENUE and WALL STREET, within the limits and as particularly described in Resolution of Intention No. 79984, adopted by the Council of said City on September 19, 1944, 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 F. S. BOWERS Attorney-in-Fact  
Surety

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

On this 9th day of January, A.D., 1945, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL)  
My Commission expires Oct. 3, 1945

MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 12th day of January, 1945.  
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. 80400 passed and adopted on the 2nd day of January, 1945, require and fix the sum of \$492.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING  
La Jolla Lighting District No. 1

THIS AGREEMENT, made and entered into this 16th day of January, 1945, 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 certain 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 Center Street and the southeasterly line of Prospect Street;  
PROSPECT STREET, between the southwesterly line of La Jolla Boulevard and the center line of Cave Street;  
PROSPECT PLACE, between the center line of Cave Street and the northwesterly line of Blue Bird Lane;  
GIRARD AVENUE, between the northerly line of Silverado Street and the southeasterly line of Prospect Street;  
GIRARD AVENUE, between the northwesterly line of Prospect Street and a line parallel to and distant 50.00 feet northwesterly therefrom;



HERSCHEL AVENUE, between the northerly line of Silverado Street and the southeasterly line of Prospect Street; and

WALL STREET, between the easterly line of Girard Avenue and the westerly line of Ivanhoe Avenue.

Such furnishing of electric current shall be for the period of one year from and including January 1, 1945; to-wit: to and including December 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 La Jolla Lighting District No. 1", filed October 20, 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 Thousand Nine Hundred Sixty-five and no/100 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 and no/100 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 and no/100 Dollars (\$1965.00).

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

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

(SEAL)  
ATTEST: J. A. CANNON Secretary

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

THE CITY OF SAN DIEGO  
By  
G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
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 12 day of January, 1945.  
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. 351749.

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, City Chevrolet Co., a Partnership is Lessee of Lot 1, Block 1, of Middletown Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of January, by City Chevrolet Co. that we will, for and in consideration of the permission granted to remove 30 feet of curbing on C Street between State and Union and 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.

CITY CHEVROLET CO.  
By O. B. PEAVEY  
301 West C St.

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

On this 10th day of January, A.D. Nineteen Hundred and forty five, before me, N. J. Neil, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. B. Peavey known by me to be a Partner in the City Chevrolet Co. known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

(SEAL) My Commission expires Jan. 21, 1948  
N. J. NEIL  
Notary Public in and for the County of San Diego,  
State of California  
I HEREBY approve the form of the foregoing agreement this 12th day of January, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED JAN 18 1945 4 P.M. in Book 1794 at page 409 of Official Records, San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
By R. N. HOWE  
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 City Chevrolet Company; being Document No. 351767.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, that J. R. TOWNSEND CO., Inc., as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE HUNDRED THREE Dollars (\$503.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of January, 1945.  
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 - 1942 Studebaker President Eight fourdoor Landcruiser Skyway automobile, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.  
J. R. TOWNSEND COMPANY, Inc.  
W. W. REID  
Principal

ATTEST: W. H. ASTLER (SEAL)  
GREAT AMERICAN INDEMNITY COMPANY  
By L. DOSTER E. K. JAMES  
Attorneys in Fact  
Sureties (SEAL)  
I HEREBY APPROVE the form of the foregoing bond this 15th day of January, 1945.  
J. F. DuPAUL, City Attorney  
By J. H. McKINNEY  
Deputy City Attorney  
I HEREBY APPROVE the foregoing bond this 15 day of January, 1945.  
F. A. RHODES,  
Acting City Manager

STATE OF CALIFORNIA }  
County of San Diego } ss.  
On this 8th day of January in the year one thousand nine hundred and forty-five, 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

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. R. TOWNSEND COMPANY, Inc., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1 - 1942 Studebaker President Eight fourdoor Landcruiser Skyway automobile, in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 351221.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:  
1 - 1942 Studebaker President Eight automobile.....\$2045.42  
Less Federal Excise Tax..... 85.86  
\$1959.56  
Plus California State Sales Tax..... 48.99  
\$2008.55

Said contractor agrees to complete said delivery on or before the 8th day of January, 1945.

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

the proper fund of said City, the following sums, to-wit: Two Thousand Eight and 55/100 Dollars (\$2008.55), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City. 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, 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. 30423 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

J. R. TOWNSEND COMPANY, Inc.

W. W. REID

Contractor (SEAL)

ATTEST: W. H. ASTLER

I hereby approve the form and legality of the foregoing contract this 15th day of January, 1945.

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 J. R. Townsend Co. Inc. for furnishing one 1942 Studebaker President Eight Fourdoor automobile; being Document No. 351793.

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 16th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the "Lessor", and AL ABREGO, hereinafter called the "Lessee", WITNESSETH:

WHEREAS, said lessor is the owner of that certain real estate known and designated as follows:

All that real property situated in the City of San Diego, County of San Diego, State of California, bounded and described as follows:

PARCEL 1: Lot 3, in Block 410 of Old San Diego, according to Map thereof made by James Pascoe in the year 1870, a copy of which map is filed as Miscellaneous Map No. 40, in the office of the County Recorder of said County of San Diego.

ALSO, the southwesterly half of Sunset Street (formerly Johnson Street) now vacated, adjoining said Lot 3 on the northeast;

AND ALSO, the northwesterly half of Wallace Street (formerly Washington Street) adjoining said Lot 3 on the southeast; (the northwesterly 25 feet of said northwesterly half of said Wallace Street having been vacated and closed to public use October 10, 1939, by Resolution No. 70113 of the Council of said City).

PARCEL 2: The southeasterly 150 feet of the northeasterly half of Lot 2, in Block 410, and the southeasterly 125 feet of the southwesterly half of said Lot 2, in said Block 410, of Old 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. 40, in the office of the County Recorder of said County of San Diego.

ALSO, the southwesterly half of Sunset Street, formerly Johnson Street, vacated and closed to public use by Resolution No. 70113 of the Council of said City of San Diego, adopted October 10, 1939, adjoining said Lot 2 on the northeast, lying between the northeasterly prolongation of the northwesterly line of said Block 410 and the northeasterly prolongation of the division line between Lots 2 and 3, said Block 410;

PARCEL 3: Those portions of Lots 1 and 4, of Block 410, of Old 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. 40, in the office of the County Recorder of said County of San Diego.

ALSO, the northwesterly half of Wallace Street, formerly Washington Street, as shown on said Map of Old San Diego, lying within the following described perimeter:

Commencing at a point on the northeasterly line of Lot 1, said Block 410, distant thereon 25.00 feet northwesterly from the most easterly corner of said Lot 1; thence southeasterly along the northeasterly line of said Lot 1 and southeasterly along the northeasterly line of said Lot 4 and the southeasterly prolongation thereof to an intersection with the center line of Wallace Street, formerly Washington Street 75 feet in width as shown on said Map of Old San Diego; thence southwesterly along the center line of said Wallace Street a distance of 48.00 feet to a point; thence northwesterly on a direct line parallel with the southeasterly prolongation of the northeasterly line of said Lot 4, a distance of 37.5 feet to an intersection with the southeasterly line of said Block 410; thence northwesterly on a direct line, a distance of 251.63 feet, more or less, to a point on the northwesterly line of said Lot 4 distant thereon 75.00 feet southwesterly from the most northerly corner of said Lot 4; thence northwesterly on a direct line parallel with the northeasterly line of said Lot 1, a distance of 25.00 feet to a point; thence northeasterly on a direct line parallel with the southeasterly line of said Lot 1, a distance of 75.00 feet to the point of commencement;

PARCEL 4: Lots 1, 2, 3 and 4, in Block 411, of Old 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. 40, in the office of the County Recorder of said County of San Diego; including the northeasterly half of Sunset Street (formerly Johnson Street) vacated and closed to public use October 10, 1939, by Resolution No. 70113 of the Council of said City of San Diego, adjoining said Block on the southwest. Also, the southwesterly half of Whitman Street (formerly Webster Street) adjoining said Block on the northeast. Also, the southeasterly half of Taylor Street, adjoining said Block and the adjacent halves of the aforesaid Whitman Street and Sunset Street on the northwest. Also, the northwesterly half of Wallace Street (formerly Washington Street) adjoining said Block and the adjacent halves of the aforesaid Whitman Street and Sunset Street on the southeast. (The northwesterly 25 feet of said Wallace Street having been vacated and closed to public use October 10, 1939, by Resolution No. 70113 of said Council).

PARCEL 5: Lots 1, 2, 3 and 4, Block 425, and Lots 1 and 4, Block 424, of Old 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. 40, in the office of the County Recorder of said San Diego County.

ALSO, all of Sunset Street (formerly Boyd Street) from the northwesterly line of Mason Street (formerly San Diego Street) to the southeasterly line of Wallace Street (formerly Washington Street) vacated and closed to public use October 10, 1939, by Resolution No. 70113 of the Council of said City.

ALSO, the northeasterly half of Juan Street from the center line of said Mason Street to the center line of said Wallace Street (formerly Washington Street) as shown on said Pascoe Map.

ALSO, the southeasterly half of Wallace Street (formerly Washington Street) as shown on said Pascoe Map, adjoining all of the above described property on the northwest. Also, the northwesterly half of Mason Street (formerly San Diego Street) adjoining all of the above described property on the southeast.

PARCEL 6: Those portions of Lots 2 and 3, Block 424, of Old 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. 40, in the office of the County Recorder of said County of San Diego, lying southwesterly from the northeasterly line of Jackson Street described as Parcel 1 in deed of easement granted by George W. Marston and wife to The City of San Diego, dated August 12, 1937, recorded in Book 686, page 428 of Official Records, in the office of said County Recorder.

ALSO, the southeasterly half of Wallace Street (formerly Washington Street as shown on said Map) adjoining the above described property on the northwest.

ALSO, the northwesterly half of Mason Street (formerly San Diego Street) adjoining the above described property on the Southeast.

EXCEPTING from said above described parcels, for the purpose of leasing as hereinafter set forth, all public streets, roads, alleys, avenues and highways; and

WHEREAS, said lessee is desirous of leasing from said lessor said real estate to be used and occupied by the lessee as a golf course, 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 the real estate located, known and designated as hereinabove stated, to have and to hold the said real estate for, the period of two (2) years, commencing on the 1st day of January, 1945, to and including the 31st day of December, 1946, at a rental of One Hundred Dollars (\$100.00) per month, payable in advance on the first day of each and every month during said period of time.

It is further understood and agreed as follows:

That lessee shall hold lessor harmless from any and all liability and/or obligation in any way arising out of any act or neglect of the lessee, his agents, servants and employees upon or in connection with the leased property, or in any way arising out of the use or condition of the leased property.

That in the event all or any portion of the property is taken over by the Military Authorities for reasons of war emergencies, the lease shall then become null and void; or the rent shall be adjusted in proportion to the loss of revenue to the lessee.

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.

That the lessee shall be prohibited from assigning or subletting any portion of the property covered by this lease or letting any concession thereupon.

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. 80461 of the Council of said City authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

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

AL ABREGO,  
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 4th day of January, 1945.

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 Al Abrego for property in Old San Diego; being Document No. 351876.

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 J. S. BARRETT, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF A SANITARY SEWER IN MARKET STREET, BETWEEN INDIA STREET AND PACIFIC HIGHWAY, IN THE CITY OF SAN DIEGO, CALIFORNIA, WHICH SAID CONTRACT IS DATED NOVEMBER 3, 1944, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF SAID CITY AS DOCUMENT NO. 350753.

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 a sanitary sewer in Market Street, between India Street and Pacific Highway, in the City of San Diego, California, under his contract with said City, dated November 3, 1944, and which contract is on file in the office of the City Clerk of said City as Document No. 350753, 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 January 10, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on January 16, 1945, 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 17th day of January, 1945.

THE CITY OF SAN DIEGO,  
By FRED W. SICK  
City Clerk

(SEAL)

#### RESOLUTION NO. 80478

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated January 12, 1945, 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 a sanitary sewer in Market Street, between India Street and Pacific Highway, which contract is on file in the office of the City Clerk of said City as Document No. 350753, 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 a sanitary sewer in Market Street, between India Street and Pacific Highway, 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 16th day of January, 1945, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Boud, Dail, Austin

NAYS - Councilmen: None

ABSENT-Mayor Knox

ATTEST: PAUL J. HARTLEY  
Vice Mayor of the City of San Diego, California  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By AUGUST M. WADSTROM,  
Deputy

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

(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. 80478 of the Council of the City of San Diego, California, as adopted by said Council JAN 16 1945

(SEAL)

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

RECORDED JAN 17 1945 46 min. past 11 A.M. in Book 1800 at page 319 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. 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 Notice of Completion and Acceptance of contract for sewer in Market Street between India and Pacific Highway by J. S. Barrett; being Document No. 351824.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. R. TOWNSEND CO., Inc., as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND SIX HUNDRED TWENTY-EIGHT Dollars (\$1628.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of January, 1945.

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 - White trucks, chassis, cabs, garbage bodies and hoists, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

J. R. TOWNSEND CO., Inc.,

W. W. REID

Principal

GREAT AMERICAN INDEMNITY COMPANY

By L. DOSTER E. K. JAMES

Sureties

Attorneys-in-fact (SEAL)

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 15 day of January, 1945.

F. A. RHODES

Acting City Manager

(SEAL)

ATTEST: W. H. ASTLER

STATE OF CALIFORNIA

ss.

County of San Diego

On this 8th day of January in the year one thousand nine hundred and forty-five, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E. K. James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

R. OL. PAINE

Notary Public in and for the County of San Diego

State of California

(SEAL)

My Commission will expire 1-12-46

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and herein-after sometimes designated as the City, and J. R. TOWNSEND CO., INC., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

2 - White trucks No. WA 14 and

2 - Garwood hoist and garbage bodies,

in accordance with the specifications therefor on file in the office of the

City Clerk of said City under Document No. 350979.

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

2 - White trucks and hoists & garbage bodies @ \$3,176.25 ea	\$ 6,352.50
Plus California State Sales Tax \$ 79.41 ea	158.82
	<u>\$ 6,511.32</u>

Said contractor agrees to begin delivery of said material within \_\_\_\_\_ days from and after the date of the execution of this contract, and to complete said delivery on or before the 8th day of January, 1945.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Six Thousand Five Hundred Eleven and 32/100 Dollars (\$6500.32), 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, 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, 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. 80345 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

Acting City Manager

J. R. TOWNSEND CO., INC.,

W. W. REID,

Contractor

ATTEST: W. H. ASTLER  
(SEAL)

I hereby approve the form and legality of the foregoing contract this 15th day of January, 1945.

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 J. R. Townsend Co. Inc. for furnishing two White trucks; being Document No. 351794.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Francis T. Tatten Deputy

#### FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That JOHN SPURLOCK, as Principal and GENERAL CASUALTY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle and authorized to transact surety business in the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND FOUR HUNDRED THIRTEEN Dollars (\$3,413.00), lawful money of the United States of 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 15th day of January, 1945.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor and material for the painting of certain buildings at the Mission Beach Amusement Center, 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.

JOHN M. SPURLOCK

Principal

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

GENERAL CASUALTY COMPANY OF AMERICA

By FRANK FIEGER Attorney-in-fact

Sureties (SEAL)

STATE OF CALIFORNIA ss.  
County of San Diego

On this 15 day of January, 1945, personally appeared before me Frank Fieger 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.

(SEAL)

My commission expires 8-21-48

SHIRLEY F. WILSON  
Notary Public San Diego Co., California

I HEREBY APPROVE The form of the foregoing Bond this 16th day of January, 1945.

J. F. DuPAUL, City Attorney,

By B. L. COMPARET

Deputy City Attorney

I HEREBB APPROVE the foregoing Bond this 17th day of January, 1945.

F. A. RHODES,

Acting City Manager

#### MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That JOHN SPURLOCK, as Principal and GENERAL CASUALTY COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Washington, with its principal office in the City of Seattle and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THIRTEEN THOUSAND SIX HUNDRED FIFTY Dollars (\$13,650.00), lawful money of the United States of 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 15th day of January, 1945.

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 painting of certain buildings at the Mission Beach Amusement Center; and

WHEREAS, the aforesaid penal sum of Thirteen Thousand Six Hundred Fifty Dollars (\$13,650.00), being 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.

JOHN M. SPURLOCK

Principal

GENERAL CASUALTY COMPANY OF AMERICA (SEAL)

By FRANK FIEGER

Attorney-in-fact

Surety

I HEREBY APPROVE the form of the foregoing Bond this 16th day of January, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

I HEREBY APPROVE the foregoing Bond this 17th day of January, 1945.

F. A. RHODES

Acting City Manager

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

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 17th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and JOHN SPURLOCK, 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 painting of certain buildings in the Mission Beach Amusement Center as follows:

Ballroom; bathhouse; merry-go-round and adjacent building; skating rink; and concession building adjacent to skating rink,

said painting to be done in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 351319.

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

Thirteen Thousand Six Hundred Fifty Dollars (\$13,650.00).

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 120 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Thirteen Thousand Six Hundred Fifty Dollars (\$13,650.00),

said payments to be made 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 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 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 City Manager of said City. Further, that he will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at his own cost and expense.

The work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by said City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of said City Manager 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.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the



contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Trade or Occupation	Per 8-hour Day
Carpenters, journeymen	\$ 10.80
Cement finishers	12.00
Electricians	13.60
Glaziers	10.00
Iron workers, structural	13.00
Iron workers, reinforcing	12.00
Laborers, building	7.00
Laborers, unskilled	7.00
Tarman and mortarman	8.00
Sandblaster (nozzleman)	11.00
Sandblaster (pot tender)	9.00
Scaler (using mechanical tool)	9.00
Scaler	8.00
Lathers	13.00
Mason tenders	9.00
Mortar mixers	9.00
Painters, brush	10.80
Painters, spray	15.20
Painters, structural steel	12.80
Painters, sign	12.00
Painters, sign, helpers	8.00
Plasterers	13.00
Plasters' tenders	11.80
Plumbers	12.00
Air compressor operators	10.00
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 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.

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 City Manager 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, 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. 80441 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,  
By F. A. RHODES  
Acting City Manager  
JOHN M. SPURLOCK  
Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 16th day of January, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with John Spurlock for painting certain buildings at the Mission Beach Amusement Center; being Document No. 351847.

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

By Francisco T. Tatten Deputy

UNDERTAKING FOR STREET LIGHTING.

Sunset Cliffs 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 THIRTY-FIVE DOLLARS (\$135.00), 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 15th day of January, 1945.

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 POINT LOMA AVENUE, ADAIR STREET, TIVOLI STREET, GRANGER STREET, OSPREY STREET, ALHAMBRA STREET, DEVONSHIRE DRIVE, EBERS STREET, FROUDE STREET, GUIZOT STREET, within the limits and as particularly described in Resolution of Intention No. 80047, adopted by the Council of said City on October 3, 1944, 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-Fact  
Surety

STATE OF CALIFORNIA,

) ss.

County of San Diego

On this 15th day of January, A.D., 1945, 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

Notary Public in and for said County and State

(SEAL)

My Commission expires Aug. 16, 1946

I hereby approve the form of the foregoing Undertaking this 18 day of January, 1945.

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. 80437 passed and adopted on the 9th day of January, 1945, require and fix the sum of \$135.00 as the penal sum of the foregoing Undertaking.

FREDERICK SICK

City Clerk of The City of San Diego

By AUGUST M. WADSTROM,

Deputy

## CONTRACT FOR STREET LIGHTING

Sunset Cliffs Lighting District No. 1

THIS AGREEMENT, made and entered into this 23rd day of January, 1945, 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 certain ornamental street lights located on or along the following named streets in the City of San Diego, California, to-wit:

POINT LOMA AVENUE, between the northeasterly prolongation of the northwesterly line of Lot 16, Block 4, Sunset Cliffs, and the northeasterly prolongation of the southeasterly line of Lot 5, Block 1, Sunset Cliffs;

ADAIR STREET, between the southwesterly prolongation of the northwesterly line of Lot 21, Block 4, Sunset Cliffs, and the southwesterly prolongation of the southeasterly line of Lot 16, Block 1, Sunset Cliffs;

TIVOLI STREET, between the center line of Devonshire Drive and the southwesterly prolongation of the southeasterly line of Lot 17, Block 5, Sunset Cliffs;

GRANGER STREET, between the center line of Devonshire Drive and the southwesterly prolongation of the southeasterly line of Lot 19, Block 8, Sunset Cliffs;

OSPREY STREET, between the center line of Devonshire Drive and the southwesterly prolongation of the southeasterly line of Lot 21, Block 12, Sunset Cliffs;

ALHAMBRA STREET, between the center line of Devonshire Drive and the southwesterly prolongation of the southeasterly line of Lot 17, Block 15, Sunset Cliffs;

DEVONSHIRE DRIVE, between the center line of Adair Street and the easterly prolongation of the northerly line of Lot 8, Block 21, Sunset Cliffs;

EBERS STREET, between the northwesterly prolongation of the northeasterly line of Lot 25, Block 3, Sunset Cliffs, and the center line of Adair Street;

FROUDE STREET, between the southeasterly prolongation of the northeasterly line of Lot 34, Block 3, Sunset Cliffs and the southeasterly prolongation of the southwesterly line of Lot 1, Block 20, Sunset Cliffs; and

GUIZOT STREET, between the southeasterly prolongation of the northeasterly line of Lot 20, Block 2, Sunset Cliffs, and the southeasterly prolongation of the southwesterly line of Lot 1, Block 19, Sunset Cliffs.

Such furnishing of electric current shall be for a period of one year from and including January 15, 1945, to-wit: to and including January 14, 1946.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Sunset Cliffs Lighting District No. 1", filed October 25, 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 Five Hundred Forty Dollars (\$540.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Sunset Cliffs Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Five Hundred forty Dollars (\$540.00), shall be paid out of any other fund designated as "Sunset Cliffs Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Five Hundred and Forty Dollars (\$540.00).

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

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

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

ATTEST: FRED W. SICK, City Clerk By AUGUST M. WADSTROM (SEAL) THE CITY OF SAN DIEGO G. C. CRARY CHARLES B. WINCOTE PAUL J. HARTLEY ERNEST J. BOUD CHAS. C. DAIL WALTER W. AUSTIN Members of the Council

I hereby approve the form of the foregoing Contract, this 18 day of January, 1945. 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 Sunset Cliffs Lighting District No. 1; being Document No. 351863.

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

UNDERTAKING FOR STREET LIGHTING. Garnet Street 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 DOLLARS (\$60.00), 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 15th day of January, 1945. 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 GARNET STREET, between the westerly line of Cass Street and the easterly line of Ocean Boulevard, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof.

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

ATTEST: J. A. CANNON Secretary SAN DIEGO GAS & ELECTRIC COMPANY By A. E. HOLLOWAY Vice President in Charge of Sales Principal (SEAL) THE CENTURY INDEMNITY COMPANY By FRANKLIN T. HALE Attorney-in-Fact Surety (SEAL)

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

On this 15th day of January, A.D., 1945, 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 18 day of January, 1945. 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. 80438 passed and adopted on the 9th day of January, 1945, require and fix the sum of \$60.00 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. Garnet Street Lighting District No. 1

THIS AGREEMENT, made and entered into this 23rd day of January, 1945, 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 certain ornamental street lights located on GARNET STREET, between the westerly line of Cass Street and the easterly line of Ocean Boulevard, in the City of San Diego, California.

Such furnishing of electric current shall be for a period of one year from and including January 30, 1945, to-wit: to and including January 29, 1946.

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 Garnet Street Lighting District No. 1", filed October 27, 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 Forty Dollars (\$240.00) 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 "Garnet Street 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 Forty Dollars (\$240.00) shall be paid out of any other fund than said special fund designated as "Garnet Street 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 Forty Dollars (\$240.00).

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  
Vice President in Charge of Sales  
(SEAL)

THE CITY OF SAN DIEGO  
By G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. 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 18 day of January, 1945.

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 Garnet Street Lighting District No. 1; being Document No. 351864.

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

By Francis T. Tatten Deputy

#### FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That CHARLES H. BENTON, an individual doing business under the firm name and style of BENTON ROOF & PAINT CO., as Principal and AMERICAN SURETY COMPANY OF NEW YORK 100 Broadway, New York, New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED EIGHTY-FIVE Dollars (\$785.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 18th day of January, 1945.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all labor and material for the reroofing of the Mission Beach Ballroom, 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.

CHARLES H. BENTON

An individual doing business under the firm name  
and style of BENTON ROOF & PAINT COMPANY  
Principal

ATTEST: G. W. BRADLEY

AMERICAN SURETY COMPANY OF NEW YORK  
100 Broadway, New York, New York  
By RALPH E. SMITH Attorney-in-Fact  
Sureties (SEAL)

STATE OF CALIFORNIA

County of San Diego

ss.:

On this 18th day of January in the year One Thousand Nine Hundred and Forty-Five before me Marie Clayton 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.

MARIE CLAYTON

(SEAL)

My Commission expires Feb 21, 1948.

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

I HEREBY APPROVE the form of the foregoing Bond this 19th day of January, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 19th day of January, 1945.

F. A. RHODES,

Acting City Manager

The rate of premium on this bond is \$7.50 per thousand on the contract price. Total amount of premium charged, \$23.54. Executed in triplicate.

MATERIAL & LABOR BOND

KNOW ALL MEN BY THESE PRESENTS, That CHARLES H. BENTON, an individual doing business under the firm name and style of BENTON ROOF & PAINT CO., as Principal and AMERICAN SURETY COMPANY OF NEW YORK 100 Broadway, New York, New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND ONE HUNDRED THIRTY-NINE Dollars (\$3,139.00), lawful money of the United States of 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 18th day of January, 1945.

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 reroofing of the Mission Beach Ballroom, in the City of San Diego, California; and

WHEREAS, the aforesaid penal sum of Three Thousand One Hundred Thirty-nine Dollars (\$3,139.00), being the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

The condition of this obligation is such, that if said Principal, his heirs, executors, administrators, successors and assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an Act of the Legislature of the State of California, entitled, "An Act to secure the payment of the claims of persons who furnish materials, supplies, teams, implements, or machinery used or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond such reasonable attorney's fees as shall be fixed by the Court, awarded and taxed as in the above mentioned statute provided.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name; and the said surety has caused these presents to be executed and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

CHARLES H. BENTON an individual dba  
BENTON ROOF & PAINT CO.

Principal

AMERICAN SURETY COMPANY OF NEW YORK (SEAL)

100 Broadway, New York, New York

By RALPH E. SMITH Attorney-in-Fact  
Surety

The Premium charged for this bond is included in the Faithful Performance Bond. Executed in triplicate

STATE OF CALIFORNIA

County of San Diego

ss.

On this 18th day of January in the year One Thousand Nine Hundred and Forty-Five before me Marie Clayton 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.

MARIE CLAYTON

(SEAL)

My Commission expires Feb. 21, 1948

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

I HEREBY APPROVE the form of the foregoing Bond this 19th day of January, 1945.

J. F. DuPAUL, City Attorney,

By J. H. McKINNEY,

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 19th day of January, 1945.

F. A. RHODES,

Acting City Manager

## C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 18th day of January, 1945, by and between The CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CHARLES H. BENTON, an individual doing business under the firm name and style of BENTON ROOF & PAINT COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The reroofing of the Mission Beach Ballroom, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 351320.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Three Thousand One Hundred Thirty-nine and no/100 Dollars (\$3139.00).

Said contractor agrees to commence said work within ten (10) days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 25 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand One Hundred Thirty-nine and no/100 Dollars (\$3139.00), said payments to be made 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 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 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 City Manager of said City. Further, that he will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at his own cost and expense.

The work shall be conducted under the immediate supervision of the City Manager, or his representative, or such other official or officials as may be appointed by said City Manager, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of said City Manager 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 subcontractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Trade or Occupation	Per 8-hour Day
Carpenters, journeymen	\$ 10.80
Cement finishers	12.00
Electricians	13.60
Glaziers	10.00
Iron workers, structural	13.00
Iron workers, reinforcing	12.00
Laborers, building	7.00
Laborers, unskilled	7.00
Tarman and mortarman	8.00
Sandblaster (nozzleman)	11.00
Sandblaster (pot tender)	9.00
Scaler (using mechanical tool)	9.00
Scaler	8.00
Lathers	13.00
Mason tenders	9.00
Mortar mixers	9.00
Painters, brush	10.80
Painters, spray	15.20
Painters, structural steel	12.80
Painters, sign	12.00
Painters, sign, helpers	8.00
Plasterers	13.00
Plasterers' tenders	11.80
Plumbers	12.00
Air compressor operators	10.00
Roofers	10.00
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 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.

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 City Manager 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, 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. 80442 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By F. A. RHODES,

Acting City Manager

CHARLES H. BENTON

An individual doing business under the firm name and style of BENTON ROOF & PAINT COMPANY

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 19th day of January, 1945.

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 Benton Roof & Paint Company for reroofing the Mission Beach Ballroom; being Document No. 351888.

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, Helen N. Shaw is the owner of Lot D, Block 129, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 20 day of December, 1944, by Helen N. Shaw that I will, for and in consideration of the permission granted to remove 14 feet of curbing on 12th between J and K, 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.

HELEN N. SHAW  
1421 Summit Avenue  
Pasadena, Calif.

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

On this 8th day of January, A.D. Nineteen Hundred and forty-five before me, Alice F. Jackson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Helen N. Shaw 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 Pasadena, County of Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL)  
My Commission expires Jan. 21, 1948

ALICE F. JACKSON  
Notary Public in and for the County of Los Angeles  
State of California

I HEREBY approve the form of the foregoing agreement this 22nd day of January, 1945.

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

RECORDED JAN 24 1945 50 min. past 3 P.M. in Book 1817 at page 84 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

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

J. DELL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Helen N. Shaw; being Document No. 351914.

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 City of San Diego is in possession of certain plans and estimates for the construction of a certain pipeline and filter plant between San Vicente Reservoir and the City of San Diego, to be constructed at an estimated cost of approximately \$6,000,000.00; and

WHEREAS, The City of San Diego desires that Carl R. Rankin shall study the said plans and estimates and make a written report thereon, stating in said report his conclusions as to the practicability, efficiency and probable cost of such pipeline and filter plant; NOW, THEREFORE,

IT IS HEREBY AGREED that The City of San Diego will pay to Carl R. Rankin the sum of Fifty Dollars (\$50.00) per day for each day spent by him in such study of said plans and estimates and the preparation of his report thereon, together with his traveling expenses and living expenses on such occasions as he may find it necessary to travel away from the vicinity of Pasadena and Los Angeles, California, in the course of such study and preparation of said report.

Carl R. Rankin agrees to study the said plans and estimates and to make thereon his report, in writing, stating in such report his conclusions as to the practicability, efficiency, necessity and the probable cost of construction of said pipeline and filter plant, together with detailed suggestions of such changes, corrections or additions to such plans and specifications as he may consider desirable, including an estimate of the probable cost of such changes, corrections and/or additions, if any.

Carl R. Rankin agrees to complete and submit to the City Council of The City of San Diego his said report, in writing, not later than the 26th day of January, 1945; time is of the essence of this agreement, as it is the purpose of the City Council to use and rely upon said report as one of the major factors in determining whether to place upon the ballot at the City election to be held on or about the 17th day of March, 1945, a proposition to issue bonds of The City of San Diego to raise funds for the construction of said pipeline and filter plant.

The total amount of compensation and traveling and living expenses to be paid under the terms of this agreement shall not exceed the sum of \$2500.00.

This agreement shall take effect as of the 12th day of January, 1945, and Carl R. Rankin shall be entitled to the compensation per diem herein specified for work done by him in the course of said study on the 12th day of January, 1945

IN WITNESS WHEREOF, this agreement has been executed on behalf of The City of San Diego by Fred Rhodes, Acting City Manager of The City of San Diego, pursuant to Resolution

No. 80469 of The City Council of said City of San Diego, and the said Carl R. Rankin has hereunto subscribed his name, this 12th day of January, 1945.

THE CITY OF SAN DIEGO,  
By F. A. RHODES,  
Acting City Manager  
CARL R. RANKIN

I HEREBY APPROVE the form and legality of the foregoing Agreement this 22nd day of January, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for services of Carl R. Rankin for study of plans and estimates regarding construction of proposed pipeline and filter plant in connection with San Vicente Reservoir; being Document No. 351924.

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 garage and storage room  
20 ft. by 40 ft. Regarding use of building for storage  
purposes.

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

James Kelsa Macpherson and Laura B. Macpherson, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Westerly Sixty five (65) feet of Lots Twenty five (25) and Twenty six (25) Block One hundred seventy seven (177) Subdivision University Heights, located at 1826 Lincoln Avenue;

That we desire to erect a garage and storage room, 20 ft. by 40 ft. in size, 18 inches from the side lot line and approximately 4 ft. from the street line and have applied for a Yard Variance under petition No. 2609, dated January 8, 1945;

That we, in consideration of approval granted by the City of San Diego to erect said building as a garage and storage room by Zoning Committee Resolution No. 624, dated January 18, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the building will be used as a garage and storage room 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.

JAMES KELSA MACPHERSON  
1826 Lincoln Ave San Diego

LAURA B. MACPHERSON  
1826 Lincoln Ave

On this 22nd day of January A.D. Nineteen Hundred and 45, before me, Doris Smylie a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James Kelsa Macpherson & Laura B. Macpherson 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)

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

RECORDED JAN 24 1945 50 min. past 3 P.M. in Book 1817 at page 82 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

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

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

J. DELL

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from James Kelsa and Laura B. Macpherson regarding construction and use of garage and storage room; being Document No. 351939.

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., a corporation is the owner of Lot 24 Block \_\_\_\_\_ of C. H. Tingey's Sub.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of January, by The Dennstedt Co., a corporation that \_\_\_\_\_ will, for and in consideration of the permission granted to remove 18 feet of curbing on Ethelda (4273) off Van Dyke Avenue and \_\_\_\_\_, adjacent to the above described property, bind \_\_\_\_\_ to, and their hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

THE DENNSTEDT CO.  
By E. W. DENNSTEDT Pres.  
By K. L. DENNSTEDT Sec'y.  
4110 El Cajon Blvd., San Diego, 5,  
Calif.



STATE OF CALIFORNIA

County of San Diego

ss.

On this 22nd day of January 1945 before me, the undersigned, a Notary Public in and for the said County and State, personally appeared E. W. Dennstedt, known to me to be the President, and K. L. Dennstedt, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

(SEAL)

My Commission expires Nov. 11, 1947

MARIE D. SPARKS  
Notary Public in and for said County and State

I HEREBY approve the form of the foregoing agreement this 24th day of January, 1945.  
J. F. DuPAUL City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED JAN 31 1945 34 min. past 2 P.M. in Book 1819 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. ZERVAS  
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 The Dennstedt Co.; being Document No. 351970.

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, W. F. Steigerwald is the owner of Lot 9, Block 40, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22 day of Sept., by W. F. Steigerwald that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Kettner between Date and Fir, adjacent to the above described property, bind himself to, and he hereby by these presents agrees, to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on W. F. Steigerwald heirs 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. STEIGERWALD  
1780 Kettner Blvd.

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 22 day of Sept., A.D. Nineteen Hundred and 44, before me, Vera McCormick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. F. Steigerwald known to me to be the person described in and whose name has subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires June 1, 1947

VERA MC CORMICK  
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 JAN 31 1945 34 min. past 2 P.M. in Book 1819 at page 113 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
E. 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 W. F. Steigerwald; being Document No. 351982.

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 as Surety, are held and 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-EIGHT and no/100 Dollars (\$48.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 22nd day of January, 1945.

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

- 1 - 12" Rensselaer gate valve and
- 1 - 10" " " "

in accordance with the plans and specifications referred to in said contract, and for the

NOW, THEREFORE, if 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

(SEAL)

ATTEST: MABELLE A. SETTER

Notary Public in and for the County of San Diego,

State of California.  
My Commission expires Jan. 27, 1947

COLUMBIA CASUALTY COMPANY (SEAL)

By A. H. ANDERSON Attorney-in-Fact.

## Sureties

STATE OF CALIFORNIA,

County of San Diego

SS.

On this 22nd day of January, in the year 1945, before me, Berten M. Straw, 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.

BERTEN M. STRAW

(SEAL).

Notary Public in and for said County and State

My Commission expires Jan. 28, 1948:

I HEREBY APPROVE the form of the foregoing Bond this 24th day of January, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 26 day of January, 1945.

F. A. RHODES

Acting City Manager

## CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 22nd day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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 - 12" Rensselaer, List 13A, IBBM, NRS., Hub End Gate Valve, open left with nut, and

- 1 - 10" Rensselaer, List 13A, IBBM, NRS., Hub End Gate Valve, open left with nut.

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 350995.

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

- |                                    |                 |
|------------------------------------|-----------------|
| 1 - 12" Rensselaer gate valve..... | \$107.50        |
| 1 - 10" " " " .....                | 82.00           |
|                                    | <u>\$189.50</u> |

Said prices include the California State Sales Tax.

Said contractor agrees to complete said delivery on or before the 26 day of January, 1945.

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 Hundred Eighty-nine and 50/100 Dollars (\$189.50), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City. 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, 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 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. 80319 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO  
By F. A. RHODES, Acting City Manager  
PAUL B. RAYBURN JR.  
PAUL B. RAYBURN  
INDUSTRIES SUPPLY COMPANY  
Contractor

co-partners dba

ATTEST: MABELLE A. SETTER (SEAL)  
Notary Public in and for the County of San Diego, State of California  
My Commission expires Jan. 27, 1947

I hereby approve the form and legality of the foregoing contract this 24th day of January, 1945.

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 Industries Supply Company for furnishing two Rensselaer gate valves; being Document No. 352000.

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, Ruben S. Barbachano is the owner of Lot Pueblo Lot 315, Block \_\_\_\_\_, of misc. Map #36. James Pascoe 1870;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of January 1945, by Ruben S. Baebachano. that he will, for and in consideration of the permission granted to remove 20 ft. (2 - 10') feet of curbing on Rosecrans. between Frontier and Midway, 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.

RUBEN S. BARBACHANO  
R. S. BARBACHANO  
3524 Rosecrans. (B7509)

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

On this 24 day of January, A.D. Nineteen Hundred and Forty Five, before me, Vernon S. Owens, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ruben S. Barbachano known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) VERNON S. OWENS  
Notary Public in and for the County of San Diego, State of California  
My Commission expires November 18, 1945  
I HEREBY approve the form of the foregoing agreement this 27th day of January, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK Deputy City Attorney

RECORDED JAN 31 1945 34 min. past 2 P.M. in Book 1819 at page 114 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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 Ruben S. Barbachano; being Document No. 352012.

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, Julius Anderson is the owner of Lot 7, Block 47, of San Diego 2 in Culverwell's & Taggarts

NOW, THEREFORE, This AGREEMENT, signed and executed this \_\_\_\_\_ day of January, by Julius Anderson that he will, for and in consideration of the permission granted to remove 20 feet of curbing on E between 21st and 22nd St., adjacent to the above described property, bind me to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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.

JULIUS ANDERSON  
2151 E Street, San Diego 2,  
California

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

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

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

(SEAL) F. L. HINTON  
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 January, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED JAN 31 1945 34 min. past 2 P.M. in Book 1819 at page 115 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
E. 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 Julius Anderson; being Document No. 352013.

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 a duplex with a four(4) foot rear yard

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

Fred M. Cox, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; Lot Six (6) (Easterly twenty one (21) feet) and all of Lot Seven (7) and Twenty-seven Subdivision Mission Cliff Gardens, located at 1712-14 Adams Avenue

That I desire to construct a duplex with a four (4) foot rear yard and have applied for a Yard Variance under Petition 2538, dated November 17, 1944;

That I, in consideration of approval granted by the City of San Diego to construct said duplex with the specified rear yard by Zoning Committee Resolution No. 781, dated December 7, 1944; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that no building or structure shall be built, constructed or placed upon the south six (6) feet of Lot Twenty Seven (27), Mission Cliff Gardens;

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 be 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.

FRED M. COX  
1704 Adams

On this 26 day of January A.D. Nineteen Hundred and forty-five, before me, Charles W. Curtis a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred M. Cox known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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

RECORDED JAN 31 1945 34 min. past 2 P.M. in Book 1809 at page 110 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
O PRYOR

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

M.C.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Fred M. Cox regarding construction of duplex with four-foot rear yard; being Document No. 352021.

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

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That W. J. RUHLE, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, a corporation organized under the laws of the State of New York, having its principal office in the City of Hartford, Connecticut, and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND THREE HUNDRED NINETY-SIX Dollars (\$2,396.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 29th day of January, 1945.

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: 19 New 1945 Model 61-OHV Harley-Davidson Motorcycles 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.

W. J. RUHLE

Principal

LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA,

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

(SEAL)

By THEO. M. FINTZELBERG

Attorney-in-Fact.

Sureties

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 29th day of January, 1945, personally appeared before me Theodore M. Fintzelberg the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California; that he is Attorney-in-fact of the London & Lancashire Indemnity Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

H. O. HEDRICK

Notary Public San Diego Co., California

(SEAL)

My Commission expires June 29, 1946

I HEREBY APPROVE the form of the foregoing Bond this 31st day of January, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 3rd day of February, 1945.

F. A. RHODES,

Acting City Manager

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

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 29th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and W. J. RUHLE, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 19 - new, 1945 Model 61-OHV, HARLEY-DAVIDSON MOTORCYCLES, with two-cylinder, over-head-valve engines of 61 cubic inch piston displacement, four-speed transmissions with left-hand gear-shift, right-hand throttle control, forks equipped with steering dampener and ride-control, four-ply tires 4" size (if 4" tires not available, 4-1/2" may be substituted at no change in price), spotlight switch mounted on handlebar, speedometer with register up to 100 m.p.h. and electric stop hand. Each motorcycle shall be equipped with heavy-duty type radio generator, coil and shielding, heavy-duty battery and headlight. Color of all motorcycles shall be the same as that used by the California Highway Patrol.
- 9 - of said motorcycles shall also have the following additional equipment: sport type windshield with heavy type Pyralin, luggage carrier, safety bar and ride-off stand; one Sealbeam, ruby lens spotlight mounted above headlight and operated by switch on handlebar.
- 10 - of said motorcycles shall be equipped with material furnished by The City of San Diego and installed by the contractor, as follows: windshields, luggage carriers, ruby lens spotlights, ride-off stands, safety bars and saddlebags.

The City of San Diego will furnish, and the contractor will install, upon said 19 motorcycles, one siren for each.

All of said motorcycles shall conform in all respects to standard factory specifications, mechanically and as to equipment, except as otherwise specified expressly herein.

Said contractor hereby agrees to furnish and deliver the material above described at and for the price of \$9,349.63, plus the 2-1/2% California State Sales Tax in the sum of \$233.74.

The Contractor agrees to accept in trade up to 13 used motorcycles now owned by The City of San Diego, at not less than the ceiling price established by the Office of Price Administration for each of said used motorcycles, respectively, and to credit such ceiling price for such used motorcycles as are so received in trade upon the price of said new motorcycles sold by the contractor to said City.

Delivery shall be made on or before March 31, 1945.

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.

Within 30 days after the delivery of said material, and the acceptance of the same by the Chief of Police of said City, The City of San Diego will pay to the contractor the amount of said price of said new motorcycles purchased by said City, together with the amount of the California State Sales Tax thereon, less the amount of said credit upon said price on account of said used motorcycles received in trade by 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. 80196 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO.

By F. A. RHODES,

Acting City Manager

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

W. J. RUHLE,

Contractor

I hereby approve the form and legality of the foregoing contract this 5th day of February, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with W. J. Ruhle for furnishing 19 Harley-Davidson motorcycles; being Document No. 352122.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

U.S.G.CO. Bond No. 1456724

KNOW ALL MEN BY THESE PRESENTS, That THE OTTO GERDAU COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SEVEN HUNDRED SEVENTY-ONE Dollars (\$771.00), lawful money of the United States of 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 January, 1945.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver: 40,000 pounds hickory broom fiber, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

THE OTTO GERDAU COMPANY (SEAL)  
F. SCHADT (Secretary)

ATTEST: ELLEN WITT

Principal

UNITED STATES GUARANTEE COMPANY

By WARD E. FLAXINGTON,

Assistant Secretary

Sureties

(SEAL)

COUNTERSIGNED BY: A. O. FISKE  
Agent at San Francisco, Cal.

I HEREBY APPROVE the form of the foregoing Bond this 5th day of February, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 5th day of February, 1945.

F. A. RHODES,

Acting City Manager



## C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 25th day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and THE OTTO GERDAU COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

40,000 pounds of Hickory Broom Fibre, in bales of 100 pounds each. Said broom fibre shall be white, straight-grained, fine cut, AAA grade mountain hickory splints 3/16" x 26", and shall not include more fine splints or short pieces in proportion than were included in the sample submitted by the contractor.

At the option of The City of San Diego, the contractor may be required to deliver all or any part of said broom fibre in the form of splints 1/8" x 26", quality and all other specifications remaining the same, and without increase in price.

The City shall not be required to pay the 3% Federal Transportation Tax, and shall furnish to the contractor the necessary tax exemption certificate or certificates.

Shipment of said broom fibre shall be made from the mill, in North Carolina, within four weeks from date of receipt by the contractor of the City's order to make delivery.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following price, to-wit: 40,000# of Hickory Broom Fibre @ \$154.20 per ton of 2000#, f.o.b. San Diego, California.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Three Thousand Eighty-four Dollars (\$3,084.00), said payments to be made as follows:

Payment shall be made within 30 days after receipt, inspection and acceptance of said broom fibre by the City; provided, however, that in the event that any bale or bales of said broom fibre be found to be in any way below the foregoing specifications, the City may, at its option either: (a) reject the entire quantity of said broom fibre; or (b) accept and retain so much of said broom fibre as may fully conform to said specifications, pay therefor at the rate of \$154.20 per ton, f.o.b. San Diego, California, and reject the remainder of said broom fibre, without liability therefor under this agreement or otherwise.

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. 80477 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES,

Acting City Manager

THE OTTO GERDAU COMPANY (SEAL)

F. SCHADT (Secretary)

Contractor

ATTEST: ELLEN WITT

I hereby approve the form and legality of the foregoing contract this 5th day of February, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with The Otto Gerdau Company for furnishing 40,000 pounds of hickory broom fiber; being Document No. 352133.

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

By Francis T. Tilton Deputy

L E A S E

THIS AGREEMENT, made and entered into this 5th day of February, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and R. E. HAZARD, hereinafter called the Lessee, WITNESSETH:

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

Pueblo Lot 1102 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof made by James Pascoe ; in the year 1870, a copy of which map is filed as Miscellaneous Map No. 36, in the office of the County Recorder of said County of San Diego, subject to existing liens and encumbrances, EXCEPTING the following described parcel of land:

Commencing at the southwesterly corner of said Pueblo Lot 1102; thence northerly along the westerly line of said Pueblo Lot 1102, a distance of 473.75 feet to a point; thence at right angles easterly a distance of 295.32 feet to a point; thence at right angles southerly a distance of 473.75 feet to the southerly line of said Pueblo Lot 1102; thence westerly along the southerly line of said Pueblo Lot 1102, a distance of 295.32 feet to the point of commencement.

For a term of five (5) years, beginning on the 1st day of February, 1945, and ending on the 31st day of January, 1950, at the following rentals: Thirty Dollars (\$30.00) per year payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; and the City reserved all sand and gravel on the premises, with the right of removal thereof, and the right of ingress and egress for such purpose.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

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

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 2941 (New Series) of the Council authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

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

R. E. HAZARD,  
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 5th day of February, 1945.

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 R. E. Hazard for portion of Pueblo Lot 1102; being Document No. 352162.

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

By Francis T. Tilton Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY EDWARD V. LANEY, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE OTAY PUMP HOUSE, WHICH SAID CONTRACT IS DATED DECEMBER 5, 1944, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 351153.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Edward V. Laney, under his contract with the City for the construction of the Otay Pump House, and which said contract is dated December 5, 1944, and is on file in the office of the City Clerk of said City as Document No. 351153, 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 5, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on February 6, 1945, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by Edward V. Laney. 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 February, 1945.

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk

(SEAL)

RESOLUTION NO. 80537

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer of The City of San Diego, dated February 5, 1945, on file with the City Clerk, that the work performed and materials furnished by Edward V. Laney for the construction of the Otay Pump House, which contract is dated December 5, 1944, and is on file in the office of the City Clerk of said City as Document No. 351153, 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 Edward V. Laney, under his contract for the construction of the Otay Pump House, 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 48 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.

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

Approved as

to form by J. F. DuPaul, City Attorney

By \_\_\_\_\_

Deputy City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 6th day of February, 1945, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Boud, Dail, 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. 80537 of the Council of the City of San Diego, California, as adopted by said Council FEB 6 1945

FRED W. SICK City Clerk

By AUGUST M. WADSTROM

Deputy

(SEAL)

RECORDED FEB 6 1945 15 min. past 2 P.M. in Book 1797 at page 491 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 Notice of completion and acceptance of Otay Pump House constructed by Edward V. Laney; being Document No. 352173.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

NEGOTIATED AGREEMENT NO. W 868 ENG 5081  
SUPPLEMENTAL AGREEMENT TO DISPENSE WITH  
NOTICE OF RENEWAL

THIS SUPPLEMENTAL AGREEMENT entered into this 19th day of April, 1944, 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 November 1 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 Lots 139 and 140, Addition No. 1 to City Gardens, City of San Diego, County of San Diego, State of California as shown on Map No. 1443 and filed in the office of the County Recorder on May 22, 1912.



Located on Stewart Street 62 feet West of the Northwest corner of Stewart and Spencer Streets. Vacant Land. Containing 15,907 square feet.  
for the period November 1 1942, to June 30, 1943, 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, 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 May 27, 1941.

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

WITNESS: E. LONGFELLOW  
Civic Center

CITY OF SAN DIEGO, (SEAL)  
a Municipal Corporation  
By WALTER W. COOPER  
Lessor.

THE UNITED STATES OF AMERICA  
By JOHN A. LOOMIS  
(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 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.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement-Notice of Renewal of lease of land at Stewart and Spencer Streets by the United States; being Document No. 352196.

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

KNOW ALL MEN BY THESE PRESENTS, That L. C. ANDERSON and CARL A. BRORSON, co-partners doing business under the firm name and style of L. C. ANDERSON COMPANY, as Principal and AMERICAN SURETY COMPANY OF NEW YORK a corporation of the State of New York, 100 Broadway, New York, New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND EIGHTY-FIVE Dollars (\$3,085.00), lawful money of the United States of 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 5th day of February, 1945.

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 contract two confort stations, in the Mission Beach Amusement Area, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

L. C. ANDERSON partner  
CARL A. BRORSON, partner  
co-partners doing business as L. C. ANDERSON  
COMPANY Principal

ATTEST: ETHELENE WEST

AMERICAN SURETY COMPANY OF NEW YORK (SEAL)  
By RALPH E. SMITH Attorney-in-Fact  
Sureties

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

On this 5th day of February in the year One Thousand Nine Hundred and Forty-Five before me Val C. Koch 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) VAL C. KOCH  
Notary Public in and for the County of San Diego  
State of California  
My Commission expires Nov. 22, 1947

I HEREBY APPROVE the form of the foregoing Bond this 7th day of February, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 7th day of February, 1945.

F. A. RHODES,  
Acting City Manager

The rate of premium on this bond is \$15.00 per thousand of contract price. Total amount of premium charged, \$185.10.

KNOW ALL MEN BY THESE PRESENTS, That L. C. ANDERSON and CARL A. BRORSON, co-partners doing business under the firm name and style of L. C. ANDERSON COMPANY, as Principals and AMERICAN SURETY COMPANY OF NEW YORK 100 Broadway, New York, New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX THOUSAND ONE HUNDRED SEVENTY Dollars (\$6,170.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principals hereby bind themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 5th day of February, 1945.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of two comfort stations, in the Mission Beach Amusement Area, in the City of San Diego, California; and

WHEREAS, the aforesaid penal sum of Six Thousand One Hundred Seventy Dollars (\$6,170.00), 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 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 principals have caused this instrument to be executed by hereunto subscribing their names, 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 5th day of February, 1945.

L. C. ANDERSON                      Partner  
CARL A. BRORSON,                      Partner  
co-partners dba                      L. C. ANDERSON COMPANY                      Principals  
AMERICAN SURETY COMPANY OF NEW YORK                      (SEAL)  
By RALPH E. SMITH  
Attorney-in-Fact                      Surety

ATTEST: ETHELENE WEST

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

On this 5th day of February in the year One Thousand Nine Hundred and Forty-Five before me Val C. Koch 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)                      VAL C. KOCH  
Notary Public in and for the County of San Diego  
State of California

My Commission expires Nov. 22, 1947

The premium on this bond included in Performance Bond

I HEREBY APPROVE the form of the foregoing Bond this 7th day of February, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 7th day of February, 1945.

F. A. RHODES  
Acting City Manager

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

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 5th day of February, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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. C. ANDERSON and CARL A. BRORSON, co-partners doing business under the firm name and style of L. C. ANDERSON COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The construction of two comfort stations, in the Mission Beach Amusement Area, in the City of San Diego, California, in accordance with the plans and specifications therefor filed in the office of the City Clerk of said City under Document No. 351484.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Twelve Thousand Three Hundred Forty and no/100 Dollars (\$12,340.00).

Said contractor agrees to commence said work within \_\_\_\_\_ days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractor in warrants drawn upon the proper fund of said City, the following sums, to-wit: Twelve Thousand Three Hundred Forty and no/100 Dollars (\$12,340.00), said payments to be made 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.

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 contractors further agree that they will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractors further agree that they 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 they will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of 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 contractors will repair or replace such damage, at their 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 contractors of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractors on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractors agree 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 their own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Act of 1917.

Said contractors further agree to furnish said City with a certificate of the insurance carrier with whom said contractors are carrying a policy of insurance, acknowledging full liability and covering all employees connected with the work specified in this contract, and insuring said contractors 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 contractors further agree and covenant that neither said contractors, 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 contractors 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 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 hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractors further agree and covenant 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 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 contractors, 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 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:

Trade or Occupation	Wage 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	13.60
Glaziers	10.80
Laborers, building	7.00
Lathers	13.00
Painters	10.80
Plasterers	13.00
Plasterer-tender	11.80
Plumbers	12.00
Roofers	10.80
Sheet metal workers	11.52
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 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.

If the contractors consider any work required of them to be outside the requirements of this contract, or consider any record or ruling of the said Director of Public Works unfair, they 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. 80522 of the Council authorizing such execution, and the contractors have hereunto subscribed their names, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,  
By F. A. RHODES  
Acting City Manager  
L. C. ANDERSON Partner  
CARL A. BRORSON Partner  
co-partners doing business as  
L. C. ANDERSON COMPANY  
Contractors.

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of February, 1945.

J. F. DuPAUL, City Attorney,  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with L. C. Anderson Company for constructing two comfort stations at Mission Beach Amusement Center; being Document No. 352202.

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 single family dwelling and  
Regarding use of converted storage shed as living quarters.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS.  
City of San Diego )

Wilfred W. Allington, after being first duly sworn, for himself deposes and says:  
That I am the owner of the hereinafter described real property; Lot Eight (8) (except the West one hundred (100) feet of the North one hundred (100) ft.,) Block Thirteen (13) Subdivision Encanto Heights located at 6320 Wunderlin Street;

That I desire to erect a single family dwelling on the above described property which already has three (3) living units on it;

That I, in consideration of approval granted by the City of San Diego to erect the single family dwelling; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that as soon as the single-family dwelling is completed I will then vacate the storage shed now used as living quarters, which was granted by Zoning Committee Resolution No. 669, dated July 20, 1944, and will convert it back to its original use.

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.

WILFRED W. ALLINGTON  
6320 Wunderlin

On this 2nd day of February A.D. Nineteen Hundred and forty-five, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wilfred W. Allington known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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) CLARK M. FOOTE JR.  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires March 16, 1947  
RECORDED FEB 16 1945 45 min. past 12 P.M. in Book 1809 at page 337 of Official Records  
San Diego Co., Cal. Recorded at request of Grantee.

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

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

O PRYOR

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Wilfred W. Allington relative to single family dwelling on Wunderlin Street; being Document No. 352105.

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 15 ft. by 20 ft. addition and an 8 ft. by 10 ft. addition to an existing residence.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS.  
City of San Diego )

Rosalind Warren, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property: Lot Twenty (20) Block Five (5) Subdivision Pacific View, located at 4210 Western Street;

That I desire to make a 15 ft. by 20 ft. addition and also an 8 ft. by 10 ft. addition to an existing residence on the above described property;

That I, in consideration of approval granted by the City of San Diego to make the above additions; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will remove the additions, at no expense to the City, after the City acquires title to the lots.

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.

ROSALIND R. WARREN  
4210 Western Ave.

On this 7th day of February A.D. Nineteen Hundred and forty-five, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rosalind R. Warren known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) CLARK M. FOOTE JR.  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires March 16, 1947  
RECORDED FEB 16 1945 45 min. past 12 P.M. in Book 1823 at page 167 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

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

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

E. BAEPLER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Rosalind Warren relative to addition to residence at 4210 Western Street; being Document No. 352194.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That HOWARD McCURDY, as Principal and NATIONAL SURETY CORPORATION a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND SIXTY-FIVE Dollars (\$1065.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of February, 1945.

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 - vertical centrifugal type sand traps, 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.

HOWARD McCURDY

Principal  
NATIONAL SURETY CORPORATION (SEAL)  
By MYRON C. HIGBY Attorney-in-fact  
Sureties

WITNESS W. B. GIRARD

The rate of Premium on this Bond is \$7.50  
per \$1,000. Total Premium charged is \$31.93

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

On this 7th day of February, A.D., 1945, before me, Norma S. Steinhauser a Notary Public in and for said County and State, personally appeared Howard McCurdy, known to me (or proved to me on the oath of \_\_\_\_\_), to be the person 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 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 8th, 1946.

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

On this 7th day of February, in the year one thousand nine hundred and 45, before me, Norma S. Steinhauser a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Myron C. Higby 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 Myron C. Higby 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 foregoing Bond this 8th day of February, 1945.

J. F. DuPAUL, City Attorney,

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 8th day of February, 1945.

F. A. RHODES

Acting City Manager

KNOW ALL MEN BY THESE PRESENTS, that NATIONAL SURETY CORPORATION, a Corporation duly organized and existing under the laws of the State of New York, and having its principal office in the City of New York, N.Y., hath made, constituted and appointed, and does by these presents make, constitute and appoint Myron C. Higby of Los Angeles, and State of California its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed Two Hundred Thousand (\$200,000.00) Dollars and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following provisions of the By-Laws of the National Surety Corporation:

"ARTICLE XII. RESIDENT OFFICERS AND ATTORNEYS-IN-FACT.

"Section 1. The President, Executive Vice President or any Vice President may, from time to time, appoint Resident Vice Presidents, Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and the President, Executive Vice President or any Vice President, the Board of Directors or the Executive and Finance Committee may at any time suspend or revoke the powers and authority given to any such Resident Vice President, Resident Assistant Secretary or Attorney-in-Fact, and also remove any of them from office.

"Section 4. ATTORNEYS-IN-FACT. Attorneys-in-Fact may be given full power and authority, for and in the name and on behalf of the Corporation, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, and any and all notices and documents cancelling or terminating the Corporation's liability thereunder, and any such instrument so executed by any such Attorney-in-Fact shall be as binding upon the Corporation as if signed by the President and sealed and attested by the Secretary.

"Section 7. ATTORNEYS-IN-FACT. Attorneys-in-Fact are hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, or other conditional or obligatory undertakings, and they are also authorized and empowered to certify to copies of the By-Laws of the Corporation or any Article or Section thereof.

IN WITNESS WHEREOF, the National Surety Corporation has caused these presents to be signed by its Vice-President and its corporate seal to be hereto affixed, duly attested by its Assistant Secretary, this 29th day of March A.D., 1938.

NATIONAL SURETY CORPORATION

By S. G. DRAKE

Vice-President

(SEAL)  
ATTEST: A. N. MAC DOUGALL Assistant Secretary

STATE OF NEW YORK, )  
County of New York, ) ss.:

On this 29th day of March A.D., 1938, before me personally came S. G. Drake, to me known, who, being by me duly sworn, did depose and say, that he resides in the City of New York; that he is Vice-President of the National Surety Corporation, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order. And said S. G. Drake further said that he is acquainted with A. N. MacDougall and knows him to be an Assistant Secretary of said Corporation, and that he executed the above instrument.

M. M. MILLER

Notary Public

STATE OF NEW YORK, )  
COUNTY OF NEW YORK, ) ss.

I, H. Hussenetter Resident Assistant Secretary of the National Surety Corporation, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said National Surety Corporation, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corpora-



tion, at the City of New York, N.Y., this 7th day of February, A.D., 1945.

H. HUSSENETTER  
Resident Assistant Secretary

CONTRACT - THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 7th day of February, 1945, by and between The City of San Diego, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and HOWARD McCURDY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

F.o.b. job 49th and Imperial Avenue, San Diego, California, portions of two sand traps, capacity 2800 gallons per minute each, designed for working pressure of 125 lbs. per square inch, and making use of City's existing sand trap, parts to be furnished to include one 16" inlet, one 6" flanged outlet at bottom, and one 24" flanged outlet, including necessary bolts, nuts and gaskets, in accordance with the drawings and specifications therefor on file in the office of the City Clerk of said City under Document No. 351317.

The contractor shall hold and save The City of San Diego, its officers, agents, servants and employees harmless from and against all and every demand, or demands, of any nature or kind for or on account of the use of any patented invention, article, or appliances included in the material or supplies hereby agreed to be furnished under this contract.

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

2 - each (portions of 2 sand traps).....@ \$2077.80 ea	\$4154.00
Plus California State Sales Tax.....	103.85
	<u>\$4257.85</u>

Delivery is conditioned upon the City's delivery of priority for steel for fabrication of sand traps, and will be made six (6) weeks from receipt of steel.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Four Thousand Two Hundred Fifty-seven and 85/100 Dollars (\$4,257.85), 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, 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, 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 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. 80510 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO  
By F. A. RHODES,  
Acting City Manager  
HOWARD McCURDY  
Contractor

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

I hereby approve the form and legality of the foregoing contract this 8th day of February, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Howard McCurdy for two vertical centrifugal type sand traps; being Document No. 352217.

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

By Francis T. Patten Deputy

NEW

THIS AGREEMENT, made this 14th day of December, 1944, by and between San Diego & Arizona Eastern Railway Company, a corporation, first party, hereinafter termed "Licensor," and CITY OF SAN DIEGO, a political sub-division of State of California, 1970 B Street, San Diego 2, California, second party, hereinafter termed "Licensee,"

WITNESSETH THAT:

Licensor, in consideration of the sum of FIVE AND NO/100ths (\$5.00) Dollars, to be paid by Licensee to Licensor, and in further consideration of the faithful performance by Licensee of all the covenants and agreements herein contained, hereby permits Licensee to construct, reconstruct, maintain and operate a six (6) inch standard cast iron pipe, encased in an eighteen (18) inch standard steel pipe, with one-fourth (1/4) inch wall thickness, extending seventeen and one-half (17-1/2) feet from center line of track in both directions, hereinafter termed "structure," for conveying water, said structure to be constructed beneath property of Licensor, at a depth specified by Licensor, at or near Encanto Station, County of San Diego, and State of California, in the location as shown in red on the print attached hereto and made part hereof, and more particularly described as follows, to-wit: From a point in Licensor's northerly right of way line to a point in the southerly right of way line and crossing not less than three feet below base of rails in Licensor's main line track at Engineer Station 351 plus 40.

This agreement is made upon the following terms and conditions:

1. Licensee hereby acknowledges the title of Licensor in and to the premises described in this agreement and agrees never to assail or resist said title.

2. Licensee and the agents and employees of Licensee shall have the privilege of entry on said premises for the purpose of making necessary repairs to or changes in said structure, and Licensee agrees to at all times keep said premises in a good and safe condition free from waste all to the satisfaction of Licensor. If Licensee fails to keep said premises in a good and safe condition, free from waste, then Licensor may perform the necessary work at the expense of Licensee, which expense Licensee agrees to pay to Licensor upon demand. Licensee agrees that all work upon, or in connection with, said structure shall be done at such times and in such manner as not to interfere in any way whatsoever with the operations of Licensor, and that the location of said structure and all said work shall be done and made under the supervision and to the satisfaction of Licensor. In the event Licensor shall at any time or times require the removal, reconstruction, alteration or changes in the location of said structure, or shall at any time or times construct an additional track or tracks, then Licensee agrees at Licensee's own sole cost and expense, upon receiving written notice from Licensor so to do, to forthwith construct and maintain an additional structure or extend or change said structure or immediately remove, reconstruct, alter or make changes in the location of said structure as may be requested by Licensor and in a manner satisfactory to Licensor.

3. Licensee shall not assign or transfer this agreement, in whole or in part, or permit any other person to use the right or privilege hereby given, without the written consent of Licensor first had and obtained.

4. Licensee agrees to reimburse Licensor the cost to Licensor of furnishing any necessary watchmen, flagmen or inspectors and for performing any work, including installing and removing any necessary falsework beneath the tracks of Licensor, during the installation, maintenance or removal of said structure.

5. In the event Licensee shall discontinue the use of said structure or shall abandon the same, all rights hereby given shall forthwith cease and determine.

Should Licensee fail to keep, observe and perform any covenant or condition on Licensee's part herein contained, all rights hereby given shall, at the option of Licensor, forthwith cease and determine. Upon termination of the privileges contained herein or upon termination of this agreement, as hereinafter provided, Licensee shall, at Licensee's own cost and expense, immediately remove said structure and restore said premises as nearly as possible to the same state and condition they were in prior to the construction of said structure. Should Licensee in such event fail neglect or refuse to so remove said structure and so restore said premises, such removal and restoration may be performed by Licensor at the expense of Licensee, which expense Licensee agrees to pay to Licensor on demand.

6. Licensee shall indemnify and save harmless the Licensor from and against any and all loss, damage, liability, expense, claims and demands, of whatsoever character, direct or consequential, including injuries to employees of Licensor or to third persons, damage to property belonging to or in the custody or possession of Licensor or third persons, whether upon the property or right of way of Licensor, or elsewhere, caused directly or indirectly by the construction, renewal, relocation, operation, maintenance, presence or removal of said structure, adjuncts or appurtenances.

7. The Licensee shall assume all risk of damage to said structure and appurtenances and to any other property of said Licensee, or any property under the control or custody of the Licensee, while upon the property or right of way of Licensor, or in proximity thereto, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of railroad of the Licensor or its or their present or future adjuncts or appurtenances, and does hereby release and agrees to indemnify and save harmless the Licensor from and against any and all liability for injuries suffered by Licensee or the agents or the representatives of the Licensee, or any other person or persons while engaged in the construction, maintenance, operation, replacement or removal of said structure and appurtenances, caused by or contributed to in any way by the construction, operation, maintenance or presence of the line or lines of railroad of the Licensor or its or their present or future adjuncts or appurtenances or caused in any other respect whatsoever.

8. In the event any work upon or in connection with said structure or its appurtenances to be done upon, beneath or adjacent to the tracks and property of Licensor should be let to Contractor by Licensee, such work shall not be begun until such Contractor shall have first entered into an agreement with Licensor, satisfactory to Licensor and indemnifying Licensor from and against all claims, demands, cost, loss, damage and liability, growing out of the performance of the work to be done by such Contractor, and such Contractor shall furnish, at no expense to Licensor, a good and sufficient reliable Surety Company bond in such amount as may be specified by Licensor for the faithful performance of all the terms, covenants, conditions and stipulations contained in said agreement to be entered into with Licensor by said Contractor, as here in this paragraph provided; the form of said bond to be satisfactory to Licensor.

9. Licensee will fully pay for all materials joined or affixed to said premises, and pay in full all persons that perform labor upon said premises, and will not permit or suffer any mechanics' liens or materialmen's liens of any kind or nature to be enforced against said premises for any work done or materials furnished thereon at Licensee's instance or request.

10. In case Licenser shall bring suit to compel performance of, or to recover for breach of, any covenant, agreement or condition herein written, Licensee shall and will pay to Licenser reasonable attorney fees in addition to the amount of judgment and costs.

11. This agreement may be terminated by either party hereto by giving thirty (30) days' notice in writing to that effect.

12. Except as otherwise provided herein, the terms and conditions of this agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

13. Nothing contained in this agreement shall obligate Licensee to indemnify or release Licenser against loss or damage arising from fire caused solely by Licenser's negligence.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate the day and year first herein written.

Description Correct: SAN DIEGO AND ARIZONA EASTERN RAILWAY COMPANY  
By H. R. GERNREICH V.P. & G.M.

Resident Engineer

WITNESSED BY: \_\_\_\_\_

CITY OF SAN DIEGO (Licensee) (SEAL)  
By F. A. RHODES

Acting City Manager

Attest: FRED W. SICK

City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Arizona Eastern Railway Company covering installation of 6" water pipe under tracks at 60th Street, Encanto (except drawing 2896-B attached to and filed with original document); being Document No. 352254.

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 9th day of February, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and OLIVER SEXSON, hereinafter called the Lessee, WITNESSETH:

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

All of Pueblo Lot 1294; east half of Pueblo Lot 1295; all that portion of Pueblo Lot 1293 lying north of the original right of way of the Atchison, Topeka & Santa Fe Railway Company (excepting those portions of the 10-acre tracts shown as Canada San Buenaventura on the Pascoe Map of the Pueblo Lands of San Diego lying within Pueblo Lot 1293), excepting those portions of Pueblo Lot 1293 and 1294 described in lease from The City of San Diego to The Atchison, Topeka and Santa Fe Railway Company, dated May 1, 1943, filed September 15, in the Office of the City Clerk of The City of San Diego as Document No. 340032; said Pueblo Lots being according to the Map of the Pueblo Lands of San Diego made by James Pascoe, filed as Miscellaneous Map No. 36, in the Office of the County Recorder of San Diego County, California; being 265 acres of land, more or less; For a term of five (5) years, beginning on the 9th day of February, 1945, and ending on the 8th day of February, 1950, at the following rentals: Two Hundred Sixty-five Dollars (\$265.00) 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 lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 2929 (New Series) of the ordinances of The City of San Diego, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By F. A. RHODES, Acting City Manager  
OLIVER SEXSON, Lessee

I HEREBY APPROVE the form of the foregoing lease this 13th day of February, 1945.  
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 Oliver Sexson for portions Pueblo Lots 1293-4-5; being Document No. 352288.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Frances T. Tatten Deputy

UNDERTAKING FOR STREET LIGHTING  
Crown Point 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 FORTY-SEVEN DOLLARS (\$147.00), 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 February, 1945.

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 MOORLAND DRIVE, for its entire length in Crown Point; FRONTERA STREET, for its entire length in Crown Point; and CROWN POINT DRIVE, for its entire length in Crown Point, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

ATTEST: J. A. CANNON Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY Vice President in Charge of Sales  
Principal (SEAL)  
THE CENTURY INDEMNITY COMPANY  
By FRANKLIN T. HALE Attorney-in-Fact  
Surety (SEAL)

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

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

On this 7th day of February, A.D., 1945, 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 15 day of February, 1945.  
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. 80499 passed and adopted on the 23rd day of January, 1945, require and fix the sum of \$147.00 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.  
Crown Point Lighting District No. 1

THIS AGREEMENT, made and entered into this 20th day of February, 1945, 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 certain ornamental street lights located on the following named streets in the City of San Diego, California, to-wit:

MOORLAND DRIVE, for its entire length in Crown Point;  
FRONTERA STREET, for its entire length in Crown Point; and  
CROWN POINT DRIVE, for its entire length in Crown Point.

Such furnishing of electric current shall be for a period of one year from and including February 15, 1945, to-wit: to and including February 14, 1946.

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 Crown Point Lighting District No. 1", filed November 9, 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 Five Hundred Eighty-five Dollars (\$585.00) 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 "Crown Point Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Five Hundred Eighty-five Dollars (\$585.00) shall be paid out of any other fund than said special fund designated as "Crown Point Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Five Hundred Eighty-five Dollars (\$585.00).

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

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

ATTEST: J. A. CANNON Secretary (SEAL)

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

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
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 15 day of February, 1945.

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 Crown Point Lighting District No. 1; being Document No. 352306.

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 16th day of Feb., 1945, by and between THE CITY OF SAN DIEGO, a municipal 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 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 thru Friday	DOWNTOWN AREA, both sides of Broadway and "C" Street, from 8th Avenue to 2nd Avenue;
Monday	East side of Hawley Boulevard to the County Road on the east; from the north side of Adams Avenue to the canyons on the north.
Tuesday	East side of 30th Street to west side of 33rd Street; from north side of Palm Street to south side of Upas Street; from the north end of 30th Street bridge to south side of Palm Street; and from the east side of 30th Street to the canyons on the east.
Wednesday	East side of 6th Avenue to west side of 10th Avenue; from Upas Street to south side of Robinson Street and from east side of 10th Avenue to west side of Richmond Street,

from Upas Street to the south side of Essex Street.

Thursday - Northwest side of Arden Way, from Ft. Stockton Drive to Sunset Boulevard; both sides of Arden Way, south of Sunset Boulevard, to all of Cosoy Way; from the canyons on the north to the canyons on the southwest.

Friday - From 28th Street on the east to the west side of Fern Street; from the north side of "A" Street to the south side of Date Street; from the east side of Fern Street to the west side of 31st Street; from north side of "A" Street to south side of Elm Street; from east side of 31st Street to the canyons on the east; from north side of "A" Street to the south side of Cedar Street.

Saturday - From north side of Beech Street to south side of Hawthorn Street; from east side of 1st Avenue to west side of 6th Avenue.

The period of this contract shall extend from February 5 to and including March 31, 1945.

(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 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. 80554 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 F. A. RHODES Acting City Manager  
EDWIN J. SNORE Contractor



I HEREBY APPROVE the form and legality of the foregoing Contract this 16th day of February, 1945.

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

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$2,400.00

Dated FEB 5 1945

JOHN McQUILKEN

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL GC 272

Memo EDWIN J. SNORE (Rubbish collection 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. 352326.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tattan Deputy

REVOCABLE PERMIT

In consideration of the benefits and advantages to be derived therefrom, THE UNITED STATES OF AMERICA, represented by the Chief of the Bureau of Yards and Docks, acting under the direction of the Secretary of the Navy, hereinafter called the Permittor, hereby grants to the CITY OF SAN DIEGO, CALIFORNIA, hereinafter called the Permittee, permission, revocable at will, to occupy and use a portion of land of the United States, comprising the U.S. Naval Repair Base, San Diego, California, for the construction, maintenance, operation and repair of an improvement to public Highways known as 32nd Street and Main Street, in the City of San Diego, California, at the location and in accordance with details of City of San Diego Engineering Department Drawing dated October 7, 1944, numbered 6403-L and bearing legend "Plat showing land affected by easement or permit from U. S. Navy at the intersection of 32nd and Main Streets", attached and made a part hereof, a more particular description of which is as follows:

All that land in the City of San Diego and County of San Diego, State of California; Those portions of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 43 and 44, in Block 35, of H.P. Whitney's Addition, according to the Map thereof No. 168, filed in the Office of the County Recorder of said County of San Diego, and, those portions of the alley in said Block 35 closed to public use by Resolution No. 34, of the Common Council of said City of San Diego, adopted May 14, 1894, adjoining and contiguous of said Lots 1, 2, 43 and 44, and, those portions of Lots 38, 39, 40, 41, 42, 43, 44, 45, 46 and 47, in Block 216, of San Diego Land and Town Co's South Chollas Addition to San Diego, according to the Map thereof No. 579, filed in the Office of said County Recorder, particularly described in two separate parcels, as follows, to-wit:

PARCEL 1:

Commencing at a point on the northerly line of Block 35, said H. P. Whitney's Addition, distant thereon 320.07 feet easterly from the northwesterly corner of said Block 35; thence easterly along said northerly line a distance of 41.47 feet to an intersection with the northwesterly prolongation of the southwesterly line of that certain strip or parcel of land described in deed from J. A. Frame and Mary Frame, Husband and wife, to the City of San Diego, dated July 13, 1893, recorded in Book 216, of Deeds, at page 321, et seq., in the Office of said County Recorder, said last described point being also the point of intersection of the southerly line of Main Street with the southwesterly line of Main Street as located and established at the time of acquisition by the United States of America of the lands described in that certain action in eminent domain in the District Court of the United States, in and for the Southern District of California, Southern Division, designated as Case No. 444 S.D.Civil; thence southeasterly along the northwesterly prolongation of the southwesterly line of said strip or parcel of land described in said deed from J.A. Frame and wife to the City of San Diego, southeasterly along the southwesterly line thereof and southeasterly along the southeasterly prolongation of the southwesterly line of said strip or parcel of land described in said deed from J.A. Frame and wife, being also along said southwesterly line of Main Street, a distance of 223.13 feet to a point on the westerly line of Thirty-second Street 60 feet in width, as located and established at the time of acquisition by the United States of America of the lands described in said action in eminent domain designated as Case No. 444 S.D.Civil, distant thereon 156.88 feet northerly from the southerly line of said Block 35; thence southerly along the westerly line of said Thirty-second Street, a distance of 80.84 feet to a point, said last described point being also the point of a tangent curve concaved westerly and southwesterly having a radius of 92.00 feet; thence northerly and northwesterly along the arc of said curve, a distance of 41.39 feet to a point of tangency; thence northwesterly on a direct line tangent to said curve, a distance of 47.17 feet to the point of a tangent curve concaved southwesterly having a radius of 92.00 feet; thence northwesterly along the arc of said last described curve, a distance of 41.39 feet to a point of tangency distant 8.00 feet southwesterly at right angles from said southwesterly line of Main Street; thence northwesterly on a direct line parallel with said southwesterly line of Main Street and tangent to said last described curve, a distance of 108.53 feet to the point of a tangent curve concaved southwesterly having a radius of 192.00 feet; thence northwesterly along the arc of said last described curve, through a central angle of 25° 21' 26", a distance of 84.97 feet to the point of commencement; ALSO,

PARCEL 2:

Commencing at a point on the northeasterly line of Block 216, said San Diego Land and Town Co's South Chollas Addition to San Diego, distant thereon 327.01 feet northwesterly from the most easterly corner of said Block 216; thence northwesterly along the northeasterly line of said Block 216, a distance of 240.23 feet to an intersection with the easterly line of that certain strip or parcel of land described in deed from the San Diego Land and Town Company, a corporation, to the City of San Diego, dated February 6, 1897, recorded in Book 261 of Deeds, at page 280, et seq., in the Office of said County Recorder, said last described point being also a point on the easterly line of Thirty-second Street 60 feet in width as said easterly line was located and established at the time of acquisition by the

United States of America of the lands described in that certain action in eminent domain in the District Court of the United States, in and for the Southern District of California, Southern Division, designated as Case No. 407, S.D. Civil; thence southerly along the easterly line of said parcel of land described in said deed from the San Diego Land and Town Company, being also along said easterly line of Thirty-second Street, a distance of 92.20 feet to a point, said last described point being also the point of a tangent curve concaved easterly and southeasterly having a radius of 47.00 feet; thence northerly and northeasterly along the arc of said curve a distance of 62.80 feet to the point of compound curve having a radius of 10.00 feet; thence easterly along the arc of said last described curve, a distance of 9.06 feet to a point of tangency, said last described point being also distant 10.00 feet southwesterly at right angles from the northeasterly line of said Block 216; thence southeasterly on a direct line tangent to said last described curve, being also on a line parallel with the northeasterly line of said Block 216, a distance of 99.05 feet to the point of a tangent curve concaved northeasterly having a radius of 105.48 feet; thence southeasterly along the arc of said last described curve, a distance of 27.61 feet to the point of a reverse curve having a radius of 188.00 feet; thence easterly along the arc of said last described curve, a distance of 49.22 feet to the point of commencement.

The permission hereby granted shall be subject to the following provisions and conditions:

1. This permit shall not be assignable or transferable except upon the written consent of the Permitter, or by 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 Permitter.

3. The Permittee shall retain title to the facility authorized by this permit and all costs and expenses incurred in connection with the construction, maintenance, operation or repair of said facility shall be borne by the Permittee. Upon the termination of this permit, the Permittee, within a reasonable time thereafter, shall remove the said facility and restore Permitter's land as nearly as practicable to its original condition. Any expense incurred by the Permitter, after such termination in removing such property, or in restoring said land shall be reimbursed to the Permitter by the Permittee.

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 Permitter, or by the Commandant, Eleventh Naval District, San Diego, California, who is hereby designated as the local representative of the Navy Department.

5. 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, operation or repair of the facility authorized hereunder, occasioned in whole or in part by the acts or omissions of the Permittee, its agents, employees or servants, or by the operation of any vehicles or other means of transportation whatsoever, the Permittee, insofar as it may legally do so, agrees to indemnify and save harmless the Permitter from and against any loss, expense, claims or demands to which the Permitter may be subjected as a result of such death, loss, destruction or damage.

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

IN WITNESS WHEREOF, the Navy Department, on behalf of the United States has caused this permit to be executed this 22nd day of January, 1945.

UNITED STATES OF AMERICA

By JOHN J. COURTNEY

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

THIS PERMIT is also executed by the Permittee in acknowledgment and acceptance of the terms herein set forth.

CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Revocable Permit from the United States for use of land at Naval Repair Base for portions of 32nd Street and Main Street; being Document No. 352083. (Revised description and plat attached to and filed with original document.)

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

In the Matter of Granting the City of San Diego Permission to Lay and Install a Sixteen-inch Cast Iron Water Main on Edgeware Road, in Kensington Park.... )

The Board having heretofore, to wit: on November 26, 1944, tabled the application of the City of San Diego for a permit to lay and install a sixteen-inch cast iron water main on Edgeware Road, in Kensington Park, the matter is at this time called up.

ON MOTION of Supervisor Austin, seconded by Supervisor Robbins, the following resolution is adopted:

WHEREAS, THE CITY OF SAN DIEGO, by Resolution No. 80194 adopted by the City Council of the City of San Diego on November 14, 1944, has made application to the Board of Supervisors for the issuance of a permit to encroach upon the right of way of Edgeware Road in Kensington Park, for the purpose of installing a sixteen-inch cast iron water main on Edgeware Road from the north line of Monroe Avenue to a point 10 feet south of the center line of Adams Avenue, said water main to be located 10 feet east of the center line of Edgeware Road, as shown on drawing number 6406-L, sheets 2 and 3 of 3 sheets, entitled: "16 inch water main, 42nd Street and El Cajon Boulevard to Edgeware Road and Adams Avenue"; 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 Edgeware Road in Kensington Park for the purpose of installing said pipe line in the location and according to the grades as shown on said drawing number 6406-L above referred to, accompanying said application, with certain provisions as set forth in the Surveyor's recommendation (Document No. 39195);

IT IS THEREFORE RESOLVED AND ORDERED that The City of San Diego be, and it is hereby granted permission to enter upon, excavate, and otherwise encroach upon the right of way of Edgeware Road in Kensington Park, from the north line of Monroe Avenue to a point 10 feet south of the center line of Adams Avenue, for the purpose of installing a 16-inch cast iron water main in the location and according to the grades as shown on drawing number

6406-L, sheets 2 and 3 of 3 sheets, entitled: "16 inch water main, 42nd Street and El Cajon Boulevard to Edgeware Road and Adams Avenue" accompanying said application (Document No. 39082), which application and drawing are on file in the office of the Clerk of the Board of Supervisors, said Permission being granted subject to the following conditions, to wit:

This permit shall be kept at the site of the work and must be shown to any authorized representative or law enforcement officer of San Diego County.

Adequate provision shall be maintained to protect the traveling public. Barricades, red lights and warning signs shall be maintained, together with flagmen where required. All approaches to private driveways and intersecting streets shall be kept open to traffic at all times.

All excavated material shall be cast away from the center of the pavement and all excess excavated material left after the work has been completed shall be removed from the roadway and all roadside drainage ditches shall be restored to a true grade. The intake and outlet end of all culverts and culvert ditches shall be cleared of all excess material.

Clay and earth which adheres to the paved surface of the roadway shall be removed by hand scraping, washing, and sweeping, or by any other method which will not destroy or loosen the rock screening surface, leaving a clean non-skid roadway surface.

Trenching for installation across any roadway open to traffic shall be progressive, not more than 1/2 width of traveled way to be disturbed at one time. The remaining width shall be kept open to traffic by bridging or backfilling.

All backfill shall be dampened and tamped with a pneumatic tamper to reduce all settlement to a minimum and in no case will flooding of the trench and backfill be permitted. Trenches shall be shored if necessary to protect the edge of the paved surfacing.

After the trench has been properly backfilled and tamped an asphalt concrete base shall be laid to a depth of 3" in thickness, properly rolled. Upon this shall be placed an asphaltic concrete wearing surface having a depth of 1 1/2" properly rolled and compacted.

If the Grantor shall so elect, repairs to paving which has been disturbed shall be made by employees of the Grantor and the expense 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 Road Commissioner. 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, payrolls 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 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 by special written agreement.

The said Permittee shall indemnify and save the County of San Diego harmless from any damage, cost of 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 streets over which the County of San Diego has jurisdiction, and all work shall be done to the complete satisfaction of the County Road Commissioner.

Passed and adopted by the Board of Supervisors of the County of San Diego, State of California, this 15th day of January, 1945, by the following vote, to wit:

AYES: Supervisors Austin, Bird, Robbins and Rossi

NOES: Supervisor Howell

ABSENT: Supervisors none

STATE OF CALIFORNIA )  
ss  
COUNTY OF SAN DIEGO )

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 15th day of January, 1945.

(SEAL)

J. B. McLEES, County Clerk and  
ex officio Clerk of the  
Board of Supervisors  
By MILLIE KAY

Deputy

PERMIT APPROVED:

CONDITIONS HEREIN ABOVE STATED ARE ACCEPTED:

E.R. Childs, County Surveyor and  
ex officio Road Commissioner

F. A. RHODES

Acting City Manager

By B. MOORE

Assistant.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from County Board of Supervisors for 16 inch water main on Edgeware Road in Kensington Park; being Document No. 352328.

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 City of San Diego, a municipal corporation, hereinafter called the "City", intends to construct a certain one-story recreation building, hereinafter called "said building", and desires to secure the services of WILLIAM P. LODGE, hereinafter called the "Architect", to prepare plans and specifications therefor; NOW, THEREFORE,

THIS AGREEMENT, WITNESSETH: That the Architect agrees to make and furnish to the City all necessary preliminary plans and studies, working drawings, specifications, large scale and full size detail drawings, for the construction of said building, and in connection therewith, to hold all necessary conferences with authorized representatives of the City. The Architect shall furnish said documents and perform said services in such sequence and at such times as may be necessary to insure the prompt and continuous prosecution of the work of designing and constructing said building. All of said plans, drawings and specifications so furnished to the City shall be and remain the property of the City.

If, after the preliminary drawings have been approved by the City, and the Architect has been authorized to proceed with the preparation of working drawings and has performed



work in prosecuting his authorization, new or substantially revised plans, sketches or working drawings and specifications are required by the City, the City will pay the Architect therefor the fair and reasonable value of such extra work.

The City will furnish the Architect, so far as the work under this agreement may require, the following information: a complete and accurate survey of the building site, giving grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the building site, and full information as to sewer, water, gas and electrical service.

The Architect will furnish to the City preliminary estimates on the cost of construction of said building, but he does not guarantee the accuracy of such estimates.

The site upon which the City proposes to build said building, and for which said plans, specifications, etc., are to be prepared, is at Highland Avenue and Landis Street, on Lots 25, 26, 27 and 28 of Block 8, in City Heights Annex, in said City of San Diego.

For the said plans, specifications, drawings and estimates to be made and furnished by the Architect, the City will pay to the Architect, in full compensation therefor, the sum of Six Hundred Ninety-six Dollars (\$696.00), payable as follows: the sum of Two Hundred Fifty Dollars (\$250.00) when the preliminary plans and studies have been approved by the City Manager and the Architect is authorized to proceed with the preparation of working drawings; and the sum of Four Hundred Forty-six Dollars (\$446.00) when the plans and specifications (including working drawings, specifications, and large scale and full size detail drawings) are finished and delivered to and approved by the City Manager.

The City may, at its option, also require the Architect to supervise construction of said building; in which event, the City will pay to the Architect the additional sum of Two Hundred Thirty Dollars (\$230.00), payable upon completion of said building. In the event that such supervision shall be required, but that the City shall for any reason abandon the construction of said building before completion thereof, then the City shall pay to the Architect compensation at a proportionate rate for such supervision as he has rendered up to the time of such abandonment.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80530 of the Council authorizing such execution, and the Architect has hereunto subscribed his name, this 17th day of February, 1945.

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

Acting City Manager

WM. P. LODGE,

Architect

I HEREBY APPROVE the form and legality of the foregoing Agreement this 16th day of February, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with William P. Lodge to prepare plans for one story recreation building; being Document No. 352362.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### INVITATION, BID, AND ACCEPTANCE

Invitation No. 11-511  
Contract No. T40cg-598

NAVY DEPARTMENT - U.S. COAST GUARD  
Times Building, Long Beach, California

District Coast Guard Officer  
11th Naval District  
13 February, 1945

#### 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., 17 February, 1945, and then publicly opened, for furnishing the following supplies, and/or services, for delivery at point stated below.

FRANK PROFETA Lieut. USGG

Supply Officer

Item No. Articles or Services

1. For furnishing water service to the SPAR Barracks located in the Tioga Hotel and Garage, situated at the Southeast corner of Third Avenue and "B" 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 Edward C. Hall et al under Contract No. T40cg-594 dated 1 Dec. '44.

BID

February 16, 1945

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 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; \_\_\_\_\_ percent 30 calendar days.

Bidder City of San Diego

Address Room 164, Civic Center

Water Department

San Diego 1, California

By F. A. RHODES

Title Acting City Manager

ACCEPTANCE BY THE GOVERNMENT

17 February, 1945

Accepted as to items numbered 1, as per attached rate schedule

Name H. E. SOLOMON, Commander, USCG

By direction of District Coast Guard

Dist. Finance & Supply Officer

Title Officer, 11th Naval District

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with 11th Naval District for water service to SPAR barracks in Tioga Hotel and Garage; being Document No. 352414.

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 February, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Harbor Commission of said City, as Lessor, hereinafter called the City, and SAN DIEGO PACKING COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Lessee, hereinafter called the "Company," WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the Company, lessee as aforesaid, upon the terms and conditions and for the purposes and uses hereinafter recited, and the Company hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, the lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature of the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the 1st day of May, 1911, and as subsequently amended, said property being particularly described as follows, to-wit:

#### PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 169.62 feet northeasterly from Government Station No. 186; thence south  $33^{\circ} 09'$  west a distance of 368.15 feet to a point; thence at right angles north  $56^{\circ} 51'$  west a distance of 171.89 feet to a point; thence north  $56^{\circ} 29'$  east a distance of 65.14 feet to a point; thence north  $11^{\circ} 51'$  west a distance of 54.79 feet to a point; thence north  $30^{\circ} 19' 50''$  east a distance of 176.39 feet, more or less, to a point on the said U. S. Bulkhead Line; thence north  $34^{\circ} 26' 20''$  east a distance of 424.92 feet to a point on a curve, concave to the northeast, having a radius of 2091.18 feet and the center of which bears north  $22^{\circ} 48' 35''$  east; thence southeasterly along the arc of said curve an arc distance of 188.81 feet to a point; thence leaving said curve south  $33^{\circ} 09'$  west a distance of 373.61 feet, more or less, to the point or place of beginning; containing 132,990 square feet of tideland area.

#### PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 169.62 feet northeasterly from Government Station No. 186; thence south  $33^{\circ} 09'$  west a distance of 368.15 feet to the true point or place of beginning; thence at right angles south  $56^{\circ} 51'$  east a distance of 200 feet to a point; thence at right angles south  $33^{\circ} 09'$  west a distance of 45 feet to a point; thence at right angles north  $56^{\circ} 51'$  west a distance of 350 feet to a point; thence at right angles north  $33^{\circ} 09'$  east a distance of 45 feet to a point; thence at right angles south  $56^{\circ} 51'$  east a distance of 150 feet to the true point or place of beginning.

The said lands hereinabove described being shown on the map or plat, designated as Drawing No. 183-B, dated January 9, 1944, attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises, and each and every parcel thereof, unto the said lessee, for a term commencing on the 1st day of February, 1945, and terminating on the 31st day of January, 1970, unless sooner terminated as herein provided, at the following rentals:

For the premises hereinbefore described as Parcel No. 1:

For the first five-year portion of said term, three cents (3¢) per square foot per year;

For the second five-year portion of said term, four cents (4¢) per square foot per year;

For the third five-year portion of said term, five cents (5¢) per square foot per year;

For the fourth five-year portion of said term, six cents (6¢) per square foot per year; and

For the fifth and last five-year portion of said term, seven cents (7¢) per square foot per year.

The sum of fifty dollars (\$50.00) per month for the premises hereinbefore described as Parcel No. 2.

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

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the lessee have the right to sublet the leased premises, or any part thereof, without the written consent of the lessor. Provided, however, that said City shall not refuse or withhold its approval to an assignment or transfer of this lease to an assignee conducting a packing business similar to that conducted or to be conducted on the leased premises by said Company, and whose financial standing and responsibility is at least equal to the present financial standing and responsibility of the lessee herein.

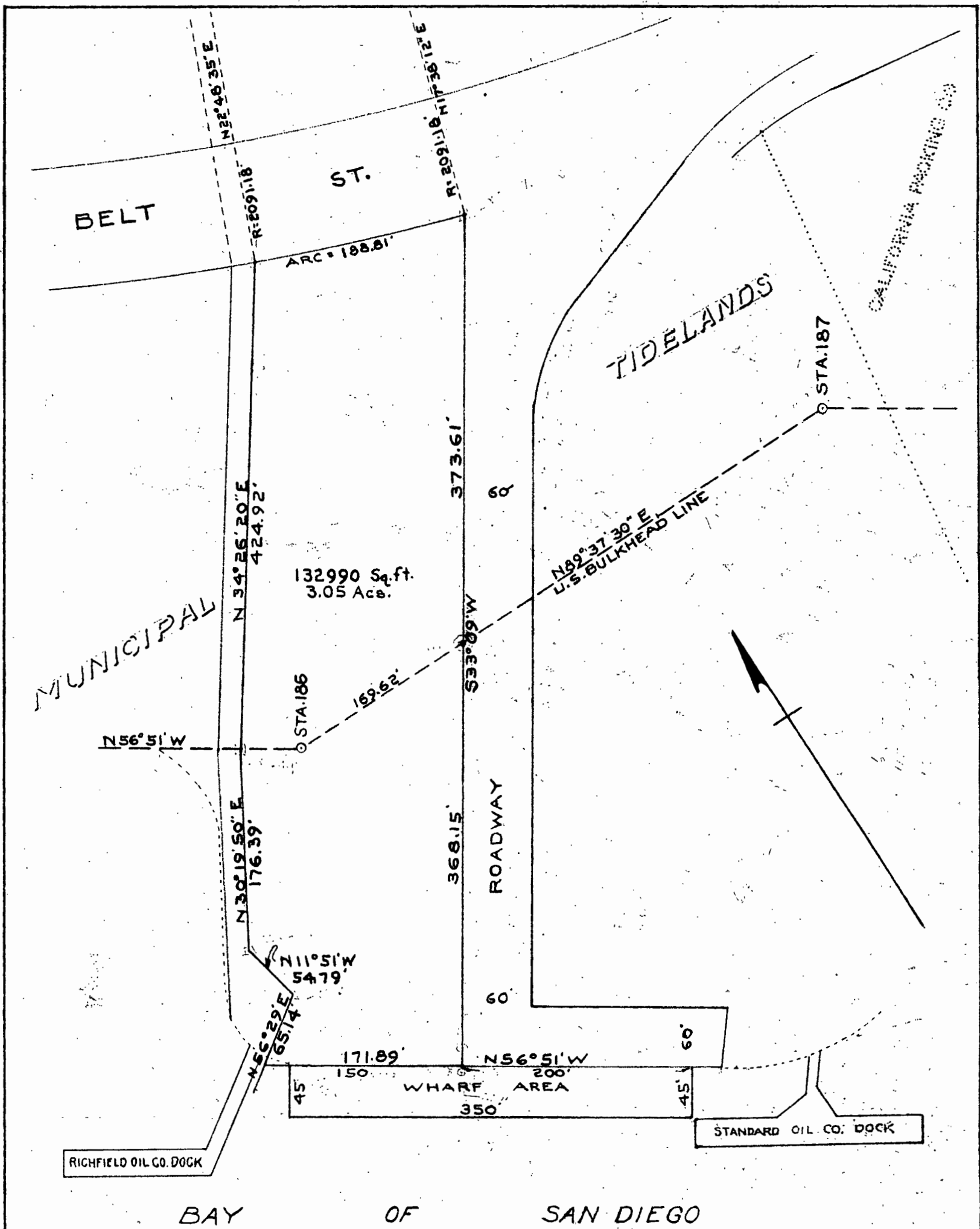
In addition to the foregoing provisions, it is hereby agreed by the parties hereto that the same is granted and accepted upon the further terms and conditions, to-wit:

(1) That the demised premises hereinabove described as Parcel No. 1 shall be used only and exclusively for the operation and maintenance thereon of a fish packing plant, including all activities connected therewith and convenient thereto; provided that all such activities shall comply with all health laws and with the requirements and regulations of the Public Health authorities, and shall never be permitted to constitute a public nuisance.

That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the maintenance and operation of a wharf and other structures necessary for the loading and unloading of boats in connection with said fish packing business.

(2) All buildings to be erected upon the lands included in this lease shall be in accordance with all valid City ordinances and regulations having application thereto, and that the plans therefor shall, prior to the erection of such buildings or structures, be submitted to and approved by the Harbor Commission and Planning Commission of said City.

(3) The City reserves the right to construct seawalls, docks and wharves on the bay-side of the demised premises, and also reserves the right to lay and maintain water or sewer pipes across any of the premises occupied or to be occupied by the Company hereunder, provided that said Company shall not be disturbed in the possession and use of said premises.



NOTE - Lease area shown shaded.

DRAWN BY L.R.L.  
TRACED BY  
CHECKED BY  
APPROVED

PORT DIRECTOR

HARBOR DEPARTMENT - CITY OF SAN DIEGO  
MUNICIPAL TIDELAND LEASE  
SAN DIEGO PACKING CO.

DATE JAN 9 1944  
SCALE 1" = 100'  
DRAWING No  
183-B





to any greater degree than may be necessary for such purposes.

(4) The lessor shall at all times during ordinary business hours be authorized to enter upon and inspect said premises by its properly authorized representatives.

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

(6) All buildings, structures and improvements placed by the Company on said premises, and all equipment installed on said premises by the Company shall remain the property of the Company, and upon the termination of this lease said buildings, improvements, structures and equipment shall be removed from said premises by the Company, or otherwise disposed of within a reasonable time after termination hereof; subject, however, to any constitutional, statutory or contract lien which the City may have for unpaid rents or charges.

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

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

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said Company, lessee as aforesaid, has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, and this instrument, when so executed, shall be deemed effective from the date first hereinabove written. This instrument is executed in duplicate, both of which shall be deemed originals.

THE CITY OF SAN DIEGO

Lessor

By R. H. VAN DEMAN  
EMIL KLIKA  
WM. E. HARPER

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

SAN DIEGO PACKING COMPANY (SEAL)

By E. W. DARRIMON Lessee  
President

ATTEST: T. A. GOODRICK  
Sec.

I hereby approve the form of the foregoing Lease, this 26 day of January, 1945.

J. F. DuPAUL,  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands lease with San Diego Packing Company; being Document No. 352456.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatton Deputy

A G R E E M E N T

Regarding operation of part-time photographic studio in residence

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

Roy A. Schultz and Dorothy E. Schultz, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property; Lots Eight (8) and Nine (9) Block Two hundred thirty seven (237) located at 1731 Hornblend Street;

That we desire to conduct a photographic studio on a part-time basis in our residence on the above described property and have applied for a Zone Variance under Petition No. 2623, dated January 18, 1945;

That we, in consideration of approval granted by the City of San Diego to conduct said business on the above described property by Zoning Committee Resolution No. 840, dated February 1, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that it will be operated only as a part time business; no signs will be posted on the property; that if and when there is any objection we will discontinue the business but if there are no objections, six months after hostilities in the present war cease we will then discontinue the photographic studio.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the

whole of said property in keeping with this agreement.

ROY A. SCHULTZ Owner's Name  
1731 Hornblend St. Address

DOROTHY E. SCHULTZ Owner's Name  
1731 Hornblend Street Address

On this 5th day of February A.D. Nineteen Hundred and Forty five, before me, Mary Garnet Reuneker a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Roy A. Schultz - Dorothy E. Schultz 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; 9 County of San Diego, State of California, the day and year in this certificate first above written.

MARY GARNET REUNEKER

(SEAL)

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

My Commission expires Jan. 20, 1948

RECORDED FEB 16 1945 45 min. past 12 P.M. in Book 1811 at page 461 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 Roy A. and Dorothy E. Schultz regarding operation of part-time photographic studio in residence; being Document No. 352166.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

THIS AGREEMENT made the fifth day of February in the year Nineteen Hundred and Forty-Five by and between the City of San Diego, County of San Diego, California hereinafter called the Owner, and Wm. Templeton Johnson and Harold Abrams hereinafter called the Architect, WITNESSETH, that whereas the Owner intends to erect a Recreation Building consisting of an auditorium, club rooms, kitchen, toilets and showers on a portion of Block 31, Ocean Beach, on the west side of Ebers Street between Santa Monica and Saratoga Streets, San Diego, California.

NOW, THEREFORE, the Owner and the Architect, for the considerations hereinafter named agree as follows:

The Architect agrees to perform, for the above-named work, professional services as hereinafter set forth.

The Owner agrees to pay the Architect for such services a lump sum fee of \$3,500.00 payable as follows: \$875.00 when preliminary plans are approved, \$1,750.00 when plans and specifications are finished, \$875.00 when project is completed and approved by the Owner.

The parties hereto further agree to the following conditions:

1. THE ARCHITECT'S SERVICES.- The Architect's professional services consist of the necessary conferences, the preparation of preliminary studies, working drawings, specifications, large scale and full size detail drawings; the drafting of forms of proposals and contracts; the issuance of certificates of payment; the keeping of accounts, the general administration of the business and supervision of the work.

4. EXTRA SERVICES AND SPECIAL CASES.- If the Architect is caused extra draughting or other expense due to changes ordered by the Owner, or due to the delinquency or insolvency of the Owner or Contractor, or as a result of damage by fire, he shall be equitably paid for such extra expense and the service involved.

5. PAYMENTS.-

No deductions shall be made from the Architect's fee on account of penalty, liquidated damages, or other sums withheld from payments to contractors.

6. SURVEY, BORINGS AND TESTS.- The Owner shall, so far as the work under this agreement may require, furnish the Architect with the following information: A complete and accurate survey of the building site, giving the grades and lines of streets, pavements, and adjoining properties; the rights, restrictions, easements, boundaries, and contours of the building site, and full information as to sewer, water, gas and electrical service. The Owner is to pay for borings or test pits and for chemical mechanical, or other tests when required.

7. Supervision of the Work.- The Architect will endeavor to guard the Owner against defects and deficiencies in the work of contractors, but he does not guarantee the performance of their contracts. The supervision of an Architect is to be distinguished from the continuous personal superintendence to be obtained by the employment of a clerk-of-the-works.

When authorized by the owner, a clerk-of-the-works acceptable to both Owner and Architect shall be engaged by the Architect at a salary satisfactory to the Owner and paid by the Owner, upon presentation of the Architect's monthly statements.

8. PRELIMINARY ESTIMATES.- When requested to do so the Architect will furnish preliminary estimates on the cost of the work, but he does not guarantee the accuracy of such estimates.

9. DEFINITION OF THE COST OF THE WORK.- The cost of the work, as herein referred to, means the cost to the Owner, but such cost shall not include any architect's or engineer's fees or reimbursements or the cost of a clerk-of-the-works.

When labor or material is furnished by the Owner below its market cost the cost of the work shall be computed upon such market cost.

10. OWNERSHIP OF DOCUMENTS.- Drawings and specifications as instruments of service are the property of the Owner whether the work for which they are made be executed or not.

11. SUCCESSORS AND ASSIGNMENTS.- The Owner and the Architect, each binds himself, his partners, successors, executors, administrators, and assigns to the other party to this agreement, and to the partners, successors, executors, administrators and assigns of such other party in respect of all covenants of this agreement.

Except as above, neither the Owner nor the Architect shall assign, sublet or transfer his interest in this agreement without the written consent of the other.

13. SUSPENSION OF CONTRACT.- After the plans and specifications have been finished and bids received, the Owner reserves the right to abandon or suspend construction if expedient. The final payment to the Architect of \$875.00 is binding on the Owner only if the building as drawn and specified is actually completed and approved by the Owner.

The Owner and the Architect hereby agree to the full performance of the covenants contained herein.

IN WITNESS WHEREOF they have executed this agreement, the day and year first above written.

F. A. RHODES Acting City Manager  
WM. TEMPLETON JOHNSON and HAROLD ABRAMS  
By WM. TEMPLETON JOHNSON



The within Contract is approved as to form and legality, this 7th day of February, 1945.

J. F. DuPAUL, City Attorney,  
By B. L. COMPARET Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Wm. Templeton Johnson and Harold Abrams to prepare plans for recreation building at Ocean Beach; being Document No. 352361.

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, Burton A. Adams & Nelle E. Adams, his wife, are the owners of Lot (2) Two, Block 506, of Old Town;

NOW, THEREFORE, This AGREEMENT, signed and executed this 3 day of February, 1945, by Burton A. Adams & Nelle E. Adams, that we will, for and in consideration of the permission granted to remove (15) Fifteen feet of curbing on Arista Street between Southerly end of street now closed. and East one half portion thereof, 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.

BURTON A. ADAMS  
NELLE E. ADAMS  
4195 Stephens St. San Diego, 3.  
California

STATE OF CALIFORNIA, )

County of San Diego, )

On this 5th day of Feb., A.D. Nineteen Hundred and 45, before me, Doris Smylie, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Burton A. Adams & Nelle E. Adams 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)

DORIS SMYLIE  
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 February, 1945.

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

RECORDED FEB 16, 1945 45 min. past 12 P.M. in Book 1811 at page 462 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 Curb Removal Agreement from Burton A. and Nelle E. Adams; being Document No. 352189.

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, Geo. O. Roberts is the owner of Lot 1 to 6 inclusive, Block 129, of Mannassee & Schillers Add;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of Feb, 1945, by Geo O Roberts that I will, for and in consideration of the permission granted to remove 32 ft feet of curbing on Newton Ave between Crosby and Dewey 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 \_\_\_\_\_ 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 heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

GEO. O. ROBERTS  
GEO O. ROBERTS.  
2092 Logan Ave.

STATE OF CALIFORNIA, )

County of San Diego, )

On this 7th day of February, A.D. Nineteen Hundred and forty five, before me, Nicholas C. Hipp, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Geo. O. Roberts known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 1, 1945

I HEREBY approve the form of the foregoing agreement this 7th day of February, 1945.

NICHOLAS C. HIPPE

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 FEB 16 1945 45 min. past 12 P.M. in Book 1811 at page 439 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 Curb Removal Agreement from Geo. O. Roberts; being Document No. 352193.

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, C. W. Carlstrom are (is) the Owner(s) of 1002 Juniper St. Lots 49 - Block Right of Way Middletown Subdivision and,

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

THIS AGREEMENT, signed and executed this 31st day of January, 1945, by C. W. Carlstrom that he will, for and in consideration of the permission granted him to remove 26 feet of curbing on Juniper 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.

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

C. W. CARLSTROM

3720 El Cajon Blvd., San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 31st day of January, A.D. Nineteen Hundred and forty-five, before me, Marie K. Olson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. W. Carlstrom known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires April 27, 1947

I hereby approve the form of the within agreement this 9th day of February, 1945.

MARIE K. OLSON

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 FEB 16 1945 45 min. past 12 P.M. in Book 1811 at page 458 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 Curb Removal Agreement from C. W. Carlstrom; being Document No. 352222.

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. Butler is the owner of Lot South 1/2 of the north 150 ft. of Blk. 196 1/4 Hortons Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of Jan. 1945. by James T. Butler that he will, for and in consideration of the permission granted to remove 20 ft being two 10 ft cuts on each side of property feet of curbing on Front between A. & Ash Streets and adjacent to the above described property, bind him to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

JAMES T. BUTLER

1344 Front St. San Diego Calif.

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

On this 29th day of Jan., A.D. Nineteen Hundred and forty-five, before me, N. Steinmetz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James T. Butler known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) N. STEINMETZ  
Notary Public in and for the County of San Diego,  
State of California  
I HEREBY approve the form of the foregoing agreement this 13th day of February, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK Deputy City Attorney

RECORDED FEB 16 1945 45 min. past 12 P.M. in Book 1811 at page 462 of Official Records  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
J. HARRINGTON  
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 James T. Butler; being Document No. 352262.  
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 portion of existing residence  
as a clock repair business

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

Annette Irene Komins, after being first duly sworn, for herself deposes and says;  
That I am the owner of the hereinafter described real property; Easterly Forty seven  
(47) feet of Lots Twenty nine (29) and Thirty (30) Block Seventy Seven (77) Subdivision  
University Heights, located at 1843 Monroe Avenue;

That I desire to conduct a part time clock repair business on the above described  
property and have applied for a Zone Variance under petition No. 2633, dated January  
29, 1945;

That I, in consideration of approval granted by the City of San Diego to conduct said  
clock repair shop by Zoning Committee Resolution No. 854, dated February 15, 1945; do  
hereby covenant and agree to and with said City of San Diego, a Municipal Corporation,  
that the business will be operated only part time; no signs will be posted on the premises;  
no advertising; and that six months after hostilities in the present war cease the clock  
repair business will then be discontinued.

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.

ANNETTE IRENE KOMINS  
1843 Monroe Ave.

On this 15th day of February A.D. Nineteen Hundred and forty-five, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Annette Irene Komins known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) CLARK M. FOOTE JR.  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires March 16, 1947  
RECORDED FEB 24 1945 42 min. past 9 A.M. in Book 1828 at page 214 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
By R. N. HOWE  
C. A. SCHMUCKER  
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 from Annette Irene Komins regarding use of portion existing residence as clock  
repair business; being Document No. 352295.

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, Mrs. Etienne De Falco is the owner of Lot "8" Blk. 28 Middletown, Block 28,  
of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of February, 1945,  
by Mrs. Etienne De Falco that she will, for and in consideration of the permission granted



to remove 14 feet of curbing on India Street between Date Street and Elm Street, adjacent to the above described property, bind \_\_\_\_\_ to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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

MRS. ETIENNE DE FALCO  
1703 India Street

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 17th day of February, A.D. Nineteen Hundred and forty five, before me, Chas. L. Hampshire, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Etienne De Falco known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

CHAS. L. HAMPSHIRE

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

My Commission expires Feb. 11, 1946

I HEREBY approve the form of the foregoing agreement this 20th day of February, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 24 1945 42 min. past 9 A.M. in Book 1828 at page 213 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
R. N. HOWE

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

C. A. SCHMUCKER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Mrs. Etienne De Falco; being Document No. 352413.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### AGREEMENT FOR AMENDMENT AND MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 1st day of February, 1945, 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, party of the first part, hereinafter referred to as the "City," and THE SUN HARBOR PACKING CO., a corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, hereinafter called the "Company," WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said The Sun Harbor Packing Co., as lessee, heretofore on the 20th day of February, 1941, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk as Document No. 326919, and recorded in Book 11, page 482 et seq., Records of said City Clerk; and

WHEREAS, the term of said lease began on the 1st day of March, 1941, and is to end on the 28th day of February, 1951; and

WHEREAS, said City and said Company are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth, wherein and whereby the area of the leased premises shall be increased and the rentals paid under said lease readjusted, and the term of said lease shall be extended from the 28th day of February, 1951, to the 28th day of February, 1964;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein-after recited and the mutual consent of the parties, said above-described lease is hereby amended and modified in the following particulars and none other:

(1) That the description of the leased premises set forth on pages 1 and 2 of said lease is hereby changed to read as follows:

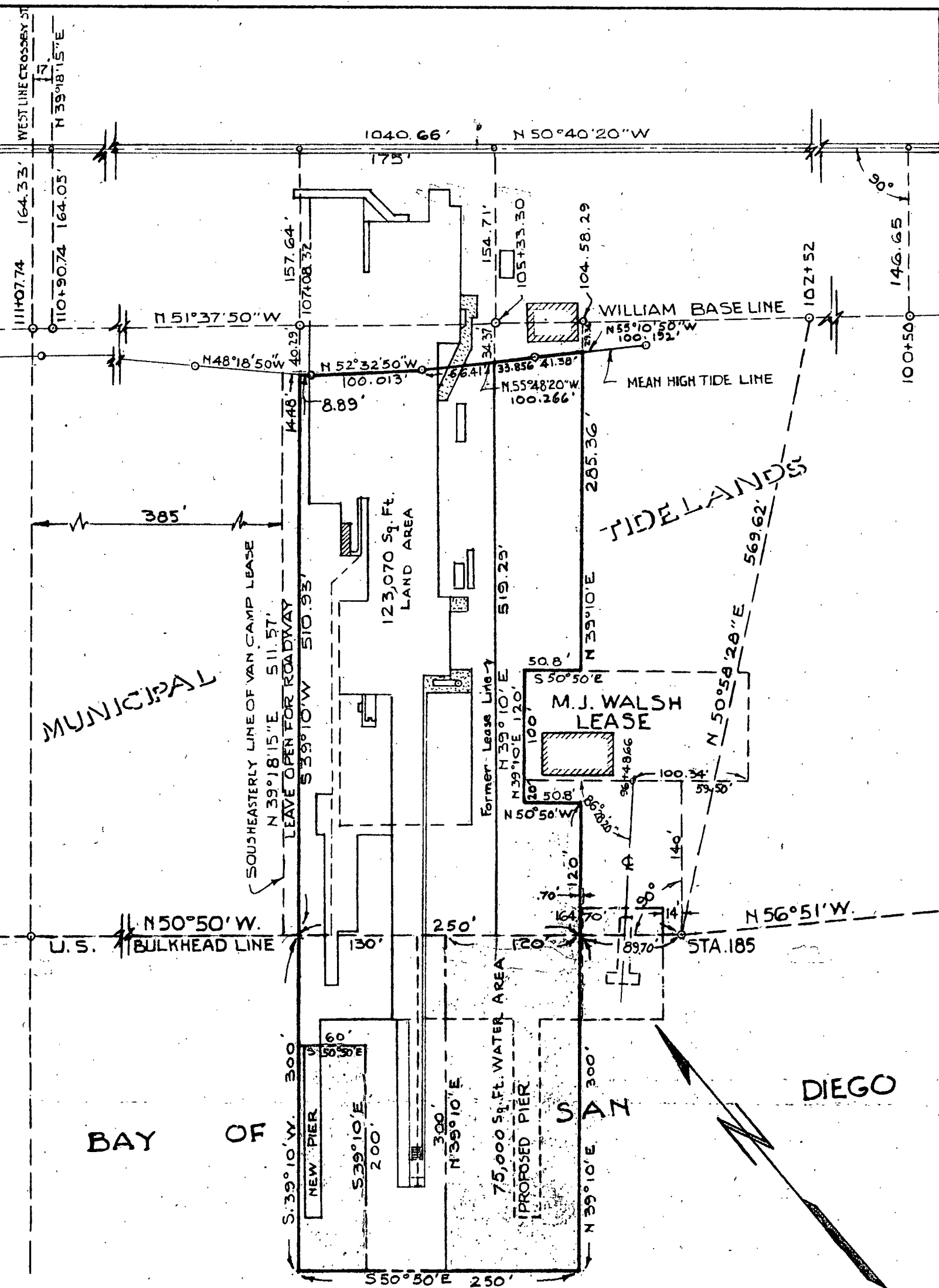
#### "PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 89.70 feet northwesterly from Government Station No. 185; thence north 50° 50' west along the said U. S. Bulkhead Line a distance of 250 feet to a point; thence at right angles north 39° 10' east a distance of 510.93 feet, more or less, to an intersection with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action No. 35473; thence southeasterly following along the said mean high tide line the following courses and distances: first, south 48° 18' 50" east 8.89 feet; thence south 52° 32' 50" east 100.013 feet; thence south 55° 48' 20" east 100.266 feet; thence south 55° 10' 50" east 41.38 feet; thence leaving the said mean high tide line south 39° 10' west a distance of 285.36 feet to a point, said point being on the northeasterly line of that tideland area now leased to M. J. Walsh; thence north 50° 50' west along the northeasterly line of said leased area a distance of 50.8 feet to the most northerly corner thereof; thence at right angles south 39° 10' west a distance of 100 feet to the most westerly corner thereof; thence continuing south 39° 10' west a distance of 20. feet to a point; thence at right angles south 50° 50' east a distance of 50.8 feet to a point; thence at right angles south 39° 10' west a distance of 120. feet, more or less, to the point or place of beginning, containing 123,070 square feet of tideland area.

#### PARCEL NO. 2:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 89.70 feet northwesterly from Government Station No. 185; thence south 39° 10' west a distance of 300. feet to a point; thence at right angles north 50° 50' west a distance of 250. feet to a point; thence at right angles north 39° 10' east a distance of 300. feet to an intersection with the said U. S. Bulkhead Line; thence south 50° 50' east along the said U. S. Bulkhead Line a distance of 250. feet to the point or place of beginning, containing 75,000 square feet of bay area."

(2) The plat marked "Exhibit A," attached to and made a part of said lease is hereby amended and supplemented by a plat attached hereto, marked "Exhibit B," and made a part hereof, designating and showing the parcel of land described in said lease as hereby amended.



DRAWN BY  
TRACED BY  
CHECKED BY  
APPROVED

PORT DIRECTOR

HARBOR DEPARTMENT CITY OF SAN DIEGO  
MUNICIPAL TIDELAND LEASE  
SUN HARBOR PACKING COMPANY

EXHIBIT B.

DATE DEC. 26 1944  
SCALE 1" = 100'  
DRAWING NO

116B-2





(3) The rentals reserved on page 2 of said lease are hereby changed to read as follows:  
 "For the five (5) years of said term, commencing on the 1st day of March, 1945, and ending on the 28th day of February, 1950, three cents (3¢) per square foot per year for the premises hereinbefore described as Parcel No. 1;

For the five (5) years of said term, commencing on the 1st day of March, 1950, and ending on the 28th day of February, 1955, four cents (4¢) per square foot per year for the premises hereinbefore described as Parcel No. 1;

For the five (5) years of said term, commencing on the 1st day of March, 1955, and ending on the 28th day of February, 1960, five cents (5¢) per square foot per year for the premises hereinbefore described as Parcel No. 1;

For the last four (4) years of said term, commencing on the 1st day of March, 1960, and ending on the 28th day of February, 1964, six cents (6¢) per square foot per year for the premises hereinbefore described as Parcel No. 1;

Seventy-five dollars (\$75.00) per month for the premises hereinbefore described as Parcel No. 2, for the term commencing on the 1st day of March, 1945, and ending on the 28th day of February, 1964."

(4) That the term of said lease between the City and the Company, dated February 20, 1941, hereinbefore referred to, be, and the same is extended from the 28th day of February, 1951, to the 28th day of February, 1964.

All of the terms and conditions of said lease shall remain in full force and effect, save and except as by this agreement specifically changed or modified.

It is mutually understood and agreed that the amendments to said lease herein provided for shall become effective upon the first day of March, 1945.

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

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

THE CITY OF SAN DIEGO

By R. H. VAN DEMAN

EMIL KLIKA

WM. E. HARPER

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

THE SUN HARBOR PACKING COMPANY

By JACK CRIVELLO

President (SEAL)

ATTEST: S. F. BRENES Secretary

I hereby approve the form of the foregoing Agreement for amendment and modification of Tideland Lease this 1st day of March, 1945.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement for Amendment and Modification of Lease of The Sun Harbor Packing Co.; being Document No. 352554.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

#### L E A S E

THIS AGREEMENT, made and entered into this First day of March, 1945, 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 MADELAINE CHALLET NICHOLS, FRANK CONDE, JR., and WILLIAM BOYD SIGNS, 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 the sand and gravel rights to the following described property:

That portion of Lot 35, Partition of Rancho Mission, in the County of San Diego, State of California, particularly described as follows, to-wit:

Beginning at the most southerly corner of said Lot 35; thence North 46° 14' East (Record: North 46° 30' East) along the southeasterly line of said Lot 35, a distance of 1700 feet to a point; thence North 1° 28' 30" west a distance of 655 feet to a point on a curve whose center bears North 1° 28' 30" West 500 feet from said last described point, the TRUE POINT OF BEGINNING; thence westerly, northwesterly, northerly, northeasterly, easterly, southeasterly, southerly, southwesterly and westerly along the arc of said curve a distance of 3141.6 feet to the true point of beginning; containing 13 acres of land, more or less.

For a term of five (5) years, beginning on the first day of March, 1945, and ending on the 28 day of February, 1950, at the following rentals: Twenty-five Dollars (\$25.00) per month, payable in advance at the office of the Lessor monthly during said term, on the 1st day of each and every month during said term.

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

First. That the above described premises are leased to said lessees for removal of sand and gravel 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 lessees shall keep and maintain said premises in as good repair and condition as they may receive them at their own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City.

Sixth. That the said 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 lessees of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessees and for their account.

Tenth. The lessees agree to remove said sand and gravel without unreasonable interference with the stock grazing and agricultural rights of Pete Ferrari, or successive lessee of stock-grazing and/or agricultural rights on said premises; and further agree to immediately cease and desist from any activity which in the judgment of the Director of Public Works of The City of San Diego does unreasonably interfere with the stock grazing and agricultural rights of Pete Ferrari, or successive lessee of said premises, after notice thereof.

Eleventh. It is understood and agreed that the lessees hereunder will not permit sand or gravel pits to remain in such a state or condition as to become breeding pools for mosquitoes, or dangerous for children playing in the locality.

Twelfth. Before the termination of this lease, lessees agree to fill all excavations to within two feet (2') of the original surface level so as not to leave any dangerous water holes.

Thirteen. In addition to the rental of \$25.00 per month heretofore mentioned, lessees agree that if they remove more than 5,000 cu-yds. sand and gravel during any year of said lease, they will pay to the City the sum of ten cents (10¢) per cu. yd. for all sand and gravel removed in excess of the said 5,000 cu. yds. Lessees agree to furnish the lessor, at the end of each year, a sworn statement of the amount of sand excavated during the preceding year.

Fourteen. At the expiration of this lease, if the lessees have performed their lease and have in all respects been satisfactory to the lessor, then The City of San Diego agrees that it will give lessees a renewal of said lease for a further period of five (5) years, the rental for such period to be fixed at that time.

Fifteen. Upon the termination of this lease the lessees shall have the right to remove any and all improvements placed or erected by them upon the demised premises.

Sixteen. It is understood and agreed that the lessees will save the City harmless from any and all damages or claims arising out of any act or conduct on behalf of the lessees with reference to the rights and privileges herein leased.

It is understood and agreed that a waiver by the City of any default <sup>hereunder</sup> 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, under and pursuant to Resolution No. 30650 of the Council of said City, authorizing such execution, and said lessees have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,  
By F. A. RHODES,  
Acting City Manager  
MADELAINE CHALLET NICHOLS  
FRANK CONDE JR.  
WILLIAM BOYD SIGNS

Lessees

I HEREBY APPROVE the form and legality of the foregoing Lease this 2nd day of March, 1945.

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 Madelaine Challet Nichols, Frank Conde Jr. and William Boyd Signs for sand and gravel rights; being Document No. 352558.

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

By Francis T. Tatten Deputy

Date 3/5/45

From R. A. Campbell, Sup't. Division of Accounts  
To City Clerk, Room 356, Civic Center  
Subject Cancellation of Marine Corps Contract No. N52m-18447  
U. S. Marine Corps Negotiated Contract No. N52m-18447 dated March 1, 1944 for water service to Jacques Farm, Murphy Canyon, has been cancelled as of February 15, 1945.  
R. A. CAMPBELL, Sup't.  
Division of Accounts  
fw

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of communication from Division of Accounts regarding cancellation of Marine Corps Water Contract to Jacques Farm Murphy Canyon; being Document No. 352588.

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 City of San Diego, a municipal corporation, hereinafter called the "City" intends to construct a certain one-story recreation building, hereinafter called "said building", and desires to secure the services of WILLIAM P. LODGE, hereinafter called the "Architect", to prepare plans and specifications therefor; NOW, THEREFORE,

THIS AGREEMENT, WITNESSETH: That the Architect agrees to make and furnish to the City all necessary preliminary plans and studies, working drawings, specifications, large scale and full size detail drawings, for the construction of said building, and in connection therewith, to hold all necessary conferences with authorized representatives of the City. The Architect shall furnish said documents and perform said services in such sequence and at such times as may be necessary to insure the prompt and continuous prosecution of the work of designing and constructing said building. All of said plans, drawings and specifications so furnished to the City shall be and remain the property of the City.

If, after the preliminary drawings have been approved by the City, and the Architect has been authorized to proceed with the preparation of working drawings and has performed work in prosecuting his authorization, new or substantially revised plans, sketches or working drawings and specifications are required by the City, the City will pay the Architect therefor the fair and reasonable value of such extra work.

The City will furnish the Architect, so far as the work under this agreement may require, the following information: a complete and accurate survey of the building site, giving grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the building site, and full information as to sewer, water, gas and electrical service.

The Architect will furnish to the City preliminary estimates on the cost of construction of said building, but he does not guarantee the accuracy of such estimates.

The site upon which the City proposes to build said building, and for which said plans, specifications, etc., are to be prepared, is at Highland Avenue and Landis Street, on Lots 25, 26, 27 and 28 of Block 8, in City Heights Annex, in said City of San Diego.

For the said plans, specifications, drawings and estimates to be made and furnished by the Architect, the City will pay to the Architect, in full compensation therefor, the sum of Five Hundred Sixty Dollars (\$560.00), payable as follows: the sum of Two Hundred Fifty Dollars (\$250.00) when the preliminary plans and studies have been approved by the City Manager and the Architect is authorized to proceed with the preparation of working drawings; and the sum of Three Hundred Ten Dollars (\$310.00) when the plans and specifications (including working drawings, specifications, and large scale and full size detail drawings) are finished and delivered to and approved by the City Manager.

The City may, at its option, also require the Architect to supervise construction of said building; in which event, the City will pay to the Architect the additional sum of Two Hundred Eighty Dollars (\$280.00), payable upon completion of said building. In the event that such supervision shall be required, but that the City shall for any reason abandon the construction of said building before completion thereof, then the City shall pay to the Architect compensation at a proportionate rate for such supervision as he has rendered up to the time of such abandonment.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80654 of the Council authorizing such execution, and the Architect has hereunto subscribed his name, this 5th day of March, 1945.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

WM. P. LODGE

Architect

I HEREBY APPROVE the form and legality of the foregoing Agreement this 5th day of March, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with William P. Lodge for furnishing plans and specifications for one-story recreation building; being Document No. 352608.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

## A G R E E M E N T

WHEREAS, C. W. Carlstrom is the owner of Lots Three and Four Block 276 Middletown and,

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

THIS AGREEMENT, signed and executed this 8th day of February, 1945, by \_\_\_\_\_ that I will, for and in consideration of the permission granted \_\_\_\_\_ to remove 28 feet of curbing on Pacific Highway adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I further agree that this agreement shall be binding on me 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.

C. W. CARLSTROM

3720 El Cajon Blvd.,

San Diego, Calif.

STATE OF CALIFORNIA,

} ss.

County of San Diego

On this 8 day of February, A.D. Nineteen Hundred and 45, before me, Marie K. Olson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. W. Carlstrom known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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



certificate first above written.

(SEAL)  
My Commission expires April 27, 1947

MARIE K. OLSON  
Notary Public in and for the County of San Diego,  
State of California  
this 13th day of February, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK, Deputy City  
Attorney

RECORDED FEB 24 1945 42 min. past 9 A.M. in Book 1822 at page 412 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
R. N. HOWE

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

V FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Curb Removal Agreement from C. W. Carlstrom; being Document No. 352286.

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, W. F. Troop is the owner of Part Feb Lot 242, Block \_\_\_\_\_, of Nown as 3604  
and 3606 Midway Dr;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of February, 1945,  
by W. F. Troop that he will, for and in consideration of the permission granted to remove  
21 feet of curbing on Midway Drive between Liberator and West Pt. Loma Blvd., 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, 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. TROOP  
805 San Juan Pl M.B.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 15th day of February, A.D. Nineteen Hundred and forty-five, before me, Clark  
M. Foote Jr, a Notary Public in and for said County, residing therein, duly commissioned  
and sworn, personally appeared W. F. Troop known to me to be the person described in and  
whose name is subscribed to the within instrument, and acknowledged to me that he executed  
the same.

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

CLARK M. FOOTE Jr.

(SEAL)  
My Commission expires March 18, 1947

Notary Public in and for the County of San Diego,  
State of California  
this 17th day of February, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED FEB 24 1945 42 min. past 9 A.M. in Book 1822 at page 413 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
R. N. HOWE

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

V FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Curb Removal Agreement from W. F. Troop; being Document No. 352311.

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 portion of residence as a photographic  
laboratory and advertising studio

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
City of San Diego

ss.

E. P. Lyle III and Lucretia Allen Lyle, after being first duly sworn, each for himself  
deposes and says;

That we are the owners of the hereinafter described real property: Lot Six (6) Block  
Twelve (12) Subdivision Silver Terrace, located at 1336 Brunner Street;

That we desire to conduct a photographic laboratory and an advertising studio on the  
above described property and have applied for a Zone Variance under petition No. 2634,  
dated January 30, 1945;

That we, in consideration of approval granted by the City of San Diego to conduct said  
photographic laboratory and advertising studio by Zoning Committee Resolution No. 852,  
dated February 15, 1945; do hereby covenant and agree to and with said City of San Diego,  
a Municipal Corporation, that no signs will be posted, only a small name plaque; no  
employee's on the premises; and that six months after hostilities in the present war cease,  
said photographic laboratory and advertising studio will then be removed;

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.

E. P. LYLE III  
1336 Brunner St.

LUCRETIA ALLEN LYLE  
1336 Brunner St.

On this 17th day of February 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 E. P. Lyle III and Lucretia Allen Lyle 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 FEB 24 1945 42 min. past 9 A.M. in Book 1816 at page 480 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
R. N. HOWE  
W. J. McCARTHY

I certify that I have correctly transcribed this document in above mentioned book.  
Copyist County Recorder's Office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement covering photographic laboratory and advertising studio in portion of residence; being Document No. 352332.

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 an existing accessory building,  
bedroom and bath;

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

Calvin H. James and Matilda James, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Thirty seven (37) and Thirty eight (38) Block Seventy nine (79) Subdivision University Heights, located at 4450 North Avenue;

That we desire to alter a portion of an existing accessory building on the above described property into living quarters with a 12 ft. rear yard and only 5 ft. 4 in. between living quarters and have applied for a Yard Variance under application No. 2640, dated February 2nd, 1945;

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. 850, dated February 15, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will remove two (2) feet from the south end of the building to provide a 3 ft. sideyard; and that six months after hostilities in the present war cease, said building will 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.

CALVIN H. JAMES  
1208 Myrtle

MATILDA JAMES  
1208 Myrtle

On this 19th day of February A.D. Nineteen Hundred and forty-five, before me, Lillian H. Mack a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Calvin H. James and Matilda James 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) LILLIAN H. MACK  
Notary Public in and for the County of San Diego,  
State of California  
RECORDED FEB 24 1945 42 min. past 9 A.M. in Book 1816 at page 485 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
R. N. HOWE  
W. J. McCARTHY

I certify that I have correctly transcribed this document in above mentioned book.  
Copyist County Recorder's Office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement regarding use of building as living quarters; being Document No. 352381.

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 addition to an existing storage room and convert to  
2nd living unit

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

Milton Bruce Mayfield and Ruby M. Mayfield, after being first duly sworn, each for himself deposes and says;

That we desire to make an addition to an existing storage room on the above described property and convert into living quarters, making the 2nd living unit on the lot and have applied for a Zone Variance under petition No. 2629, dated January 27, 1945;

That we, in consideration of approval granted by the City of San Diego to make an addition and convert the storage shed into living quarters by Zoning Committee Resolution No. 855, dated February 15, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the addition and storage shed will be used as living quarters for members of the immediate family only and not as a rental unit.

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.

MILTON BRUCE MAYFIELD  
4848 Art St

RUBY M. MAYFIELD  
4848 Art St.

On this 19th day of February A.D. Nineteen Hundred and forty-five (1945), before me, I. L. Barker a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Milton Bruce Mayfield and Ruby M. Mayfield 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.

I. L. BARKE R

(SEAL) My Commission expires Oct. 8, 1947 Notary Public in and for the County of San Diego,  
State of California

RECORDED FEB 24 1945 42 min. past 9 A.M. in Book 1833 at page 64 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

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 Milton Bruce and Ruby Mayfield regarding addition to storage room for 2nd living unit; being Document No. 352382.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis L. 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, San Diego Ice and Cold Storage Co. is the owner of Lot G, H and I, Block 147, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of February, 1945, by San Diego Ice and Cold Storage Co. Secretary that we will, for and in consideration of the permission granted to remove 127 feet of curbing on West side of 9th St between Imperial and L Streets and \_\_\_\_\_, 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.

SAN DIEGO ICE AND COLD STORAGE CO.  
J. B. DUNBAR

President

825 Imperial Ave., San Diego, Cal

(SEAL)

State of California

County of San Diego

On this 10th day of February, A.D. Nineteen hundred and forty-five, before me, R. M. Ravet, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. B. DUNBAR and stated that he is the President of San Diego Ice and Cold Storage Co., a corporation named in the foregoing agreement and that he executed said agreement on behalf of said corporation; that he was duly authorized thereto by said corporation on whose behalf he acts.

SUBSCRIBED AND SWORN to before me this )  
10th day of February, 1945. )

R. M. RAVET

(SEAL)

Notary Public in and for the County  
of San Diego, State of California.  
My Commission expires March 10, 1948.

STATE OF CALIFORNIA

SS.

County of San Diego

On this 10th day of February, A.D. Nineteen Hundred and forty-five, before me, R. M. Ravet, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. B. Dunbar known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 10, 1948

R. M. RAVET

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 February, 1945.  
J. F. DuPAUL City Attorney  
By HARRY S. CLARK Deputy City Attorney

RECORDED FEB 24 1945 42 min. past 9 A.M. in Book 1831 at page 36 of Official Records,  
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder  
R. N. HOWE  
H KNIGHT  
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Curb Removal Agreement from San Diego Ice and Cold Storage Co; being Document No. 352384.  
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, Sam T. Rathell is the owner of Lots 32 and 33 Block 43, of Charles Hensley's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of February 1945, by Sam T. Rathell that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Imperial Ave between 26th and 27th 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 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.

SAM T. RATHELL  
2638 Imperial Ave., San Diego 2, Calif.

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

On this 10th day of February, A.D. Nineteen Hundred and forty five, before me John H. Gorby, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sam T. Rathell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. GORBY  
Notary Public in and for the County of San Diego,  
State of California

My Commission expires Nov. 18 1946

I HEREBY approve the form of the foregoing agreement this 20th day of February, 1945.  
J. F. DuPAUL City Attorney  
By HARRY S. CLARK Deputy City Attorney

RECORDED FEB 24 1945 42 min. past 9 A.M. in Book 1831 at page 37 of Official Records,  
San Diego Co., Cal. Recorded at request of City of SD.

ROGER N. HOWE, County Recorder  
R N HOWE  
H KNIGHT  
Copyist County Recorder's Office, S.D. County, Calif

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Curb Removal Agreement from Sam T. Rathell; being Document No. 352385.  
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 moving in and reconstruction of a Store Building

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

Mike O. Severe and Juanita L. Severe, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinabove described real property: Lots Thirteen (13) and Fourteen (14) Block Two hundred sixteen (216) Subdivision Pacific Beach, located at 1700 Block Garnet Street;

That we desire to move in and reconstruct a barracks building into a store building;

That we, in consideration of approval granted by the City of San Diego to move in and reconstruct a barracks building into a store building in accordance with all ordinances of the City of San Diego and in accordance with the plans on file with the City Clerk under Document No. ; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that said building will be completed in accordance with said plans and with all city ordinances within one hundred and twenty (120) days after this date, or said building will be demolished or removed outside the city limits within said time; and if not so completed or removed within said time, the City of San Diego is authorized to demolish or remove said building and give the building or its materials to the wrecker or mover who does the work in payment for such wrecking or removal.

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.

MIKE O SEVERE  
2140 Reed Ave S.D.

JUANITA L. SEVERE  
2140 Reed Ave. SD.

On this 30 day of January A.D. Nineteen Hundred and forty five, before me, The under-  
signed a Notary Public in and for said County, residing therein, duly commissioned and  
sworn, personally appeared Mike O. Severe and Juanita L. Severe known to me to be the  
person described in and whose name are subscribed to the within instrument, and acknowl-  
edged 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.

LUCY BROOKS

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires Jan. 10, 1948 State of California  
RECORDED MAR 1 1945 53 min. past 12 P.M. in Book 1838 at page 131 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 Mike O and Juanita L Severe regarding reconstruction and use of store build-  
ing; being Document No. 352454.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CRANE COMPANY, as Principal and GENERAL CASUALTY  
COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of  
Washington, with its principal office in the city of Seattle and authorized to transact  
surety business in the State of California, as Surety, are held and firmly bound unto THE  
CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California,  
in the sum of SIX HUNDRED ELEVEN Dollars (\$611.00), lawful money of the United States of  
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 March, 1945.

The condition of the above and foregoing obligation is such, that whereas, the said  
principal has entered into the annexed contract with The City of San Diego, to furnish and  
deliver: 4 - 24" Nordstrom Valves in accordance with the plans and specifications referred  
to in said contract, and for the contract price therein set forth.

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

CRANE CO.

R. E. MUSE Mgr.

Principal

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

GENERAL CASUALTY COMPANY OF AMERICA

By: FRANK FIEGER

Attorney-in-fact

Sureties

(SEAL)

STATE OF CALIFORNIA COUNTY OF San Diego ss.

On this 5 day of March, 1945, personally appeared before me Frank Fieger 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 Com-  
pany; that he signed his name thereto as Attorney-in-fact under like authority, and that  
said authority has not been revoked or rescinded.

SHIRLEY F. WILSON

(SEAL)

Notary Public San Diego Co., California

My commission expires 8-21-48

I HEREBY APPROVE the form of the foregoing Bond this 6th day of March, 1945.

J. F. DuPAUL, City Attorney,

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 6th day of March, 1945.

F. A. RHODES

Acting City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California,  
this 6th day of March, 1945, by and between 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 CRANE COMPANY party of the second part, and  
hereinafter sometimes designated as the Contractor, WITNESSETH:

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

4 - 24" Nordstrom Valves, in accordance with the specifications therefor on file in  
the office of the City Clerk of said City under Document No. 351807.

Delivery f.o.b. San Diego, California, 16 to 19 weeks from receipt of AA-3 or better  
priority.

All shipping and/or delivery promises quoted by contractor are subject to governmental  
control as to priority regulations and as to production.

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

4 - 24" Nordstrom valves @ \$610.41 ea \$2441.64

Above price includes the California State Sales Tax.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Two Thousand Four Hundred Forty-one and 64/100 Dollars (\$2441.64), 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, and when the terms of the contract 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, final payment will be made, at such time, and in such manner as provided by law, of all sums 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. 80602 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

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

CRANE COMPANY  
R. E. MUSE Mgr

Contractor

I hereby approve the form and legality of the foregoing contract this 6th day of March, 1945.

J. F. DuPAUL City Attorney

By J. H. McKINNEY

Deputy City Attorney

The undersigned, H. F. POTTER, hereby certifies that he is the Secretary of CRANE CO., an Illinois corporation, and that the following is a true and correct copy of Section 1 of Article V of the By-Laws of said corporation:

"SECTION 1 CONTRACTS

"Except as herein provided, all contracts of the Corporation shall be signed by the President or a Vice-President in the name of the Corporation.

"Bids and contracts for the sale of merchandise in the ordinary course of business of branch houses of the Corporation, together with bonds given to secure the performance thereof, shall be executed in the name of the Corporation by the Manager, Assistant Manager or Assistant to Manager of the branch houses respectively."

He further certifies that R. E. Muse is Manager, and that is Assistant Manager of the San Diego, California Branch of said corporation.

IN WITNESS WHEREOF the undersigned has hereunto set his hand and affixed the seal of said corporation this 6th day of May, 1944.

H. F. POTTER

(SEAL)

Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Crane Company for furnishing 4 - 24" Nordstrom valves; being Document No. 352643.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING

University Avenue Lighting District No. 2

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, 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 SIXTY DOLLARS (\$360.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of February, 1945.

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, FIFTH AVENUE, UNIVERSITY AVENUE, CLEVELAND AVENUE, and NORMAL STREET, within the limits and as particularly described in Resolution of Intention No. 80210, adopted by the Council of said City on November 21, 1944, 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

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE

Attorney-in-Fact

Surety

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

I hereby approve the form of the foregoing Undertaking this 9 day of March, 1945.

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.80571 passed and adopted on the 13th day of February, 1945, require and fix the sum of \$360.00 as the penal sum of the foregoing Undertaking.

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

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

On this 20th day of February, A.D., 1945, 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

CONTRACT FOR STREET LIGHTING  
University Avenue Lighting District No. 2

THIS AGREEMENT, made and entered into this 13th day of March, 1945, 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 along 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, 1945, to-wit, to and including March 15, 1946.

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 2, 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 Thousand Four Hundred Thirty-seven Dollars (\$1437.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 2".

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

And it is further mutually agreed that no part or portion of said sum of One Thousand Four Hundred Thirty-seven Dollars (\$1437.00), shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No.2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Four Hundred Thirty-seven Dollars (\$1437.00).

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

ATTEST: FRED W. SICK (SEAL)  
City Clerk  
By A. M. WADSTROM  
Deputy  
THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. C. DAIL  
Members of the Council

I hereby approve the form of the foregoing Contract, this 9 day of March, 1945.

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 University Avenue Lighting District No. 2; being Document No. 352652.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### AGREEMENT

WHEREAS, the San Diego Unified School District of San Diego County, California, (hereinafter called "the District") has requested The City of San Diego (hereinafter called "the City") to adopt an ordinance whereby it would be provided that pedestrian tunnels beneath public streets, in the immediate vicinity of public schools of the District within said City, be kept closed at night, in order to alleviate the nuisance which at present exists in the form of offensive and unsanitary conditions created in said tunnels at night, and which offensive and unsanitary conditions are especially objectionable to the District; and

WHEREAS, the extra work of locking and unlocking doors to said tunnels and of taking other steps to keep said tunnels in as clean and sanitary condition as desired by the District would place extra burdens upon the City Police Force, which it is highly inadvisable to do, especially under existing wartime conditions; and

WHEREAS, the District, pursuant to its authority under Education Code section 18004, etc., is willing and able to undertake the duty of causing said tunnels to be opened and closed at the proper times, and to keep said tunnels in a reasonably clean and sanitary condition; NOW, THEREFORE,

IT IS HEREBY AGREED by and between the District and the City, as follows:

If and when the City shall by ordinance require that pedestrian tunnels, located within 300 feet of public schools of the District within the City, shall be fitted with doors or gates, and shall be kept closed to public use during the hours of night, and if and when the City shall actually equip said tunnels with doors or gates, the District, by its school janitors or other employees, will cause said doors or gates to be opened in the morning and to be closed and locked in the evening, at or about the hours to be specified in such ordinance, and will also cause said tunnels to be kept in a reasonably clean and sanitary condition. The District will render the foregoing services without cost to the City.

The District will continue to render the foregoing services throughout the entirety of each year (Sundays and legal holidays excepted), so long as said ordinance shall remain in effect, or until this contract shall be terminated by two months' notice in writing given by the District and served upon the City Manager of the City.

IN WITNESS WHEREOF, this agreement has been executed by The City of San Diego, a municipal corporation, by its Acting City Manager, pursuant to Resolution No. 80652 of the Council of said City, and by the San Diego Unified School District of San Diego County, California, by its Business Manager, this 28th day of February, 1945.

THE CITY OF SAN DIEGO,

By F. A. RHODES,

Acting City Manager;

THE SAN DIEGO UNIFIED SCHOOL DISTRICT OF SAN DIEGO COUNTY, CALIFORNIA.

By R. C. DAILARD

Business Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Unified School District for closing and opening certain pedestrian tunnels; being Document No. 352663.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### USE AND OCCUPANCY PERMIT

THIS PERMIT granted this 26th day of February, 1945, by THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, acting by and through the Acting City Manager, hereinafter sometimes designated as the "City", to NORTH SAN DIEGO CHAMBER OF COMMERCE, as Permittee, WITNESSETH:

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

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

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

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

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

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

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

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

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

occupancy.

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

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

IN WITNESS WHEREOF, The Acting City Manager of The City of San Diego, has hereunto subscribed his name for and on behalf of The City of San Diego, pursuant to Resolution No. 80616 authorizing such execution, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO  
By F. A. RHODES

Acting City Manager

#### ACCEPTANCE OF PERMIT

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

Dated this 2 day of Mar, 1945.

NORTH SAN DIEGO CHAMBER OF COMMERCE

By WALTER ANDERSEN, Pres.

MARY H. CARVER, Sec'y.

I HEREBY APPROVE the form of the foregoing Use and Occupancy Permit this 9 day of Mar, 1945.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Use and Occupancy Permit to North San Diego Chamber of Commerce for building in Old San Diego; being Document No. 352677.

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 Epsten is the owner of Lot 25, 26, 27, 28, Block 46, of W.P. Herbert's Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of February, 1945, by Harry Epsten that he will, for and in consideration of the permission granted to remove 20' feet of curbing on 38th Street between El Cajon Boulevard and Meade Avenue also: 45' of curbing on El Cajon Boulevard between 38th St., and McClintock Street, adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

HARRY EPSTEN

400 B St., San Diego, Cal.

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 20 day of February, A.D. Nineteen Hundred and forty five, before me, Peggy Savage, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry Epsten known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

PEGGY SAVAGE

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

I HEREBY approve the form of the foregoing agreement this 6th day of March, 1945.

J. F. DuPAUL City Attorney

By HARRY S. CLARK Deputy City Attorney

RECORDED MAR 22 1945 30 min. past 2 P.M. in Book 1835 at page 322 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

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 Harry Epsten; being Document No. 352644.

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 8th day of March, 1945, 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, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Beginning at the point of intersection of the southeasterly line of Maple Street with the mean high tide line of the Bay of San Diego, as said mean high tide line was established by that certain Superior Court Action numbered 35473; thence southwesterly along the southwesterly prolongation of the southeasterly line of Maple Street to an intersection with the northeasterly line of Pacific Highway (formerly Atlantic Street dedicated as and for a public highway by Resolution No. 108 by the Harbor Commission of The City of San Diego, State of California); thence northwesterly along the northeasterly line of said Pacific Highway to an intersection with the southwesterly prolongation of the northwesterly line of Maple Street; thence northeasterly along said prolongation of the northwesterly line of Maple Street to an intersection with the said mean high tide line of the Bay of San Diego; thence southeasterly along the said mean high tide line to the point or place of beginning; containing 7392 square feet of tideland area.

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

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for the period of five (5) years beginning on the 1st day of February, 1945, and ending on the 31st day of January, 1950, unless sooner terminated as herein provided, at the following rental:

The sum of five cents (5¢) per square foot per year.

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

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 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. 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 the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased as above set forth, or shall fail to establish and maintain the parking facilities above provided for upon the said demised land, or shall fail or refuse to perform the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the lessor requiring it to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and the said lessee shall 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 R. H. VAN DEMAN  
EMIL KLIKA  
WM. E. HARPER  
Members of the Harbor Commission

ATTEST: S. F. LITTIER

R. E. HAZARD CONTRACTING COMPANY, Lessee  
By R. E. HAZARD Pres. (SEAL)

I hereby approve the form of the foregoing Lease, this 9th day of March, 1945.

J. F. DuPAUL City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease with R. E. Hazard Contracting Co., being Document No. 352696.

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, Sullivan Hardwood Lumber Company is the owner of Lots J & K, Block 30 of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of February 1945, by Sullivan Hardwood Lumber Company that we will, for and in consideration of the permission granted to remove 32 feet of curbing on India between "G" and Market Streets and 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.

SULLIVAN HARDWOOD LUMBER CO.  
E. B. CULNAN Vice. Pres.  
703 West F. Street, San Diego.

STATE OF CALIFORNIA

ss

County of San Diego

On this 12th day of March, 1945, before me, personally appeared E. B. Culnan, known to me to be the Vice President of the Corporation that executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

(SEAL)

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

STATE OF CALIFORNIA

ss.

County of San Diego,

On this 13th day of February, A.D. Nineteen Hundred and Forty Five, before me, L. W. Voeltzel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. B. Culnan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

I HEREBY approve the form of the foregoing agreement this 16th day of March, 1945.

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

RECORDED MAR 22 1945 30 min. past 2 P.M. in Book 1846 at page 88 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

C. A. SCHMUCKER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Sullivan Hardwood Lumber Company; being Document No. 352800

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, J. W. Anderson is the owner of Lot 19 Metropolitan Center 6556 El Cajon Blvd., San Diego, 5, California, and

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

THIS AGREEMENT, signed and executed this 8th day of March, 1945, by J. W. Anderson that he will, for and in consideration of the permission granted him to remove 16 feet of curbing on El Cajon Blvd., adjacent to the above described property, bind him to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

J. W. ANDERSON  
P. O. Box #248, La Mesa, Calif.

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 8th day of March, A.D. Nineteen Hundred and Forty-five, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. W. Anderson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

certificate first above written.

(SEAL)

My Commission expires July 5, 1948

I hereby approve the form of the foregoing agreement this 10th day of March, 1945.

IDA S. DAVIDSON

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 MAR 22 1945 30 min. past 2 P.M. in Book 1846 at page 103, of official records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

C. A. SCHMUCKER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb  
Removal Agreement from J. W. Anderson; being Document No. 352801.

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 curb-  
ing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Sullivan Hardwood Lumber Co., is the owner of Lot Por. L & K Block 36, of  
New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of February, 1945,  
by Sullivan Hardwood Lumber Co. that it will, for and in consideration of the permission  
granted to remove 16 feet of curbing on Kettner between F and G, adjacent to the above de-  
scribed 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.

SULLIVAN HARDWOOD LUMBER CO.,

E. B. CULNAN Vice Pres.

703 West F. Street, San Diego, Calif

STATE OF CALIFORNIA

ss

County of San Diego

On this 12th day of March, 1945, before me, personally appeared E. B. Culnan, known to  
me to be the Vice President of the corporation that executed the within instrument on behalf  
of the corporation therein named, and acknowledged to me that such corporation executed the  
same.

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

(SEAL)

L. W. VOELTZEL

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

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 16 day of Febr., A.D. Nineteen Hundred and forty five, before me, L. W. Voeltzel  
a Notary Public in and for said County, residing therein, duly commissioned and sworn, per-  
sonally appeared E. B. Culnan known to me to be the person described in and whose name is  
subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

L. W. VOELTZEL

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

I HEREBY approve the form of the foregoing agreement this 16th day of March, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 22 1945 30 min. past 2 P.M. in Book 1846 at page 89 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

C. A. SCHMUCKER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb  
Removal Agreement from Sullivan Hardwood Lumber Co., being Document No. 352802.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Date 3/16/45

FROM R. A. Campbell, Sup't., Division of Accounts

To City Clerk, Room 356, Civic Center

Subject Cancellation of Contract No. W 04-362E(SC-IX)-99

The above-mentioned Contract dated December 1, 1943 for water service to U. S. Army  
unit at 2426 Fourth Avenue has been cancelled effective April 1, 1945.

R. A. CAMPBELL, Sup't.

Division of Accounts

fw



I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of notice of cancellation of water service to U.S.Army at 2426 4th Avenue; being Document No. 352806.

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

3/15/45

From R. A. Campbell, Sup't., Division of Accounts  
To City Clerk, Room 356, Civic Center  
Subject Cancellation of Contract No. W04-362E(SC-IX)-38

The above-mentioned Contract for water service to U. S. Army unit at 1235 Seventh Avenue has been cancelled effective April 1, 1945.

fw  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of communication from Division of Accounts regarding cancellation of water service contract with U. S. Army at 1235 Seventh Avenue; being Document No. 352807.  
R. A. CAMPBELL, Sup't.  
Division of Accounts  
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 the following additions to the existing Rest Home; sun room 8 1/2' x 52'; patient and ward rooms, 12' x 38' and 12' x 24' with a 10' x 10' bath, and a double car garage and employee's quarters 24' x 44' with 6 1/2% excess coverage.

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

Pearl E. Craine, after being first duly sworn, for herself deposes and says:  
That I am the owner of the hereinafter described real property; Lots Thirteen (13) and Fourteen (14) Block Thirty seven (37) Subdivision City Heights, located at 4043 - 37th Street;

That I desire to construct the above described buildings and operate a rest home and have applied for a zone variance under petition No. 2661, dated February 16, 1945;

That I, in consideration of approval granted by the City of San Diego to construct said buildings and operate a rest home by Zoning Committee Resolution No. 876, dated March 15, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that maximum number of patients will be twenty four (24) and not more than twelve (12) will be bedridden; construction will observe rear and side yard requirements; obtain final approval of the Building Inspector, Health Department and Fire Marshal; and that six months after hostilities in the present war cease I will then convert said residence to a permissible use and will no longer use it as a rest home.

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.

PEARL E. CRAINE  
4043 37th St. San Diego 5

On this 19 day of March A.D. Nineteen Hundred and Forty-Five, before me, Mildred L. Johnson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Pearl E. Craine 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 El Cajon, Cal. County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)  
MILDRED L. JOHNSON  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Jan. 29, 1946

RECORDED MAR 22 1945 30 min. past 2 P.M. in Book 1846 at page 103 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

Copyist County Recorder's Office, S.D. County, Calif.  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement with Pearl E. Craine relative to additions to existing rest home; being Document No. 352835.

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 two bedrooms and a bath over an existing garage

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

Carlton C. Lucas and Celestine M. Lucas, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: Lot Twelve (12) Block A Subdivision Allen Terrace, located at 1878 Altamira Place;

That we desire to construct two bedrooms and a bath over an existing garage on the above described property with no sideyard on the west, a 15 ft. rear yard and only 51 in.

between this garage and the residence on the front of the property and have applied for a variance under petition No. 2663, dated February 19, 1945;

That we, in consideration of approval granted by the City of San Diego to construct said rooms over the existing garage by Zoning Committee Resolution No. 866, dated March 1, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the two bedrooms and bath will be used for the immediate family or servants and will not be used as rental property;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

CARLTON C. LUCAS

U S Navy

CELESTINE M. LUCAS

1878 Alta Mira Pl

On this 9 day of March A.D. Nineteen Hundred and 45, before me, W B Melhorn a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carlton C Lucas & Celestine M Lucas 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.

W B MELHORN

(SEAL)

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

My Commission expires July 26, 1947

RECORDED MAR 22 1945 30 min. past 2 P.M. in Book 1846 at page 104 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

C. A. SCHMUCKER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Carlton C. and Celestine M. Lucas regarding construction of bedrooms and bath over existing garage; being Document No. 352744.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

U.S.G.Co. Bond #459787

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT THOUSAND FIVE HUNDRED SEVENTY-FOUR Dollars (\$8,574.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of March, 1945.

The condition of the above and foregoing obligation is such, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

7,535' - 16" super deLavaud centrifugally cast, C.I. pipe;

600' - 4" "

45,881# - miscellaneous 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.

UNITED STATES PIPE AND FOUNDRY CO.

(SEAL)

By D. B. STOKES V.P. Vice President

Principal

ATTEST: H. A. HOOVER Asst. Secty

UNITED STATES GUARANTEE COMPANY

(SEAL)

By A. O. FISKE Attorney in Fact

Surety

STATE OF CALIFORNIA  
City and County of  
San Francisco

} ss

On this 10th day of March, in the year nineteen hundred and forty-five, A.D., before me, Irene Murphy, a Notary Public in and for the said City and County of San Francisco, State of California, residing therein, duly commissioned and sworn, personally appeared A. O. Fiske, known to me to be the Attorney in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

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

IRENE MURPHY

(SEAL)

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

My Commission expires Mar. 10-1946

I HEREBY APPROVE the form of the foregoing Bond this 14th day of March, 1945.

J. F. DuPAUL, City Attorney,

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 14th day of March, 1945.

F. A. RHODES

Acting City Manager

CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 10th day of March, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNITED STATES PIPE AND FOUNDRY COMPANY party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

- 7,535 lineal feet of 16" SUPER-deLavaud Centrifugally cast, B&S, cement lined cast iron pipe, 18-foot lengths, made to conform with Federal Specification WW-P-421, Type I;
- 600 lineal feet of 4" ditto;
- and 45,881# miscellaneous cement lined, cast iron fittings, as particularly enumerated hereinafter;

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 351807.

Delivery f.o.b. San Diego. Shipment from Chattanooga, Tennessee, and Bessemer, Alabama. Contractor will make shipment by May 15th or June 1st, 1945, provided City furnishes AA-3 priority certification. All shipping and/or delivery promises quoted by contractor are subject to governmental control as to priority regulations and as to production.

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

Class	Quantity	Description	Unit Price	
			Each	Extension
150	7,535	lineal feet of 16" SUPER-deLavaud Centrifugally Cast, B&S, Cement lined Cast Iron Pipe, 18-foot lengths, made to conform with Federal Specification WW-P-421, Type I.....	\$ 2,739/ft	\$20,638.36
250	600	lineal feet of 4" ditto.....	.49/ft	294.00
D	4	4" x 0'10" Flg'd x Bell Adapters, F&D.....	5.20	20.80
D	4	6" x 0'10" ditto.....	6.75	27.00
D	4	6" x 3'0" Flg'd x Spgt. Pcs. F&D.....	9.10	36.40
D	4	8" x 0'10" Flg'd x Bell Adapters, F&D.....	8.25	33.00
D	4	8" x 2'0" Flg'd x Spgt. PCS. F&D.....	9.40	37.60
D	4	12" x 0'10" Flg'd x Bell Adapters, F&D.....	17.25	69.00
D	4	12" x 4'0" Flg'd x Spgt. Pcs. F&D.....	31.60	126.40
C	2	16" x 0'10" Flg'd x Bell Adapters, F&D.....	28.15	56.30
D	8	8" x 0'10" Flg'd x Bell Adapters, F&D.....	8.25	66.00
D	6	4" A/B 45° (1/8) Bends.....	4.80	28.80
D	6	4" B&S 45° (1/8) Bends.....	4.00	24.00
D	6	6" B&S 22-1/2° (1/16) Bends.....	5.80	34.80
125	6	6" A.S. 45° (1/8) Flg'd Elbows, F&D.....	4.50	27.00
125	3	8" A.S. 90° (1/4) Flg'd Elbows, F&D.....	8.25	24.75
D	3	16" A/B 5-5/8° (1/64) Bends.....	38.40	115.20
D	6	16" A/B 22-1/2° (1/16) Bends.....	33.65	201.90
D	1	16" x 16" x 16" x 16" Cross.....	69.25	69.25
D	7	16" x 16" x 6" x 6" Crosses.....	48.35	338.45
D	1	16" Bell x 16" Bell x 6" Flg'd x 6" Flg'd Cross, F&D.....	63.15	63.15
D	2	16" Bell x 16" Bell x 8" Flg'd x 8" Flg'd Crosses, F&D.....	66.00	132.00
D	2	16" x 16" x 10" x 10" A/B Crosses.....	56.05	112.10
D	1	24" x 24" x 12" x 12" A/B Cross.....	108.45	108.45
D	3	6" x 0'6" Flg'd Fire Hydrant Extensions, F&D.....	3.60	10.80
D	3	6" x 0'8" ditto.....	4.00	12.00
D	3	6" x 1'6" ditto.....	6.15	18.45
D	3	8" x 0'6" ditto.....	5.25	15.75
D	2	8" x 1'6" ditto.....	9.10	18.20
D	5	8" x 2'0" Flg'd x Flg'd Pcs. F&D.....	11.05	55.25
D	3	6" x 3'0" ditto.....	10.15	30.45
D	6	6" x 4" Spg't x Spg't Reducers.....	4.50	27.00
D	4	6" Spg't x 4" Bell Reducers.....	5.35	21.40
D	1	8" x 4" Spg't & Spg't Reducers.....	5.75	5.75
D	1	12" x 10" Spg't x Spg't Reducer.....	12.60	12.60
D	4	16" Spg't x 6" Bell Reducers.....	16.50	66.00
D	1	16" x 12" Spg't x Spg't Reducer.....	20.25	20.25
D	1	24" Spg't x 16" Bell Reducer.....	46.10	46.10
D	2	6" x 6" x 6" A/B Type II Wye Branches.....	11.60	23.20
D	2	6" Bell x 6" Bell x 4" Flg'd Type II Wye Branches.....	13.10	26.20
D	1	12" x 12" x 6" A/B Type II Wye Branch.....	32.00	32.00
D	12	6" x 6" x 6" A/B Tees.....	11.00	132.00
D	3	6" x 6" x 4" ditto.....	10.10	30.30
D	3	8" x 8" x 6" ditto.....	14.85	44.55
D	2	10" x 10" x 10" ditto.....	21.75	43.50
D	5	16" Bell x 16" Bell x 8" Flg'd Blow-off Branches F&D.....	46.00	230.00
D	6	12" C/I Solid Sleeves, 14" long.....	9.55	57.30
D	12	6" C/I Solid Plugs.....	.75	9.00
D	4	12" ditto.....	2.75	11.00
D	6	16" C/I Solid Plugs.....	5.25	31.50

TOTAL..... \$23,715.26

(Terms: Net cash 30 days from date of delivery.)

Plus California State Sales Tax..... 592.88

" freight (at \$1.10/cwt.): 16" pipe 849,983#

4" pipe 11,784#

Fittings 45,881#

907,648 #..... 9,984.13

\$34,292.27

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sum, to-wit: Thirty four Thousand Two Hundred Ninety-two and 27/100 Dollars (\$34,292.27), said payment to be made as follows:

Upon delivery of said material, and the acceptance of the same by the City Manager of said City, and when the terms of the contract 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, final payment will be made, at such time, and in such manner as provided by law, of all sums due the contractor.

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

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City



of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

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

IN WITNESS WHEREOF, this contract is executed by the Acting City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80601 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written

THE CITY OF SAN DIEGO,

By F. A. RHODES

Acting City Manager

UNITED STATES PIPE AND FOUNDRY COMPANY, (SEAL)

By D. B. STOKES V.P.

Contractor

ATTEST: H. A. HOOVER Asst Secty

I HEREBY APPROVE the form and legality of the foregoing Contract this 14th day of March, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States Pipe & Foundry Company for cast iron pipe and fittings; being Document No. 352761.

FRED W. SICK

City Clerk of the City of San Diego, California.

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS; That RENSSELAER VALVE COMPANY c/o (P.O. Address Troy, N.Y.), 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 NINETY-NINE Dollars (\$499.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 8th day of March, 1945.

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 - 16" Rensselaer List 13, IBBM, double disc, parallel seating, NRS.,

flanged end gate valves, equipped with bevel gears, extended type grease case, indicator, and bypass; and

4 - 16" ditto, except hub end,

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.

RENSSELAER VALVE COMPANY  
IRVING A. ROWE President

Principal

ATTEST: A. C. BOUGHTON

AMERICAN SURETY COMPANY OF NEW YORK  
By A. F. ZIMMERMAN

Resident Vice-President

Attest I. TAYLOR

Resident Assistant Secy.

Sureties

(SEAL)

STATE OF CALIFORNIA,

County of Los Angeles

ss:

On this 8th day of March, A.D. 1945, before me, Grace Nicholson, a Notary Public in and for Los Angeles County, State of California, residing therein, duly commissioned and sworn, personally appeared A. I. Zimmerman personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the American Surety Company of New York, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission expires Jan. 18, 1949

GRACE NICHOLSON  
Notary Public in and for the County of Los Angeles  
State of California

I HEREBY APPROVE the form of the foregoing Bond this 14th day of March, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 14th day of March, 1945.

F. A. RHODES

Acting City Manager

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of March, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and RENSSELAER VALVE 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 - 16" Rensselaer List 13, IBBM, double disc parallel seating, NRS., flanged end gate valves, equipped with bevel gears, extended type grease case, indicator and bypass; and  
4 - 16" ditto, except hub end,  
All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 351807.  
Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

2 - 16" Rensselaer flanged end gate valves	@ \$341.17 ea	\$682.34	Plus Sales Tax
4 - 16" " hub end	@ \$325.57 "	\$1302.28	\$17.06
		\$1984.62	\$32.56
California State Sales Tax.....		49.63	
		\$2034.25	
Less 2% discount, 30 days.....		39.69	
		\$1994.56	

Delivery f.o.b. San Diego, six weeks after date of receipt of order at contractor's factory in Troy, New York.  
Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Nine Hundred Ninety-four and 56/100 Dollars (\$1994.56) said payments to be made as follows: Upon delivery of said material, and the acceptance of the same by the City Manager of said City, 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, final payment will be made, at such time, and in such manner as provided by law of any sums 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. 80603 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO  
By F. A. RHODES  
Acting City Manager  
RENSELAER VALVE COMPANY  
IRVING A. ROWE President  
Contractor

(SEAL)  
ATTEST: A. C. BOUGHTON  
I hereby approve the form and legality of the foregoing contract this 14th day of March, 1945.  
J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Rensselaer Valve Company for six valves; being Document No. 352762.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Taden Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 13th day of March, 1945, 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:  
Rancho Ex-Mission segregated interests - North 1/2 of the Southeast 1/4 of Section 34, Township 16 South, Range 2 West, S.B.B.M.

Date Sold to State	Cert. No.	Date Deeded to State	Deed No.
9/1/33	65985	7/1/38	3888

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	2nd Payment	3rd Payment	Final Payment
	(As of date of Execution of Agreement)	(Anniversary Date of Agreement)	(2nd Anniversary Date of Agreement)	(Upon Exercise of option)
Rancho Ex-Mission segregated interests N 1/2 of SE 1/4 of Sec: 34, T 16 S R 2 W.	\$250.00	\$250.00	\$250.00	\$400.00

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 cancelled, and shall not in that event be due or owing to said County.

4. 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; provided, further, that said City shall also have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. 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.

6. 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 resolution duly passed and adopted on the 13th day of March, 1944, has caused this agreement to be executed in quadruplicate, and the City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 80612, adopted on the 20th day of February, 1945, the day and year first hereinabove written.

(SEAL)  
ATTEST: J. B. McLEES, County Clerk and  
Ex-officio Clerk of the Board of Supervisors  
By KATHRYN K. FRYE  
Deputy

BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO,  
STATE OF CALIFORNIA.  
By DAVID W. BIRD  
Chairman

THE CITY OF SAN DIEGO  
By F. A. RHODES  
Acting 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 March 1, 1945  
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 approves said agreement.  
Dated March 19th, 1945  
HARRY B. RILEY, Controller of the  
State of California  
By BERT FOSTER  
Deputy (SEAL)

APPROVED as to form  
Date 3/5/45  
THOMAS WHELAN, District Attorney  
in and for the County of San Diego,  
State of California  
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. 352895.  
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 1st day of January, 1945, 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, second party,  
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 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, 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. Said San Diego City-County Camp Commission shall have for a period of five years from date the care, maintenance and control of the real and personal properties hereinafter described for the purpose of the State Park System.

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 300 persons at any one time.

3. 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.

4. Water Supply and Storage. The said County and City agree that they will provide ample water storage to supply the daily needs of 350 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. It is further understood that all water and sewage facilities will be completed prior to occupancy of the area.

5. 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 State-approved sewage disposal and water system for said Camp.

6. 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.

7. Fuel. It is further understood that all fuel used for heating, cooking and other purposes will be other than wood.

8. Repairs and Restoration of Buildings. Said County and City agree that whenever necessary they will cause to be repaired 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, and be responsible for all personal property conveyed along with concession agreement on real property.

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. 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.

11. 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, 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 and said Commission 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.

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.

STATE PARK COMMISSION OF CALIFORNIA  
By J. R. KNOWLAND, Chairman.

ATTEST: J. H. COVINGTON  
Secretary, State Park Commission  
APPROVED: WARREN T. HANNUM  
Director of Natural Resources  
APPROVED AS TO FORM:  
THOMAS WHELAN, District Attorney  
By F. T. DUNN Assistant  
APPROVED AS TO FORM BY  
J. F. DuPAUL, City Attorney  
By J. H. McKINNEY  
Deputy City Attorney

COUNTY OF SAN DIEGO  
By DAVID W. BIRD Chairman, Board of Supervisors  
  
CITY OF SAN DIEGO  
By F. A. RHODES Acting City Manager

EXHIBIT A  
Bldg.                      Article  
Property permanently installed at  
Camp Cuyamaca Rancho, SP-4  
1                      Administration, 20 x 105  
2                      Mess Hall, 20 x 147  
3                      Kitchen Tee, 30 x 48  
4-7                      Barracks 20 x 88  
10                      T. S. & Off. Qtrs., 20 x 90  
                         & "L" shape Addn. 20 x 64  
11                      Infirmary, 20 x 42

Number

1  
1  
1  
4  
1  
1  
1

Number	Bldg.	Article
1	12	Bath House, CCC, 20 x 49
1	13	Latrine, CCC, 10 x 28
1	14	Garbage House, 9 x 12
1	15	Generator House, 10 x 18
1	16	Cooler, 19 x 22
1	17	Heater Bldg., 12 x 16
1	18	Educational, 2 x 100 & Educ. Tee, 20 x 66
1	19	Tool house, 20 x 42
1	20	Repair Shop 30 x 64
1	21	T. S. Truck Garage, 42 x 120
1	22	Army Truck Garage, 20 x 50
1	23	Blacksmith Shop, 14 x 23
1	24	Gas House, 10 x 27
1	25	Barber Shop, 12 x 25
1	26	Shop & Auxiliary Store, 20 x 36
4		Water-Closets, w-tanks
24		Lavatories, comp. w/fittings
1		Sink, kitchen, 2-comp.
1		Sink, kitchen, 3-comp.
1		Tank, water-closet
3		Trays, laundry, soapstone
2		Urinals, G.I.
3		Tanks, storage, 220 gals.
1		Tank, storage, Redwood 5M gals
3		Doors, screened
		Kitchen Range
		Ice Box
		3 Light Plants

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Concession Agreement with State Park Commission for use of CCC Site and buildings in Cuyamaca State Park; being Document No. 352896.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis L. Totten Deputy

#### LE A S E

THIS AGREEMENT, made and entered into this 26th day of March, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and CHAS. L. GOOD, of Lemon Grove, California, hereinafter called the Lessee, WITNESSETH:

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

All of Tract "C" of the Rancho El Cajon, according to Partition Map thereof on file in the office of the County Clerk of San Diego County, California; ALSO,

All that portion of Tract "T" of the Rancho El Cajon according to said Partition Map, described as follows: Commencing at a redwood post, the most easterly corner of Tract "C", said map, said redwood post being the second station mentioned in the description of said Tract "C" as per Referees' report filed in the Partition Suit of Lankershim, et al., vs. Crane, et al.; thence running due north 37.27 chains to the north boundary of Section 30, Township 15 South, Range 1 West, S.B.B.M., as same is shown on said Partition Map; thence west along the north line of said Section 30, 37.65 chains to the northwest corner of said section; thence West along the north boundary line of Section 25 of said Township, 34.65 chains to a point due north of the northwest corner of said Tract "C"; thence South 17.44 chains to a redwood post at the northwest corner of Tract "C"; thence North 61° 30' East along the northerly line of said Tract "C" 24 chains; thence continuing along the northerly line of said Tract "C" North 70° 31' East 17.40 chains; thence South 49° 30' East 45.65 chains to the point of beginning; ALSO

All that certain strip of land adjoining the south side of the east half of said Tract "C" and north of a straight line drawn from the southeast corner of said Tract "C" westerly to the Third Station on said southern line west of said corner as shown on said Partition Map, excepting from said Tracts "C" and "T" all that portion thereof conveyed by Levi Chase to Hosmer McKoon, January 19, 1903, by deed recorded in Book 326, at page 19, of deeds, records of said San Diego County, described as follows: Being a part of Lot "C" of the El Cajon Partition Map, on file in the office of the Recorder of said San Diego County, and being Lot "A" as shown on a map made by Benj. McLaren, Surveyor, on the 12th day of January, 1903, on file in the office of the County Recorder of said San Diego County; ALSO,

All of Tract 7 of the Fanita Rancho, in the County of San Diego, State of California, according to Map thereof No. 790, filed in the office of the County Recorder of said County of San Diego, excepting therefrom that portion thereof conveyed by Fannie McKoon, et al., to Mackie H. Scripps, January 25, 1913, by deed recorded in Book 597, at page 93, of Deeds, records of said County Recorder, described as follows: Bounded by a line commencing in the southwest quarter of Section 29, Township 15 South, Range 1 West, S.B.B.M.; at the point where the center meridian line of Section 29, said Township and Range, intersects the center line of the County Road, also known as and called Woodside Avenue; thence westerly along the center line of said County Road or Woodside Avenue, a distance of 20.00 feet to a point; thence northerly parallel to and 20.00 feet distant from said center meridian line of Section 29 a distance of 1485 feet, more or less, to the center of the San Diego River; thence easterly and along said center line of said San Diego River and following the meanderings thereof to its intersection with the said center meridian line of said Section 29; thence southerly along said center meridian line of said Section 29 to the point of beginning; ALSO, excepting any portion thereof that may be within Lot 7, in Block G, of the Fanita Rancho in said County, according to Map thereof No. 688, filed in the office of said County Recorder; ALSO,

All of Lots 1 and 2, Block H, and Lots 1 to 6 inclusive, Block G, of Fanita Rancho, in said County, according to Map thereof No. 688, filed in the office of said County Recorder, August 22, 1891, excepting from said Lot 6, Block G, the easterly 30 feet thereof said excepted portion sometimes being known as Lot "C", according to Licensed Surveyor's



Map No. 136, filed in the office of said County Recorder January 20, 1903; ALSO, excepting that portion of Lots 2 and 3, in Block G, according to said Map No. 688, that lies within Tract "C", according to the said Partition Map of Rancho El Cajon; ALSO,

All of Lot "A", according to the plat of the "Chase McKoon-Stock Line", in said County, according to Licensed Surveyor's Map thereof No. 136, filed in the office of said County Recorder, January 20, 1903;

For a term of five (5) years, beginning on the 15th day of April, 1945, and ending on the 14th day of April, 1950, at the following rentals: Forty dollars (\$40.00) per month payable in advance at the office of the Lessor monthly during said term.

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

First. That the above described premises are leased to said lessee for \_\_\_\_\_ 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 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 Acting City Manager of said City, under and pursuant to Resolution No. 80757 of the Council, authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,  
By F. A. RHODES  
Acting City Manager  
CHAS. L. GOOD, Lessee

I HEREBY APPROVE the form of the foregoing Lease this 16th day of March, 1945.

J. F. DuPAUL, City Attorney  
By THOMAS J. FANNING  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Chas. L. Good for portions of Rancho El Cajon and Fanita Rancho; being Document No. 352928.

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

By Frances T. Taker Deputy

#### LEASE OF WAR PUBLIC WORKS Project No. Calif. 4-654-F.

The United States of America (herein called the "Government") hereby leases to 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 fire fighting 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 the term of one year from the date hereof. The term of the 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 a fire station, having a two-truck apparatus room, an eight-man dormitory, and an auxiliary room, in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

Lands, including rights in lands, acquired by the Government, the jurisdiction of which will be transferred from the Federal Public Housing Authority to the Federal Works Agency, the detailed description of said land and interests in lands being as follows:

That portion of Loma Park War Trailer Project, Calif. 4680 in Public Lot 242 described as follows:

Beginning at the southwesterly corner of said Project Cal. 4680: Thence N 36° 04' 50" E, a distance of 60 feet; Thence S 53° 51' 25" E, a distance of 85 feet; Thence S 36° 04' 50" W, a distance of 60 feet; Thence N 53° 51' 25" W, a distance of 85 feet to the point of



beginning, 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) If the Leased Property is to be operated on a revenue-producing basis, it will establish, maintain and collect fair, just and reasonable rates and charges for the commodities and services supplied and made available by the Leased Property;

(e) It will pay to the Government, not less often than once every three months, all revenue derived from the operation of the Leased Property in excess of the reasonable cost of operation and maintenance thereof;

(f) It will procure and maintain for the benefit of the Government such insurance covering the risks to which the Leased Property is exposed as is customarily carried in connection with similar facilities located in the same or a comparable area, in form and amounts reasonably sufficient to protect the Government's financial interest in the leased property, and subject to the following conditions:

(1) the kinds and amounts of insurance and the insurers shall be subject to approval of the Government,

(2) the insurance shall be made payable to the Government as the insured,

(3) the insurance policies shall be delivered promptly to the Government,

(4) the Lessee shall notify the proper insurance companies and the Government promptly of any loss or damage to the Leased Property;

(5) in the event of any losses covered by such insurance the Government may, at its option, apply any insurance proceeds received during the term of this Lease to the repair, restoration or replacement of the Leased Property, or any portion thereof, damaged or destroyed;

(g) It will keep, in a form approved by the Government, proper books, records and accounts (separate from all other books, records and accounts) in which complete and correct entries shall be made of all transactions relating to the Leased Property, will furnish to the Government, periodically as requested, complete operating and financial statements of the Leased Property, in reasonable detail and certified by the fiscal officer of the Lessee, and will permit the Government at any reasonable time to enter upon, inspect, and exhibit the Leased Property and, for the purpose of ascertaining that the Lessee is complying with the covenants and agreements hereunder, to examine the books, records and accounts of the Lessee pertaining to the Leased Property; and

(h) 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 March 26, 1945

UNITED STATES OF AMERICA

By W. H. CHENEY Division Engineer  
For the Federal Works Administrator

CITY OF SAN DIEGO Lessee

By F. A. RHODES  
Acting City Manager

(SEAL)

ATTEST FRED W. SICK City Clerk  
By AU M. WADSTROM,

Deputy

#### 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 13th day of March 1945; 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 March 17, 1945 (Signed) FRED W. SICK, City Clerk (SEAL)  
(Title) By A. M. WADSTROM Deputy

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 March 17, 1945 (Signed) J. F. DuPAUL Attorney for Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with United States for Loma Park fire station; being Document No. 352989.  
FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. P. STRICKLEY, as Principal and Saint Paul Mercury Indemnity Company, Saint Paul, Minnesota, a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED SEVENTY-SIX Dollars (\$976.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of March, 1945. (SEAL)  
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 - National payroll and analysis machine, Style 22115 (145) ACB-AP and stand, in accordance with the plans and specifications referred to in said contract; and for the contract price therein set forth.  
NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

J. P. STRICKLEY Principal  
SAINT PAUL MERCURY INDEMNITY COMPANY OF SAINT PAUL MINNESOTA  
ATTEST: \_\_\_\_\_ JOHN B. STARKEY (SEAL)  
Sureties

STATE OF CALIFORNIA }  
County of San Diego } ss.

On this 27th day of March 1945, before me, a Notary Public, within and for the said County and State, personally appeared John B. Starkey 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.

GRACE E. CLAYTOR Notary Public  
(SEAL)  
My Commission expires Aug. 16, 1948  
I HEREBY APPROVE the form of the foregoing Bond this 27th day of March, 1945. J. F. DuPAUL, City Attorney  
I HEREBY APPROVE the foregoing Bond this 28th day of March, 1945. F. A. RHODES Acting City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 27th day of March, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. P. STRICKLEY, 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 National payroll and analysis machine, Style 22115 (145) ACB-AP and stand; f.o.b. San Diego, California.

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

1 National payroll and analysis machine.....\$3805.00  
Plus California State Sales Tax..... 95.12  
\$3900.12

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Nine Hundred and 12/100 Dollars (\$3900.12), 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, 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, final payment will be made, at such time, and in such manner as provided by law, of any balance 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 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. 80782 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

J. P. STRICKLEY

Contractor

ATTEST:

I hereby approve the form and legality of the foregoing contract this 28th day of March, 1945.

J. F. DuPAUL, City Attorney

By THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. P. Strickley for furnishing one National payroll and analysis machine; being Document No. 352990.

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 Frank St. Sure is the owner of Lot 1, 2, 3, 4, 5, Block 44, of Fairmount Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed on this 8 day of March 1945, by Frank St. Sure that he will, for and in consideration of the permission granted to remove 30 feet of curbing on Winona between El Cajon & Trojan and 30 ft on El Cajon between Winona & 50 St. adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on 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.

FRANK ST. SURE  
4077 Van Dyke

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 8th day of March, A.D. Nineteen Hundred and forty-five, before me, P. E. Berry a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank St. Sure known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

P. E. BERRY

(SEAL)

My Commission expires August 19, 1947

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



I HEREBY approve the form of the foregoing agreement this 10th day of March, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 22 1945 30 min. past 2 P.M. in Book 1814 at page 234 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.

KAY YOUNG

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Frank St. Sure; being Document No. 352803.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### AGREEMENT

THIS AGREEMENT made and entered into this 29th day of March, 1945 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 Acting City Manager, Party of the First Part, and Charles A. Taylor, of San Diego, California, Party of the Second Part, WITNESSETH:

THAT WHEREAS, the City of San Diego is in need of a representative in the City of Washington, D.C. to appear before and represent the City before various departments, bureaus, boards, and agencies in said City of Washington, for the best interest of the City of San Diego and to bring into closer cooperation the federal authorities and the local authorities, and in order that the local authorities may be informed upon matters which may be beneficial to the City of San Diego and its inhabitants; and to keep the City informed of various appropriations, and especially such appropriations as might be of interest to the Mayor, City Council, and City Manager of the City of San Diego;

AND WHEREAS, the Party of the Second Part is willing to accept said service upon the conditions and for the compensation hereinafter stated;

NOW THEREFORE in consideration of the premises and of the matters and things herein-after recited the City does hereby agree to employ the Party of the Second Part to represent the said City in and about the matters hereinabove stated, and such other matters as the City may request from time to time for a period not to exceed three months in duration, and for such services the City agrees to pay the Party of the Second Part the sum of SEVEN HUNDRED DOLLARS (\$700.00) per month, payable at the expiration of each month, together with his traveling, lodging, incidental and other expenses while so employed, said expenses not to exceed the sum of Two Thousand & No/100 for the term of the contract. In consideration of said payment the Party of the Second Part agrees to appear before various departments, bureaus, boards and agencies of the Government, and to keep the City informed on all matters of interest to said City and to perform such duties as the City shall require of him.

IT IS FURTHER UNDERSTOOD AND AGREED that the City of San Diego will advance to the Party of the Second Part the sum of THREE HUNDRED DOLLARS (\$300.00), which shall be credited as a first payment on behalf of the City, and the Party of the Second Part shall be reimbursed every two weeks for his traveling, living, incidental, and other expenses on approval of the City Manager.

IN WITNESS WHEREOF this agreement is executed on behalf of the City of San Diego by the Acting City Manager pursuant to the authority so to do contained in Resolution No. 80806, adopted by the City Council on the 29th day of March, 1945, and the Second Party has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

CHARLES A. TAYLOR

Party of the Second Part

I hereby approve the form and legality of the foregoing contract this 31st day of March, 1945.

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 \$4,100.00

Dated March 31, 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL FUND (AB-BA-JC)

Memo CHARLES A. TAYLOR

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Charles A. Taylor to represent the City of San Diego at Washington, D.C.; being Document No. 353030.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### STRUCTURAL ENGINEER'S CONTRACT

THIS CONTRACT, entered into this 30th day of March, 1945, between the COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, a political subdivision, and THE CITY OF SAN DIEGO, CALIFORNIA, a municipal corporation, acting jointly by and through the San Diego City-County Camp Commission, hereinafter called the Owner, and E. L. FREELAND, Structural Engineer of the City of San Diego, California, hereinafter called the Structural Engineer, witnesseth that the parties hereto do mutually agree as follows:

Article 1. EMPLOYMENT OF STRUCTURAL ENGINEER: The Owner hereby employs the Structural Engineer to perform the necessary professional services, including but not limited to those hereinafter set forth, in connection with the construction of the rehabilitation of the existing camp in Cuyamaca State Park, San Diego County, California, for use as a youth camp

in the former C.C.C. Camp in Cuyamaca State Park, San Diego County, California.

Article 2. THE STRUCTURAL ENGINEER'S SERVICES: The Structural Engineer hereby accepts said employment and agrees to perform the necessary professional services to the satisfaction of the Owner, including but not limited to the following:

(a) Participation in all conferences with the representatives of the Owner, 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 drawings and specifications satisfactory to the Owner as are necessary for obtaining bids and for the efficient execution of the work, including the approval, if required, of said working drawings and specifications by the building and health authorities having jurisdiction. Forms for all contract documents, including but not limited to Advertisement for Bids, Information for Bidders, Bid Forms, Standard Conditions, Special Notes and Agreements will be prepared and supplied by the Structural Engineer as required by and subject to the approval of the District Attorney and County Counsel of the County of San Diego and the City Attorney of the City of San Diego.

(d) The drafting and/or preparation that may be required by the Owner of forms of proposals and construction progress schedules.

(e) Preparation and/or assistance of the preparation as required by the Owner of forms, cost estimates, etc. required to support application by the Owner for preferential rating from the controlling agencies of the United States of America.

(f) Supervision of the work executed from the drawings and specifications.

Article 3. BUILDING PERMITS: The Structural Engineer shall be responsible for giving notice of the need of securing zoning and other permits made necessary by the contemplated placement of said work on the site (except the approval of the State Park Commission of the State of California) and shall provide such drawings and specifications as may be required to secure said permits.

Article 4. CONFORMITY TO LEGAL REQUIREMENTS: The Structural Engineer 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 5. STANDARD DETAILS: The Structural Engineer shall cause all drawings and specifications to conform to the approved standard specifications and details of the Owner unless specified approval is given by an authorized representative of the Owner for substitute specifications or details.

Article 6. COST OF THE WORK: It is understood by the Structural Engineer that there has been set aside and appropriated by the Owner the sum of (\$35,000.00) exclusive of Structural Engineer's fees, to cover the total cost of the construction of the work, and the Structural Engineer agrees to develop the plans so that the total construction cost to the Owner will not exceed the specified sum, endeavoring in so doing, to keep the actual cost of the work as low as may be consistent with the purpose of the work and with proper workmanship and material. Should it become evident during the planning of the work that the total construction cost will exceed the specified sum, the Structural Engineer shall at once present a statement in writing to the governing body of the Owner setting forth this fact and giving a full statement of the cost estimates on which his conclusion is based. In the event that such statement is not filed and bids received by the Owner from contractors for the construction of the work indicate that they cannot be constructed in accordance with the plans and specifications furnished by the Structural Engineer for the specified sum, the Structural Engineer shall if requested by the Owner and without extra compensation therefor so revise the plans and specifications for the work that the construction may be completed for a total cost which does not exceed the specified sum.

Article 7. ASSOCIATES: The Structural Engineer shall have the option, with the written consent of the Owner, to associate with him and at his expense other engineers and architects to render services in connection with the planning of the work, and to delegate to them such duties as he may delegate without relieving himself from administrative or other responsibility under this agreement.

Article 8. THE STRUCTURAL ENGINEER'S FEE: The Owner shall pay to the Structural Engineer for the performance of all services listed herein a fixed fee of five per cent (5%) of the final cost of the work as shown by the final audit which constitutes complete payment for said Structural Engineer's services under this contract.

The term "cost of the work" is hereby defined to mean the cost to the Owner, but such cost shall not include any Structural Engineer's, Clerk of the Works, or Inspector's fees.

Article 9. PAYMENTS: Payment for services under this contract shall be made as follows:

(a) Upon the completion of the preliminary studies and the plans, specifications and contract documents for the construction of the work and the written approval of the same by the Owner as evidenced by resolutions of its governing bodies duly passed and adopted, there shall be due the Structural Engineer a sum equal to three per cent (3%) of the cost of the work computed upon the preliminary estimates of said cost.

(b) After award and execution of the construction contract, there shall be due the Structural Engineer a sum equal to one per cent (1%) of the cost of the work computed on the contract price of the construction contract.

(c) The final payment shall be the sum specified in Article 8 of this contract less the amounts specified in Items (a) and (b) of this article and shall be due and payable thirty-five (35) days after the acceptance of the work by the governing bodies of the Owner upon satisfactory performance by the Structural Engineer of all services rendered under this contract and upon the filing by said Structural Engineer with the Clerk of the Board of Supervisors of San Diego County, California, and also with the City Clerk of the City of San Diego, California, in a form approved by the District Attorney and County Counsel of said county and by the City Attorney of said city of a release of any and all claims arising under this contract.

Article 10. SUSPENSION, ABANDONMENT OR TERMINATION: Should the execution of the work contemplated in Article 1 of this contract, or any part of such work be abandoned or suspended by the Owner, or should the Owner terminate this contract at any time, the Structural Engineer shall be paid in accordance with the terms of Articles 8 and 9 of this contract for all services rendered up to the time of such abandonment or suspension or termination as estimated by the Owner, and all such payments shall accrue and become due within thirty (30) days after such abandonment or suspension or termination. The Structural Engineer shall supply the Owner with two (2) copies of all drawings and specifications completed by the Structural Engineer of said work before the Structural Engineer may receive payment under the terms of this article.

Article 11. OWNERSHIP OF DOCUMENTS: Drawings and specifications supplied as herein required are the property of the Owner, whether the work for which they are made be executed or not. The Structural Engineer shall furnish to the Owner such copies of all drawings and specifications as are necessary for the study of the Owner and its representatives; shall supply the copies of said drawings and specifications required under Article 4 hereof.

and shall supply four (4) additional copies to the Owner. 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 Owner by the Structural Engineer at the cost of reproduction.

Article 12. SURVEYS, BORINGS AND TESTS: The Owner upon request and without cost to the Structural Engineer shall furnish such surveys, borings, test pits, and tests as may be necessary to reveal conditions of the site which must be known for the proper development of the required drawings and specifications.

Article 13. 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 Structural Engineer shall have the right to join with him in the performance of this agreement any qualified person or persons, acceptable to the Owner, with whom he may in good faith enter into general partnership or similar relation.

Except as above, the Structural Engineer shall not sublet, assign, or transfer his interest in this agreement without the written consent of the Owner.

Article 14. PRIOR CONTRACTS NOT AFFECTED: It is mutually understood and agreed that this contract is a new contract separate and distinct from any and all existing contracts between the parties hereto, either joint or several, and that the subject matter hereof has no relationship whatever to prior existing contracts between said parties nor shall the terms hereof be construed as in any way modifying or altering the terms of said prior contracts.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, A POLITICAL  
SUBDIVISION, AND THE CITY OF SAN DIEGO, CALIFORNIA, A  
MUNICIPAL CORPORATION, ACTING JOINTLY BY AND THROUGH  
THE SAN DIEGO CITY-COUNTY CAMP COMMISSION

Owner

By DeGRAFF AUSTIN  
Chairman, San Diego City-County Camp Commission

E. L. FREELAND

Structural Engineer

Approved as to form

Date 2/26/45

THOMAS WHELAN, District Attorney

By CARROLL H. SMITH

Chief Trial Deputy

Date 2-26-45

JEAN F. DU PAUL, City Attorney

By J. H. MCKINNEY

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with E. L. Freeland for employment as structural engineer for rehabilitation of existing camp in Cuyamaca State Park; being Document No. 353036.

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 portion of storeroom under an apartment  
for sleeping room and bath

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

CITY OF SAN DIEGO

SS.

Elias D. Gold and Renee Gold, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lot Ten (10) Block H Subdivision Altadena, located at 3133 Gergory Street;

That we desire to convert a portion of an existing storeroom under an apartment on the above described property into a sleeping room and bath with no sideyard and have applied to the Zoning Committee by Petition No. 2696, dated March 14, 1945;

That we, in consideration of approval granted by the City of San Diego to use portion of storeroom for sleeping room and bath by the Zoning Committee Resolution No. 887, dated March 29, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the room and bath will be used in connection with the single family dwelling, for members of the immediate family and will not be used for a rental unit.

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.

ELIAS D. GOLD

3133 Gergory

RENEE GOLD

3133 Gergory St. S.D.

On this \_\_\_ day of 50-APR-2'45 A.D. Nineteen Hundred and \_\_\_, before me, R. L. Eccles 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 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.

R. L. ECCLES

(SEAL)

My Commission expires Dec. 14, 1947

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

RECORDED APR 6 1945 36 min. past 9 A.M. in Book 1854 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.

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 Agreement with Elias D. and Renee Gold for converting storeroom into sleeping room and bath being Document No. 353044.

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

By Francis T. Totten Deputy

LEASE AGREEMENT  
(Percentage Compensation)

THIS CONCESSION AGREEMENT, Made and entered into this 1st day of March, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated the "City" or Lessor, and MISSION BEACH COASTER COMPANY, a corporation, hereinafter designated the Lessee, WITNESSETH:

THAT WHEREAS, the Lessee is desirous of obtaining a lease or permit to use a portion of the premises in Mission Beach Amusement Center (hereinafter called the "Amusement Center," or "Center"), at Mission Beach, in said City, for the operation of the concessions hereinafter described;

NOW, THEREFORE, WITNESSETH: That the City does hereby lease and let to the Lessee and the Lessee does hereby take and accept from the City, for the period beginning the 3rd day of January, 1945, and ending on the 2nd day of January, 1948, the lease and license to use and operate a roller coaster at its present locations and on the premises or tracts or plots of ground described as follows:

A parcel of land being the Roller Coaster Site in the Amusement Center in Mission Beach located in Pueblo Lot 1803 of the Pueblo Lands of San Diego 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 San Diego County, California, bounded and described as follows:

Beginning at a point on the westerly line of West Way, also known as Mission Boulevard and west Drive of Mission Boulevard, closed to public use by Resolution No. 76888 adopted May 12, 1942, by the Council of the City of San Diego, bearing S 22° 18' 30" E a distance of 910.25 feet from the southwesterly corner of Block 96, Mission Beach, according to the map thereof No. 1809 on file in the Office of said County Recorder; thence S 87° 12' W a distance of 9.33 feet to a point on the westerly edge of the existing concrete sidewalk; thence N 2° 48' W along the westerly line of said sidewalk being also along a line parallel to the westerly line of said West Way a distance of 290.90 feet to the TRUE POINT OF COMMENCEMENT: thence S 87° 12' W a distance of 42.08 feet to the point of a tangent curve concaved northeasterly having a radius of 41.00 feet; thence westerly, northwesterly and northerly along the arc of said curve through a central angle of 90°, a distance of 64.40 feet to a point of tangency; thence N 2° 48' W tangent to said curve a distance of 18.43 feet to a point; thence N 26° 39' 30" E a distance of 32.75 feet to a point; thence N 7° 03' 30" E a distance of 40.08 feet to a point; thence N 2° 52' W a distance of 50.00 feet to a point; thence S 87° 08' W a distance of 58.86 feet to a point; thence N 2° 52' W a distance of 48.52 feet to a point; thence N 42° 18' E a distance of 56.89 feet to a point; thence S 47° 40' 36" E a distance of 4.00 feet to a point; thence N 42° 19' 24" E a distance of 37.72 feet to a point; thence N 17° 21' 24" E a distance of 61.43 feet to a point; thence N 14° 11' 36" W a distance of 41.70 feet to the point of a curve concaved southeasterly having a radius of 46.50 feet and whose center bears N 88° 30' 24" E from the last described point; thence northeasterly, easterly and southeasterly along the arc of the last described curve through an angle of 108° 16' 30" a distance of 87.87 feet to a point of tangency; thence S 73° 13' 06" E a distance of 39.97 feet to a point on the westerly edge of said cement concrete sidewalk, said point being also on a line parallel to and distant 9.33 feet westerly from the westerly line of said West Way and on a curve concaved northwesterly having a radius of 149.59 feet and whose center bears S 84° 14' 24" W from the last described point; thence southerly and southwesterly along the arc of the last described curve, through a central angle of 37° 17' 11", a distance of 97.35 feet to the point of a reverse curve concaved southeasterly having a radius of 357.74 feet; thence southwesterly and southerly along the arc of the last described curve a distance of 214.32 feet to a point of tangency; thence S 2° 48' E tangent to the last described curve a distance of 167.38 feet to the true point of commencement; all as shown in the shaded area on that certain drawing No. 6432-L, dated February 5, 1945, signed H. W. Jorgensen, City Engineer, said drawing being on file in the Office of said City Engineer; reserving to The City of San Diego the rights of public ingress and egress through and across the area shown hatched and marked "Main Entrance to Amusement Center" on said Drawing 6432-L, which said drawing is hereunto attached and made a part hereof;

All subject to the following terms and conditions:

(1) The Lessee shall pay as compensation for these concessions and for the privilege of maintaining and operating said concession or business within the Center, and for the term aforesaid, at the rate of ten per cent. (10%) of the gross receipts from all sources derived from the operation and maintenance of said concession, except any amounts collected as a Federal, State or City admission tax, payable as follows:

On each Monday during the life of this agreement, the Lessee shall pay to the City, its agents or employees, ten per cent. (10%) of all revenues of every nature whatsoever taken in, collected or obtained in the operation of said lease or concession for the week immediately preceding the date of such collection by the City.

(2) The Lessee agrees to adopt any method of recording receipts or accounting that the City may deem essential, and to make available for inspection of the City's representatives any records desired for auditing such receipts.

(3) In addition to the license fee above mentioned, the Lessee shall pay for all electric light, power and/or water used and/or consumed upon and in connection with the operation and maintenance of such concession, and the Lessee shall use only electricity for motive power and illumination on the premises, buildings or spaces included in this concession, and use all electric light and power in strict accordance with the plans and designs designated and approved by the City, except the Lessee is hereby permitted to use such Neon signs or lights as it may desire in connection with advertising its concession.

The City is not responsible for the installation of water supply or sewer or drain pipes or fixtures other than bringing same to the space or spaces already provided for.

(4) In the event the Lessee neglects to pay any charges upon presentation of bills therefor, then said charges shall be added to and become a part of the concession fee and shall be due and payable upon the next installment of such concession fee as herein provided and shall become a part of such fee. Upon neglect or refusal to pay the same, the

City shall have the right at its option to terminate this lease without further notice to the Lessee.

(5) The Lessee agrees to maintain and operate the aforesaid concession at the Lessee's own cost and expense, unless otherwise stated herein, and shall conduct the same for no other purpose than herein stated, and the Lessee agrees to maintain and operate the business or amusement devices provided for in this concession in a manner at all times satisfactory to and in conformance with the ordinances of the City.

(6) As a part of the consideration for the granting of this concession, the Lessee agrees that upon default in the payment of said concession fee, or any installment thereof, the City may at its option forthwith enter said premises and operate said concession and retain any and all income derived from the operation of said concession, applying the income thereof, first, to the cost of operating and maintaining said concession, and, second, to the payment of said concession fee or any installment thereof then due or thereafter to become due.

(7) It is expressly understood and agreed by and between the parties hereto that the continued and uninterrupted operation of the concessions and appurtenances during the term of this concession is essential and necessary for the proper operation of the Center, and if for any reason such concessions and/or appurtenances become inoperative and the Lessee shall for a period of ten (10) days fail, refuse and/or neglect to correct the cause of such cessation of operation, the City may at its option, enter upon such concession or concessions and appurtenances and operate the same, making such repairs as are necessary, and deduct the cost of such operation and repairs from any and all receipts due the Lessee.

(8) The Lessee agrees to refer all disputes to the City Manager and abide by his decision, and at the request of the City, and without the making of any specific charges, to forthwith discharge any employee.

(9) The Lessee shall procure at its own cost and expense all permits or licenses necessary for the legal operation of this concession.

(10) It is expressly understood and agreed that the Lessee's right to occupy the same and to operate the concessions hereby granted shall continue only so long as each and all the undertakings, provisions, covenants, agreements, stipulations and conditions in this concession contained on the Lessee's part to be performed, are strictly and promptly complied with.

(11) The Lessee shall not sublet, assign or parcel out the concession hereby granted, or any interest therein, nor allow or permit any other person or party to use or occupy any part of the premises, buildings or spaces covered by this concession for any purpose whatsoever without first obtaining the written consent of the City, nor shall this concession be transferred by operation of law, it being the purpose and spirit of this instrument to grant this concession and privilege personally and solely to the Lessee herein named.

(12) The Lessee shall operate this concession in its entirety during such time, and only during such time as the Center shall be open to the public, unless prevented from so doing as herein provided.

(13) The Lessee shall supply and have ready for sale all tickets or evidence of permission to use the concession in sufficient quantity to satisfy the demands of the patrons of the Center at all times, and the Lessee hereby warrants that all tickets or evidence of permission to use said concession sold or offered for sale by the Lessee, directly or through the Lessee's agents and servants, will be as represented both as to kind and quality.

(14) The Lessee shall not employ or use any persons known as "hawkers", "Spielers", "criers", or other noise-makers or means of attracting attention to the Lessee's business not approved by the City, or to the extent of creating a nuisance; or permit any intoxicated person to act as its employee, or permit any intoxicated person to remain within or upon said concession space, or carry on or within or upon said concession space any other business than above described, or interfere with any other licensee of the City or any employee of any other licensee.

(15) The Lessee shall not use, nor suffer or permit any person to use in any manner whatsoever, the said premises, or any part thereof, or any building thereon, for any illegal, immoral or bawdy purpose, or for any purpose in violation of any Federal, State or Municipal law, ordinance, rule, order or regulation, or of any ordinance, rule or regulation of the City now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless The City of San Diego, and the individual members thereof, and its agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Lessee, or any employee, person or occupant for the time being of said premises; and in the event of any violation, or in case the City, or its representatives, shall deem any conduct on the part of the Lessee, or of any person or occupant for the time being of the premises, or of the said concessions, or the operation thereof, to be objectionable and improper, the City shall have the right and power and is hereby authorized to at once declare this concession terminated without previous notice to the Lessee.

(16) The Lessee shall within two (2) months after the termination of this concession remove from the Center all its personal property, goods, chattels and effects, and on failure so to do, the Lessee hereby authorizes the City to consider said property, goods, chattels and effects to be abandoned by said Lessee, and authorizes the said City to dispose of the said property in any manner whatsoever without incurring any liability therefor.

(17) The Lessee agrees that no representation as to the condition of the premises has been made by said City, and that the Lessee has made a thorough inspection of said premises and relies wholly on said inspection, and agrees to accept them in the condition existing on the date hereof. The Lessee further agrees to keep the premises in good repair and safe condition at its own cost and expense, and at the expiration or other termination of this concession, to return them to the City in as good condition as when received, reasonable wear and tear and damages by the elements excepted.

(18) All repairs, improvements, alterations, installations and major construction shall be subject to approval by and satisfactory to the City, and all improvements to the premises of a permanent nature shall revert to the City at the termination hereof.

(19) The Lessee shall furnish, install and maintain fire extinguishers of an approved type and of capacity sufficient to amply protect the structures now on said leased premises and to maintain all fire extinguishers, apparatus and appliances, upon said premises, at all times, in good order and ready for immediate use and shall instruct all its employees in the proper use of such apparatus and appliances, so that they are prepared to use the same properly.

(20) In the event the Lessee shall fail, refuse and/or neglect to operate said concessions, or any concession, during the time hereinabove specified, or shall vacate said premises for a consecutive period of fifteen (15) days, the City may peremptorily terminate this agreement on the giving of notice as herein provided. Lessee agrees that in the

event of destruction of said roller coaster, either partially or wholly by fire or otherwise, it may, at its option, commence reconstruction of the same within ten (10) days from date of such destruction or damage, and shall diligently reconstruct the same to its original condition as soon thereafter as practicable otherwise this concession will terminate, and all rights and privileges hereunder shall cease. All mechanical or minor defects shall be promptly repaired and replaced.

(21) The Lessee shall not use or permit the storage on these premises, of any illuminating oils, candles, oil lamps, turpentine, benzine, naphtha, or other similar substances or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of California.

(22) The Lessee shall at all times maintain the premises covered by this concession in a perfectly clean and sanitary condition, and shall cleanse, fumigate, disinfect and deodorize the same whenever directed to do so by the City.

(23) The Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light or current which may occur from time to time from any cause, or for any loss or damage sustained by the Lessee resulting from fire, water, tornado, civil commotion or riots; and the Lessee hereby releases and discharges the said City and its officers and agents from any and all demands, claims, actions and causes aforesaid, or in any manner whatsoever.

(24) The Lessee hereby expressly waives any and all claims for compensation for any and all loss or damage sustained by reason of any interference by any public agency or official, in the operation of this concession. Any such interference shall not relieve the Lessee from any obligations hereunder.

(25) The Lessee assumes all risk in the operation of this concession, and shall be solely responsible and answerable in damages for all accidents or injuries to person or property, and hereby covenants and agrees to indemnify and hold harmless the City from the violation of any law, ordinance, rule or regulation affecting or relating to the operation of this concession, and from any and all claims, suits, losses, damage or injury to person or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this concession, or the carelessness, negligence, or improper conduct of the Lessee, or any occupant, servant, agent or employee; and shall reimburse the City and/or its officers and agents and/or the City for all expenses, costs or judgments arising therefrom.

(26) The Lessee shall at its own cost and expense take out and maintain such insurance for the term of this concession as will protect it from claims under the Workmen's Compensation Acts; and shall also take out such public liability insurance as will protect the Lessee and the City from any claims for damages for personal injuries, including death, which may arise from the operations under this concession. Such insurance shall be with companies permitted to do business in the State of California and all policies shall be delivered to the City prior to the Lessee's entry into possession of said premises, and shall be subject to the approval of the City as to Surety, adequacy, and form of protection. All liability policies shall provide limits of fifty thousand dollars (\$50,000.00) for one person, and three hundred thousand dollars (\$300,000.00) for more than one person injured or killed in any one accident, and shall have endorsed thereon the City's approved form of "Save Harmless" clause. Upon the failure of the Lessee to furnish and deliver such insurance as above provided, this concession may at the election of the City be forthwith declared terminated, and any and all payments made by the Lessee on account of the concession shall thereupon be retained by the City as liquidated damages because of the Lessee being prevented from operating this concession.

(27) It is understood and agreed by and between the parties hereto that should the Lessee herein become insolvent or make an assignment for the benefit of creditors or be declared a bankrupt, or in any manner lose control over the management of said concessions then and in that event the City is hereby authorized and empowered to declare this lease null and void and take possession of the leased premises.

(28) The City shall have a lien on all personal property of the Lessee which may be on the premises as security for the payment of all unpaid rentals or fees, with the right to take possession of and retain the same until all payments herein provided for are made.

No personal property of the Lessee used in connection with the operation of said concession may be removed from said Center except by written permission of the City. In the event the payments provided for in this agreement are not made, then the City may enforce its lien in the manner as provided by the laws of the State of California. The Lessee, however, will be held liable for any deficiency remaining between the proceeds realized upon the sale of said property and the amount due the City on account of this agreement.

(29) Nothing herein contained shall create or be construed as creating a co-partnership between the City and the Lessee, or to constitute the Lessee an agent of the City.

(30) All notices and orders given to the Lessee may be served by mailing the same to the Lessee at the address hereinafter set forth, or by leaving a copy thereof at the place of business of the Lessee in the Center with any person then in charge of the same.

(31) It is understood and agreed that compliance with the above covenants and conditions is a special consideration and inducement for the granting of this concession.

(32) Anything hereinbefore the contrary notwithstanding, it is expressly understood and agreed, that upon the breach by the Lessee, or by any person or occupant of the premises for the time being, of any of the terms, covenants or conditions of this concession, the City shall have the right to enter the premises either by force or otherwise and take full possession thereof, and close the premises for such times as it may deem proper, or at the City's option and without previous notice to the Lessee, cancel and terminate this concession and privilege and remove therefrom the property and effects of the Lessee, and with or without legal process expel, oust and remove all parties who may be upon or occupy any part of the premises, and all goods and chattels that may be thereon or therein contained, without being liable to prosecution, damage or damages therefor, or for any damage or damages to, or loss of goods or chattels belonging to any party upon or occupying said premises, or any part thereof, from any cause whatsoever, by reason of such removal or ousting, and the Lessee expressly waives any and all claims for damages and loss against the City, its officers and agents, for or on account of any act done or caused to be done in exercising this right.

(33) It is expressly understood and agreed by and between the parties hereto that the City, and its officers and agents are acting in a representative capacity and not for their own benefit, and that neither the Lessee, nor any occupant, shall have any claim against them, or either of them, as individuals in any event whatsoever.

(34) The Lessee agrees to make a maximum charge of twenty-five cents (25¢) per ticket for rides upon the Roller Coaster and said sum of twenty-five cents (25¢) shall include all federal, state and city taxes.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed by its Acting City Manager, acting under and pursuant to a resolution authorizing such execution, and the said Lessee has caused this agreement to be executed, and its corporate



name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By F. A. RHODES  
Acting City Manager  
MISSION BEACH COASTER COMPANY  
By F. TODOR SCRIPPS JR. President  
NELLIE DELIN Secretary  
Lessee (SEAL)

I hereby approve the form and legality of the foregoing Lease Agreement this 2nd day of April, 1945.

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 Agreement with Mission Beach Coaster Company at Mission Beach Amusement Center; being Document No. 353045.

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

By Francis T. Tatten Deputy

Date 4/3/45

From R. A. Campbell, Sup't., Division of Accounts  
To City Clerk, Room 356, Civic Center  
Subject Army Contract No. W-04-353-Eng.-72  
Army Contract No. W-04-353-Eng.-72 dated October 27, 1943 for water service to the U. S. Engineer Office at 4092 Pacific Highway has been terminated effective March 26, 1945.  
R. O. CAMPBELL

fw I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of termination of water service to U.S. Engineers Office at 4092 Pacific Highway; being Document No. 353082.

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

By Francis T. Tatten Deputy

#### AGREEMENT

WHEREAS, The City of San Diego, a municipal corporation, hereinafter called the "City", intends to construct a certain one-story recreation building, hereinafter called "said building", and desires to secure the services of WILLIAM P. LODGE, hereinafter called the "Architect", to prepare plans and specifications therefor;

NOW, THEREFORE, THIS AGREEMENT, WITNESSETH: That the Architect agrees to make and furnish to the City all necessary preliminary plans and studies, working drawings, specifications, large scale and full size detail drawings, for the construction of said building, and in connection therewith, to hold all necessary conferences with authorized representatives of the City. The Architect shall furnish said documents and perform said services in such sequence and at such times as may be necessary to insure the prompt and continuous prosecution of the work of designing and constructing said building. All of said plans, drawings and specifications so furnished to the City shall be and remain the property of the City.

If, after the preliminary drawings have been approved by the City, and the Architect has been authorized to proceed with the preparation of working drawings and has performed work in prosecuting his authorization, new or substantially revised plans, sketches or working drawings and specifications are required by the City, the City will pay the Architect therefor the fair and reasonable value of such extra work.

The City will furnish the Architect, so far as the work under this agreement may require, the following information: a complete and accurate survey of the building site, giving grades and lines of streets, pavements and adjoining properties; the rights, restrictions, easements, boundaries and contours of the building site, and full information as to sewer, water, gas and electrical service.

The Architect will furnish to the City preliminary estimates on the cost of construction of said building, but he does not guarantee the accuracy of such estimates.

The site upon which the City proposes to build said building, and for which said plans, specifications, etc., are to be prepared, is at Highland Avenue and Landis Street, on Lots 25, 26, 27 and 28 of Block 8, in City Heights Annex, in said City of San Diego.

For the said plans, specifications, drawings and estimates to be made and furnished by the Architect, the City will pay to the Architect, in full compensation therefor, the sum of Five Hundred Sixty Dollars (\$560.00), payable as follows: the sum of Two Hundred Fifty Dollars (\$250.00) when the preliminary plans and studies have been approved by the City Manager and the Architect is authorized to proceed with the preparation of working drawings; and the sum of Three Hundred Ten Dollars (\$310.00) when the plans and specifications (including working drawings, specifications and large scale and full size detail drawings), are finished and delivered to and approved by the City Manager.

The City may, at its option, also require the Architect to supervise construction of said building; in which event the City will pay to the Architect the additional sum of Two Hundred Eighty Dollars (\$280.00), payable upon completion of said building.

Abandonment or Indefinite Postponement of the Project. If the City, in its sole discretion, should deem it necessary or desirable to abandon or indefinitely postpone the prosecution of the project for which the professional services described in this agreement are to be rendered, the City may terminate this agreement by giving the Architect/Engineer written notice of such abandonment or indefinite postponement and of the termination of this agreement. In the event of such termination, the City shall pay to the Architect/Engineer as full payment for all services performed and all expenses incurred under this agreement an amount which bears the same ratio to the total fee otherwise payable under this agreement as the services actually rendered hereunder by the Architect/Engineer bear to the total services necessary for the full performance of this agreement. There shall be deducted from such amount, however, all payments theretofore made by the City under this agreement to the Architect/Engineer. In ascertaining the services actually rendered hereunder up to the date of the termination of this agreement, consideration shall be given to both completed work and work in the process of completion and to complete and incomplete drawings and other documents whether delivered to the City or in the possession of the Architect/Engineer. Provisions for the payment of the total fee through installment payments shall not be controlling in computing the amount payable hereunder upon the termination

of this agreement.

If upon payment of the amount required to be paid under this paragraph following the termination of this agreement the City thereafter should determine to complete the original project or substantially the same project, the City for such purpose shall have the privilege of:

(a) Utilizing any and all completed drawings, specifications, estimates and other completed contract documents prepared under this agreement by the Architect/Engineer, who shall make them available to the City upon request without additional compensation, and

(b) Requiring the completion by the Architect/Engineer of any and all partially completed drawings, specifications, estimates, and other partially completed contract documents and the delivery of such documents to the City, in consideration of which the Architect/Engineer shall be paid by the City an amount representing the value of the additional services performed computed in the same manner as above provided for the computation of the Architect/Engineer's compensation upon the termination of this agreement; Provided, however, that an appropriate deduction must be made for any prior compensation theretofore received by the Architect/Engineer for such partially completed documents.

Termination Upon Architect/Engineer's Default. If the Architect/Engineer should fail to perform any of his obligations hereunder within the time and in the manner herein provided or otherwise violates any of the terms of this agreement, the City may terminate this agreement by giving the Architect/Engineer written notice of such termination, stating the reason for such termination. In such event the Architect/Engineer shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder an amount which bears the same ratio to the total fee specified in this agreement as the services satisfactorily rendered hereunder by the Architect/Engineer bears to the total services otherwise required to be performed for such total fee; Provided, however that there shall be deducted from such amount all payments theretofore received under this agreement by the Architect/Engineer and the amount of damages, if any, sustained by the City by virtue of the breach of this agreement by the Architect/Engineer.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80788 of the Council authorizing such execution, and the Architect has hereunto subscribed his name, this 23rd day of March, 1945.

THE CITY OF SAN DIEGO.

By F. A. RHODES

Acting City Manager

WM. P. LODGE

Architect

I hereby approve the form and legality of the foregoing Agreement this 28th day of March, 1945.

J. F. DuPAUL, City Attorney

By BERTRAND L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Wm. P. Lodge to furnish plans, specifications and estimates for the construction of a recreation building; being Document No. 353105.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

#### L E A S E

THIS AGREEMENT, made this 3rd day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the "City", and JOHN SNYDER, hereinafter called the "Lessee", WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the Lessee, and of the covenants hereinafter set forth, and their faithful performance by the Lessee, does by these presents lease to the Lessee the following described real property, situated in the City of San Diego, County of San Diego, State of California, to-wit:

That portion of the East San Diego City Hall located at Number 4270 University Avenue, the said leased premises being of the dimensions of fifty (50) feet by seventy-five (75) feet, and consisting of a portion of a one-story, frame building, now being used as an automobile repair shop; for a term of ten (10) years, beginning on the first day of April, 1945, and ending on the thirty-first day of March, 1955, at the following rentals: Seventy-six Dollars (\$76.00) per month for the first year, and One Hundred Ten Dollars (\$110.00) per month for the following nine years, or a total of \$12,794.00 for the ten-year term, payable in advance at the office of the Treasurer of the City monthly during said term, on the first day of each and every month during said term.

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

First. That the above-described premises are leased to said Lessee for garage and repair shop 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 be 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.

Sixth. That the said Lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

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



Ninth. If at any time the City desires to improve said premises for its own use, or to remove the same to make way for a new structure, the City may terminate this lease, and all rights of the Lessee hereunder, by giving twelve months' written notice to the Lessee, at the said premises.

Tenth. The Lessee agrees to save the City harmless from any and all damages and/or claims arising out of any act, conduct, or neglect of the Lessee with reference to the premises herein leased.

Eleventh. The first and last month's rent shall be paid in advance, upon the execution of this lease; rent for the other months shall be paid monthly in advance. Any waiver by the City of any delay or default in the payment of rent, or in the performance of any other covenant or condition herein, shall not be considered or construed as a waiver of the strict performance thereafter of any covenant, term or condition herein.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 80723 of the Council of said City authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

JOHN SNYDER

Lessee

I HEREBY APPROVE the form of the foregoing Agreement this 4th day of April, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with John Snyder for portion East San Diego City Hall; being Document No. 353110.

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 29th day of March, 1945.

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. 80342, adopted by the Council on December 19, 1944, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

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

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY Vice Pres.

Principal

(SEAL)

ATTEST: J. A. CANNON  
Secretary

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE Attorney in Fact  
Surety

(SEAL)

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

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 29th day of March, A.D., 1945, 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)

My Commission expires Aug. 16, 1946

Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 6th day of April, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 80717 passed and adopted on the 13th day of March, 1945, require and fix the sum of \$225.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego

By AUGUST M. WADSTROM,

Deputy

#### CONTRACT FOR STREET LIGHTING

Talmadge Park Lighting District No. 4

THIS AGREEMENT, made and entered into this 10th day of April, 1945, 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, 1945, to-wit: to and including March 31, 1946.

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 December 29, 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."

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 Pres

THE CITY OF SAN DIEGO  
By G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. 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 6th day of April, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Contract with San Diego Gas & Electric Company for Talmadge Park Lighting District No. 4; being Document No. 353118.

FRED W. SICK

City Clerk of The City of San Diego, California

By Frances T. Tatten Deputy

#### AGREEMENT

THIS AGREEMENT, Made and entered into this 3rd day of January, 1945, by and between LARRY FINLEY of La Jolla, California, party of the first part; and THE CITY OF SAN DIEGO, party of the second part, WITNESSETH:

WHEREAS, the said Larry Finley is the owner of that certain building known as the skating rink at Mission Beach and located upon land belonging to The City of San Diego and more particularly described as follows:

Beginning at the southwest corner of Block 96 of Mission Beach as shown on Map No. 1651, filed in the office of the County Recorder of San Diego County, San Diego, California, thence S. 2° 48' E. 758 feet to a point; thence N. 87° 12' E. 200 feet to the true point of beginning; thence N. 2° 48' W. 150 feet; thence N. 87° 12' E. 93.5 feet more or less; thence S. 2° 48' E. 150 feet;

thence S. 87° 12' W. 93.5 feet more or less to the true point of beginning, containing 0.322 acres, more or less,

and

WHEREAS, the said Larry Finley desires to transfer said building to The City of San Diego; NOW, THEREFORE,

The party of the first part for and in consideration of the sum of Ten Dollars (\$10.00) receipt of which is hereby acknowledged, hereby promises and agrees to give The City of San Diego a quit claim deed to the premises hereinabove described, together with the tenements and hereditaments connected herewith;

IT IS UNDERSTOOD AND AGREED that the said Larry Finley shall have the use of said building for the term beginning January 3, 1945 and ending January 2, 1948, for use as a skating rink and child recreation center if he desires to use it for that purpose.

IT IS FURTHER UNDERSTOOD AND AGREED that the party of the first part will pay the party of the second part two per cent (2%) of the gross receipts received by him for any purpose for which this building may be used, except that the 2% will not apply to any Federal, State or City taxes collected with tickets or admissions.

The party of the first part agrees to take out a policy of fire insurance on said building in the sum of Twelve Thousand Dollars (\$12,000.00) in favor of The City of San Diego, with lessee's clause in favor of himself. In the event that said building is destroyed by fire, and the City is unable to get priorities for rebuilding, or does not rebuild for some other reason, then

IT IS UNDERSTOOD AND AGREED that the amount of money received from the Fire Insurance Company shall be divided between the party of the first part and the party of the second part, according to the time that said building has been occupied; (for example, if the building should burn or be destroyed at the end of one year, the City would receive one-third of the insurance and Larry Finley, two-thirds, but if the building should be destroyed at the end of two years, then the City would receive two-thirds of the amount of money received from the Fire Insurance Company and Larry Finley, one-third.)

IT IS FURTHER AGREED that as to other matters pertaining to this building that such matters shall be governed by the terms and conditions, and be subject to the same rules and regulations as that certain lease entered into between The City of San Diego, party of the first part, and Larry Finley, party of the second part (City Clerk's Document No. 350997) which is the master lease covering the whole of Mission Beach Amusement center.

LARRY FINLEY

Larry Finley, Party of the First Part;

THE CITY OF SAN DIEGO,

Party of the Second Part,

By F. A. RHODES

Acting City Manager

I hereby approve the form and legality of the foregoing Agreement, this 26th day of March, 1945.

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 Larry Finley for use of Mission Beach Skating Rink; being Document No. 353123.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### LE A S E

THIS AGREEMENT, made this 3rd day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the "City", and D. H. WALLER, doing business under the name and style of "San Diego Flying Service", hereinafter called the "Lessee", WITNESSETH:

I.

That the City, in consideration of the payment of the rent and the faithful performance of the other covenants and conditions hereinafter set forth, to be performed by the Lessee, does by these presents lease to the lessee, upon the terms and conditions hereinafter set forth, the following described real property:

All that portion of Tract B, Rancho El Cajon, in the County of San Diego, State of California, according to the Partition Map made in the action entitled, "Isaac Lankershim, et al. v. A.M. Crane, et al.," described in the deed from the Gilchrist Estate Company, a corporation, to the City of San Diego, dated April 8, 1926, recorded May 11, 1926, in Book 1204 of Deeds, at page 354, et seq., in the office of the County Recorder of said County of San Diego, lying southerly and southeasterly from the following described line:

Commencing at a point on the east and west center line of Section 23, Township 15 South, Range 1 West, S.B.B.M., which bears East 221.45 feet from the center of said Section 23, said point of commencement being also a point on the south line of said tract of land described in said deed from the Gilchrist Estate Company to The City of San Diego; thence North 37° 39' East 2804 feet, more or less, to an intersection with an easterly line of said tract of land described in said deed from the Gilchrist Estate Company to The City of San Diego.

ALSO, that certain piece or parcel of land described as "Parcel 1" in deed from Winchester Ranch Mutual Water Company, a corporation, to The City of San Diego, dated July 7, 1932, recorded in Book 129, at page 396, of Official Records, in the office of said County Recorder; containing in all an area of 35 acres of land, more or less.

Excepting from the above all public roads and highways and being subject to all easements and encumbrances of whatsoever nature.

II.

The term of this lease shall commence on the 3rd day of April, 1945, and shall expire six (6) months after the termination of the state of war in which the United States of America is now engaged.

III.

The lessee shall pay to the City, at the office of the City Treasurer, rent at the rate of One Hundred Dollars (\$100.00) per month, payable monthly in advance, on the 3rd day of each calendar month during the term of this lease.

IV.

The above-described premises are leased to said lessee for the purpose of conducting thereon the following activities: airplane landing-field, flying school, airplane storage and repair, and activities incidental thereto, and for no other purpose or purposes.

## V.

The City reserves all gas, oil, mineral and water rights in and on said leased premises, with the right to go upon said premises at any time for the purpose of viewing and ascertaining the condition of the same; and the City shall have the right to enter said premises and prospect or drill for oil, gas, and/or minerals and/or water, and to pump water from any well or wells now existing or which it may hereafter drill upon said premises, upon giving sixty (60) days' written notice of its intention to enter for the purpose of so prospecting, drilling, and/or pumping; if the City does so enter and prospect and/or drill and/or pump water, and such prospecting and/or drilling and/or pumping shall materially interfere with the lessee's use of said premises for any of the purposes for which these premises are hereby leased, the lessee may, at his option, terminate this lease by giving thirty (30) days' written notice of such termination, such notice to be delivered to the City at the office of the City Manager, in the Civic Center, San Diego, California. The City shall not be liable to the lessee, nor to any other person, firm or corporation for any damages resulting from interference with any business or activity as a result of the exercise by the City of any right or rights herein reserved.

## VI.

This lease shall not be assigned, transferred, encumbered or subleased, without the consent of the Council of The City of San Diego, evidenced by a duly adopted resolution; but, upon first securing the written consent of the City Manager, the lessee may rent to others storage space and space for conducting airplane repair activities, including the right to install buildings and other improvements for such purposes.

## VII.

The lessee shall accept possession of the leased premises in such condition as they may be in at that time, and the City shall not be required at any time to make any expenditures or repairs on said premises.

## VIII.

The lessee may, at his own expense, make alterations and/or improvements upon said premises to make the premises better suited to the purposes for which they are hereby leased; and all fixtures and/or improvements installed by the lessee (or by others under the terms of Paragraph VI hereinabove) shall remain the property of the lessee (or of such other person, as the case may be), and may be by him removed at any time during the term of this lease or within ninety (90) days after the expiration or other termination thereof. The lessee shall pay all taxes upon said fixtures and/or improvements before the same become delinquent.

## IX.

Any waiver by the City of any breach or default hereunder shall not be considered to be a waiver of any other or subsequent breach or default, nor shall a consent to any assignment, transfer, encumbrance or sub-lease be considered as a consent to any other or subsequent assignment, transfer, encumbrance and/or sublease.

## X.

The said lessee, paying the said rent and performing the covenants and conditions aforesaid by him to be performed, shall at all times during the term peaceably and quietly have, hold and enjoy the leased premises.

## XI.

The lessee agrees that on the last day of said term, or on the day of any sooner termination of this lease, he will peaceably and quietly leave, surrender and yield up to the City the said premises, in as good state and condition as the same are now in, reasonable use and wear thereof and damage by the elements or Act of God excepted.

## XII.

Either party may cancel this lease, upon giving ninety (90) days' notice in writing of its intention so to do, without liability to the other party for damages resulting from such cancellation.

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. 80839 of the Council of said City, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,  
By F. A. RHODES  
Acting City Manager  
D. H. WALLER,  
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 3rd day of April, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY the above and foregoing is a full, true and correct copy of Lease with D. H. Waller for portion Tract B Rancho El Cajon; being Document No. 353124.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

SAN DIEGO CITY-COUNTY CAMP COMMISSION REHABILITATION OF  
EXISTING CAMP IN CUYAMACA STATE PARK, BUILDING CONTRACT  
DOCUMENTS

FORM OF AGREEMENT.

THIS AGREEMENT made the 4th day of April, 1945, by and between the County of San Diego, State of California, a political subdivision, and the City of San Diego, California, a municipal corporation, acting jointly by and through the San Diego City-County Camp Commission, hereinafter called the "Owner", and H. H. Johnson, hereinafter called the "Contractor",

WITNESSETH: That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I - SCOPE OF WORK - The Contractor shall perform, within the time stipulated, the Contract as herein defined, of which this Agreement is a component part and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the work for the construction of the rehabilitation of existing camp in Cuyamaca State Park, San Diego County, California, for use as a Youth Camp and work incidental thereto in the former C.C.C. Camp in Cuyamaca State Park, San Diego County, California, all in strict conformity with the plans and Specifications for said work, including any and all Addenda issued by the Owner, and the other Contract Documents hereinafter enumerated.



It is agreed that said labor, materials, tools, equipment and services shall be furnished and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II - CONTRACT PRICE - The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the sum of Thirty Eight thousand seven hundred seventy dollars (\$38770.00)

ARTICLE III - COMPONENT PARTS OF THIS CONTRACT - The Contract entered into by the acceptance of the Contractor's bid and the signing of this Agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

- 1. This Agreement
- 2. Addendas No. \_\_\_\_\_, None \_\_\_\_\_
- 3. Standard Conditions
- 4. Special Notes
- 5. Specifications
- 6. Plans
- 7. Information for Bidders
- 8. Advertisement for Bids
- 9. Bid

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on this day and year first above written.

County of San Diego, State of California,  
a political subdivision, and the City of  
San Diego, California, a municipal corpor-  
ation, acting jointly by and through the  
San Diego City-County Camp Commission  
Owner

By DeGRAFF AUSTIN  
Chairman, San Diego City-County Camp Commission

H. H. JOHNSON  
Contractor

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, The County of San Diego and the City of San Diego, Calif., acting jointly by and through the San Diego City-County Camp Commission of California, by Resolutions passed April 2nd and 3rd, respectively, 1945, have awarded to H. H. Johnson, 709 Broadway Bldg., San Diego, California hereinafter designated as the "Principal", a contract for constructing the rehabilitation of existing camp in Cuyamaca State Park, San Diego County, California; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract,

NOW, THEREFORE, we, The Principal and PACIFIC EMPLOYERS INSURANCE COMPANY of 1033 South Hope Street, Los Angeles, California, as Surety, are held and firmly bound unto the County of San Diego and City of San Diego, Calif., hereinafter called the Oblige jointly and severally in the penal sum of THIRTY-EIGHT THOUSAND SEVEN HUNDRED & SEVENTY AND NO/100 Dollars (\$38,770.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform, the covenants, conditions and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the County of San Diego and City of San Diego, Calif., jointly and severally, 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 anywise 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 four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by the Principal and Surety above named, on the 4th day of April, 1945.

H. H. JOHNSON  
Principal  
By H. H. JOHNSON

PACIFIC EMPLOYERS INSURANCE COMPANY  
Surety  
By ROBERT F. DRIVER  
Attorney-in-fact.

STATE OF CALIFORNIA )  
County of San Diego ) ss.

On this 4th day of April, 1945, 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)  
My commission expires May 26, 1947  
Premium for this Bond is \$581.55  
Including charge for Labor & Material Bond

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

## LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the County of San Diego and the City of San Diego, Calif., acting jointly by and through the San Diego City-County Camp Commission State of California, by Resolutions passed April 2nd & 3rd respectively 1945, have awarded to H. H. Johnson, 709 Broadway Bldg., San Diego, California hereinafter designated as the "Principal" a contract for constructing rehabilitation of existing Camp in Cuyamaca State Park San Diego County, California; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract providing that if said Principal, or any of his or its subcontractors, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, the Surety on this bond will pay the same to the extent hereinafter set forth:

NOW, THEREFORE, We, the Principal, and Pacific Employers Insurance Company of 1033 South Hope Street, Los Angeles, California, as Surety, are held and firmly bound unto the County of San Diego and City of San Diego, Calif., jointly and severally hereinafter called the Obligees in the penal sum of NINETEEN THOUSAND THREE HUNDRED EIGHTY-FIVE AND NO/100 Dollars (\$19,385.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such that if said Principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of an act of the Legislature of the State of California entitled "An Act to secure the payment of claims of persons employed by contractors upon public works; and the claim of persons who furnish materials, supplies, teams, implements, or machinery used, or consumed by such contractors in the performance of such work, and prescribing the duties of certain public officers with respect thereto," approved May 10, 1919, as amended, and provided that the persons, companies, or corporations so furnishing said materials, provisions, provender, or other supplies, teams, appliances or power used in, upon, for, or about the performance of the work contracted to be executed or performed, or any person, company or corporation renting or hiring teams, or implements, or machinery, or power, for, or contributing to said work to be done, or any person who performs work or labor upon the same, or any person who supplies both work and materials therefor, shall have complied with the provisions of said Act, then said Surety will pay the same in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees, 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 anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work, or to the specifications.

IN WITNESS WHEREOF four (4) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 4th day of April, 1945.

H. H. JOHNSON Principal

By H. H. JOHNSON

PACIFIC EMPLOYERS INSURANCE COMPANY (SEAL)  
Surety

By ROBERT F. DRIVER

Attorney-in-Fact

STATE OF CALIFORNIA

ss.

County of San Diego

On this 4th day of April, 1945, 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.

RICHARD M. BOWEN

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

(SEAL)

My Commission expires May 26, 1947

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with H. H. Johnson for rehabilitation of camp in Cuyamaca State Park; being Document No. 353111.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

## PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we, L. C. ANDERSON and CARL A. BRORSON, a co-partnership, doing business as L. C. ANDERSON COMPANY 3040 Hancock Street, San Diego, California, the Contractor named in the contract hereinafter referred to, as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation of the State of New York 100 Broadway, New York, New York 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 EIGHTEEN THOUSAND TWO HUNDRED FIFTY and no/100 (\$18,250.00) 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 March 20th, 1945, for construction work in connection with the Owner's Addition to Memorial Recreation Building Project identified as Project No. Calif. in 4-574-N, Federal Works Agency, in the 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 modification 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 20th day of March, 1945, the name and corporate seal of each corporate party being hereto affixed and there presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Two Witnesses:

ETHELENE WEST  
GRACE R. WHITE

L. C. ANDERSON COMPANY Principal  
By CARL A. BRORSON  
Title Partner

AMERICAN SURETY COMPANY OF NEW YORK  
By RALPH E. SMITH  
Title Attorney-in-fact (SEAL)

ATTEST: BETTE J. ZINGG

The rate of premium on this bond is \$15.00 per thousand  
Total amount of premium charged, \$273.75

STATE OF CALIFORNIA

County of San Diego

ss;

On this 20th day of March in the year One Thousand Nine Hundred and Forty Five before me Hal G. Hotchkiss 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.

HAL G. HOTCHKISS

(SEAL)

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

I hereby approve the form of the within Bond this 9th day of April, 1945.

J. F. DuPAUL

Seal:

City Attorney of the City of San Diego  
By BERTRAND L. COMPARET,

Deputy

Approved by a majority of the members of the Council of The City of San Diego this 10th day of April, 1945.

G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN

ATTEST: (SEAL)

FRED W. SICK City Clerk

By AUGUST M. WADSTROM,

Deputy

#### LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That we L. C. ANDERSON and CARL A. BRORSON, a co-partnership, doing business as L. C. ANDERSON COMPANY 3040 Hancock Street, San Diego, California as Principal, and AMERICAN SURETY COMPANY OF NEW YORK, a corporation of the State of New York 100 Broadway, New York, 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 THOUSAND ONE HUNDRED TWENTY FIVE and NO/100 (\$9,125.00) Dollars, (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 20th day of March, 1945.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and furnish all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion, and installation of Construction of Addition to Memorial Recreation Building Project identified as Project No. Calif. in 4-574-N, Federal Works Agency, 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 City of San Diego, 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 NINE THOUSAND ONE HUNDRED TWENTY FIVE and NO/100 (\$9,125.00) Dollars, 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 20th day of March, 1945, 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:  
ETHELENE WEST  
GRACE R. WHITE

L. C. ANDERSON COMPANY Seal: Principal  
By CARL A. BRORSON  
Partner  
AMERICAN SURETY COMPANY OF NEW YORK  
By RALPH E. SMITH (SEAL)  
Attorney-in-fact

ATTEST:  
BETTE J. ZINGG  
The premium for this bond is included in the Performance Bond  
STATE OF CALIFORNIA

County of San Diego } ss:  
On this 20th day of March in the year One Thousand Nine Hundred and Forty Five before me Hal G. Hotchkiss 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) HAL G HOTCHKISS  
Notary Public in and for the County of San Diego  
State of California

Approved by a majority of the members of the Council of The City of San Diego this 10th day of April, 1945.

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

G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

The within bond is approved as to form this 9th day of April, 1945.  
J. F. DuPAUL, City Attorney  
By BERTRAND L. COMPARET  
Deputy

AGREEMENT  
(Lump Sum)

THIS AGREEMENT made the 20th day of March, 1945, by and between THE CITY OF SAN DIEGO hereinafter called the "Owner", and L. C. ANDERSON CO. hereinafter called the "Contractor", WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor shall perform, within the time stipulated, the Contract as herein defined, of which this Agreement is a component part, and everything required to be performed, and shall provide and furnish any and all of the labor, materials, tools, expendable equipment and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the construction work covered by the Contract in connection with the Owner's Social & Recreation Building, all in strict conformity with the Plans and Specifications, including any and all Addenda issued by the Owner, and the other Contract Documents hereinafter enumerated.

It is agreed that said labor, materials, tools, equipment and services shall be furnished and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II. CONTRACT PRICE. The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, in the sum of EIGHTEEN THOUSAND TWO HUNDRED FIFTY and NO/100 Dollars (\$18,250.00).

Payments are to be made to the Contractor in accordance with and subject to the provisions of the Contract.

The following unit prices will apply in the event additions to or deductions from the work under this Contract are required:

Quantity	Type of Work	Unit Price
1 cubic yard	Excavation	_____
1 cubic yard	Fill	_____
1 cubic yard	Reinforced Concrete including	_____

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. The Contract entered into by the acceptance of the Contractor's bid and the signing of this Agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

1. This Agreement
2. Addenda Nos. 1
3. Standard Conditions, as amended
4. Specifications
5. Plans
6. Information for Bidders
7. Advertisement for Bids
8. Bid.

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

ARTICLE IV. 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 V. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far 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 VI. 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 VII 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 VIII. 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:

#### WAGE RATE SCHEDULE

<u>Trade or Occupation</u>	<u>Per Diem</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.00
Boilermakers	13.20
Boilermakers' helpers	11.20
Bricklayers	12.00
Carpenters, journeymen	10.80
Cement finishers	12.00
Electricians	13.60
Firemen and oilers (app. engineers)	9.00
Glaziers	10.80
Iron workers, structural	13.00
Iron workers, reinforcing	12.00
Laborers, building	7.00
Laborers, unskilled	7.00
Lathers	13.00
Mason tenders	9.00
Mortar mixers	9.00
Painters, brush	10.80
Painters, spray	15.20
Painters, structural steel	12.80
Painters, sign	12.00
Plasterers	13.00
Plasterers' tenders	11.80
Plumbers	12.00
Power equipment operators:	
Air compressors	10.00
Bulldozers	12.00
Cranes and derricks, less than 1 yd.	13.00
Cranes and derricks, 1 yard and over	14.00
Hoists, material	11.00
Mixers, paving type	13.00
Mixers, skip type	11.00
Mixers, mobile type	12.00
Pumps	10.00
Shovels and draglines, less than 1 yd.	13.00
Shovels and draglines, 1 yd. and over	14.00
Tractor	12.00
Tractor with boom attachments	12.00
Tractor with scraper or drag type shovel	12.00
Tractor with scraper or drag type shovel tandem	15.00
Roofers	11.00
Sheet metal workers	11.52
Soft floor layers (linoleum)	11.00
Steam fitters	12.00
Steam fitters' helpers	7.20
Stone masons	12.00
Terrazzo workers	12.00
Terrazzo workers' helpers	8.00
Terrazzo base machine operators	10.00
Tile setters	12.00
Tile setters' helpers	9.00
Truck drivers:	
Less than 6 tons	7.60
6 to 15 tons	8.00
16 to 20 tons	9.40
20 tons or more	11.00
Dumpsters	11.00
Transit Mix, under 3 yards	10.00
Transit Mix, 3 yards or more	11.00
Euclid type spreader	11.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half 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 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.

ARTICLE X. 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 XI. TIME FOR BEGINNING AND COMPLETING JOB. The Contractor agrees to commence work on the date to be specified in a Notice to Commence Work, to be given by the Owner, and to complete all work within 120 consecutive calendar days after the date so specified.

ARTICLE XII. It is mutually agreed as follows: The Contractor bid in writing to construct the building referred to in this contract, including the construction of a wooden floor therein as specified in Addendum No. 2, for the sum of \$21,890.00. By reason of the failure of the War Production Board to allow all necessary priorities for purchase of materials to be used in such wooden floor, and the failure of the War Manpower Commission to approve the employment of the necessary skilled labor on the construction of such wooden floor, it is mutually agreed that said Addendum No. 2 is hereby eliminated and stricken out of said bid and this contract; and by reason of said omission the amount of said bid, and the contract price under this contract, is reduced to the sum of \$18,250.00.

IN WITNESS WHEREOF, four (4) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

L. C. ANDERSON CO.

CARL A. BRORSON, Partner

Contractor

ATTEST: W KOCH

I HEREBY APPROVE the form and legality of the foregoing Contract this 9th day of April, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with L. C. Anderson Co. for the construction of Addition to Memorial Social-Recreation Building; being Document No. 353150.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS OF  
THE STATE OF CALIFORNIA AND THE CITY OF SAN DIEGO FOR  
INVESTIGATION OF AND REPORT UPON WATER RESOURCES OF  
SAN DIEGUITO RIVER

This agreement, executed in triplicate, entered into by and between the Department of Public Works of the State of California, acting by and through the State Engineer, hereinafter referred to as "Department" and the City of San Diego, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, City is desirous of having Department, acting by and through the State Engineer, make an investigation of the water resources of the San Dieguito River in San Diego County and other water resources usable in combination therewith for the purpose of determining the best program of development of a water supply on the San Dieguito River for City and of having Department prepare a written report thereon; and

WHEREAS, City has the sum of Ten Thousand Dollars (\$10,000.00) available to match an equal sum to be provided by the State of California for said investigation and report; and

WHEREAS, the State of California has a paramount interest in the use of water and in the protection of the public interest in the development of water resources, and Department acting by and through the State Engineer, is authorized in the Water Code to cooperate with any city in investigation of any water supply; and

WHEREAS, the Director of Finance of the State of California has made emergency fund allotment promise No. 842, dated October 4, 1944, to the Division of Water Resources of the Department of Public Works, in the sum of Ten Thousand Dollars (\$10,000.00) for said investigation and report, which sum is to be matched by a like sum from sources other than the State;

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



## ARTICLE I WORK TO BE PERFORMED

The work to be performed by Department under this agreement shall include but not be limited to the following:

- (a) The making, where necessary, of topographic and other field surveys of dam and reservoir sites on the San Dieguito watershed and transmission lines therefrom.
- (b) The exploration of dam sites on the San Dieguito River.
- (c) Estimates of present and probable maximum future utilization of the water resources in the San Dieguito watershed.
- (d) Estimates of water yield both total and additional from San Dieguito watershed with various combinations of reservoirs on that stream with existing and possible future reservoirs of the City of San Diego and with present and possible future development on the San Dieguito watershed.
- (e) Estimates of cost of construction of dams and reservoirs for various sites and capacities and of transmission lines therefrom. Estimates of cost of securing necessary water rights under the several conditions are to be made by City at its own expense and submitted to Department.
- (f) Other field and office work that may be mutually agreed upon by the parties hereto during the progress of the investigation.
- (g) Preparation and submission to City of a written report based upon the studies and investigations outlined herein on or before January 1, 1946, which will contain recommendations and general plans and estimates of cost for a program of development of the water resources of the San Dieguito watershed.

## ARTICLE II FUNDS

City upon execution by it of this agreement shall forward to Department, for expenditure in the performance of said work, the sum of Ten Thousand Dollars (\$10,000.00). Said sum shall be deposited in a trust account in the Special Deposit Fund in the State Treasury and thereafter transferred to the Water Resources Fund.

If the Director of Finance within thirty (30) days after receipt by Department of said sum from City shall not have allocated from the Emergency Fund (Stats. 1943, Ch. 62, Item 221), the sum of Ten Thousand Dollars (\$10,000.00) to Department for expenditure in the performance of said work, said sum so transmitted shall be returned to City upon demand, if such demand is made after the expiration of said thirty (30) days and prior to the making of said allocation.

Department shall under no circumstances be obligated to expend for or on account of the work provided for under this agreement any sum in excess of the Twenty Thousand Dollars (\$20,000.00) as provided for in this agreement, and in the event of inadequacy of funds shall be obligated to make only such investigation and report as funds available therefor shall permit.

Upon completion of and final payment for the work provided for in this agreement Department shall furnish to City a statement of all expenditures made under this agreement and of any expenditures made on account of said work from funds, if any, other than those allocated for said work from said Emergency Fund. If any balance shall remain of the sum of Twenty Thousand Dollars (\$20,000.00) as made available as aforesaid, there shall be returned to City one-half of said balance.

## ARTICLE III CONTINGENT UPON ALLOCATION

Notwithstanding anything contained in this agreement contrary hereto or in conflict herewith, this agreement is made contingent upon the Director of Finance making the necessary allocation of funds to Department to meet its share of the cost of said work as provided for in this agreement. This agreement shall become effective only after said allocation is made.

## ARTICLE IV AVAILABILITY OF RECORDS

All data and records pertaining to the work covered by this agreement in the possession or control of City or Department shall be made fully available to the other for the due and proper accomplishment of the purposes and objects hereof.

IN WITNESS WHEREOF, the parties have affixed their signatures and official seals, City on the 1st day of February, 1945, and Department on the 20th day of February, 1945.

Approved: C. H. PURCELL Director of Public Works

THE CITY OF SAN DIEGO (SEAL)

By A. H. ANDERSON Assistant Director (SEAL)

By F. A. RHODES  
Acting City Manager

Approved: K. M. DOSTER

Deputy Director of Finance

Approved: J. F. DuPAUL  
City Attorney of San Diego  
By B. L. COMPARET,  
Deputy

DEPARTMENT OF PUBLIC WORKS OF THE  
STATE OF CALIFORNIA (SEAL)  
By EDWARD HYATT  
State Engineer

Approved: C. C. CARLETON  
Chief Attorney, Department of Public Works

Approval Recommended: SPENCER BURROUGHS  
Principal Attorney, Division of Water Resources

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Department of Public Works relative to investigation and report on water resources of the San Dieguito River; being Document No. 352646.

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, J. R. Townsend Co., Inc. is, are the owner of Lot 7, Block-294, of Middletown;  
NOW, THEREFORE, This AGREEMENT, signed and executed this 29, 1945 day of March, by J. R. Townsend Co. Inc. that they will, for and in consideration of the permission granted to remove 15 feet of curbing on Kettner between A & Ash Streets and 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 heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to

the condition and agreements herein named.

(SEAL)  
B. P. SMITH Treasurer

J. R. TOWNSEND CO., INC.  
J. R. TOWNSEND Pres.

STATE OF CALIFORNIA,  
COUNTY OF LOS ANGELES

On this 29 day of March in the year nineteen hundred and fourty five, A.D., before me, Mr. W. H. Astler a Notary Public in and for said County, personally appeared Mr. J. R. Townsend known to me to be the President, and Mr. B. P. Smith known to me to be the Treasurer and Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation within 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.

W. H. ASTLER

(SEAL)  
My Commission expires March 2, 1946

I HEREBY approve the form of the foregoing agreement this 30th day of March, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 2 1945 1 min. past 9 A.M. in Book 1841 at page 438 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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

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 J. R. Townsend Co. Inc.; being Document No. 353025.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tolan 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, Mearl L. Baker is the owner of Lot 45-46-47-48 Blk 82 Mannasse & Schillers Add.,

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of April, by Mearl L. Baker that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Crosby St. between Main and Harbor Dr., 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 Mearl L. Baker 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.

MEARL L. BAKER

4666 Natalie Dr.

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 9th day of April, A.D. Nineteen Hundred and 45, before me, Henry E. Lange, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mearl L. 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 \_\_\_\_\_, County of San Diego, State of California, the day and year in this certificate first above written.

HENRY E. LANGE

(SEAL)

My Commission expires April 10, 1946

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

I HEREBY approve the form of the foregoing agreement this 10th day of April, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED APR 16 1945 30 min. past 9 A.M. in Book 1843 at page 497 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

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 Mearl L. Baker; being Document No. 353154.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tolan 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 April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and L. B. BUTTERFIELD, 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 in the part of the City, and the sums of money specified in the Bid Schedule

attached hereto, and by this reference made a part hereof, to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City to furnish all labor, certain material, equipment, transportation and services necessary or incidental to the construction and completion of the "B" STREET WATER MAIN, consisting of approximately 4800 lineal feet of 16" Class 150, cement lined, cast iron pipe, together with valves, fittings and appurtenances, 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 said City on March 13, 1945, marked Document No. 352632, and endorsed: "Plans and Specifications for B Street Water Main;" that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 City will pay the contractor, for the respective items of the work done by him, the amounts of money specified therefor in the Bid Schedule attached hereto, and by this reference made a part hereof, said sums to be paid at the time and in the manner specified in Paragraph 5 of the Special Conditions 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 Engineer, Division of Distribution of the Water Department of said City.

ARTICLE IV. No interest in this agreement shall be transferred by the contractor to any other party, and upon attempt by the contractor to make such transfer The City of San Diego may declare such transfer or attempted transfer to be a breach of the terms of this contract, and upon the ground of such breach may cancel this agreement. All rights of action, however, for this or any other breach of this contract are reserved to the City. No interest of the contractor under this agreement shall be subject to transfer by operation of law.

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 supplies 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 City 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 subcontractors.

<u>TRADE OR OCCUPATION</u>	<u>Per 8-Hour day</u>
Bricklayer	12.00
Carpenter	10.80
Caulker	9.00
Cement Finisher	12.00
Crane Operator (1 yd & less)	13.00
Crane Operator (over 1 yd)	14.00
Dragline Operator (1 yd & less)	13.00
Dragline Operator (over 1 yd)	14.00
Drillers	9.80
Iron Worker - Reinforcing	12.00
Laborers, Building	7.00
Laborers, Unskilled	7.00
Mechanical Tamber & Finisher	11.00
Mixers, Mobile Type	12.00
Mixers, Skiptype	11.00
Mixers, Paving Type	13.00
Painters	10.80
Pneumatic Tool Operator	9.00
Jackhammer - Pavement Breaker	9.00
Vibrator, etc.,	9.00
Shovel Operators (1 yd & less)	13.00
Shovel Operators (over 1 yd)	14.00
Shovel Oilers	9.00
Tractor Operator	12.00
Trenching Machine Operator (Buckeye 224 & Larger)	12.00
Truck Driver (6 ton & less)	7.60
Truck Driver (6 to 15 tons)	8.00
Truck Driver (15 to 20 tons)	19.40
Welders	12.00



Any craft of employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per day of 8 hours.

Payment shall be made for necessary work performed on legal holidays, including Sundays, and other overtime work when permitted by law, at the rate of time and one half.

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 prices.

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 hereunto subscribed his name, the day and year first hereinabove written.

ATTEST: FRED W. SICK  
(SEAL) City Clerk

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
CHAS. C. DAIL  
CHARLES B. WINCOTE  
G. C. CRARY  
ERNEST J. BOUD  
PAUL J. HARTLEY  
WALTER W. AUSTIN  
Members of the Council

L. B. BUTTERFIELD  
Contractor

I hereby approve the form and legality of the foregoing contract this 17 day of April, 1945.

J. F. DuPAUL  
City Attorney

#### FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That L. B. BUTTERFIELD, as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of MARYLAND, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Fifteen thousand nine hundred sixty Dollars (\$15,960.00) (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of April, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, certain material, equipment, transportation and services necessary or incidental to the construction and completion of the "B" STREET WATER MAIN, consisting of approximately 4800 lineal feet of 16" Class 150, cement lined cast iron pipe, together with valves, fittings and appurtenances, 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 said City on March 13, 1945, marked Document No. 352682, and endorsed: "Plans and Specifications for B Street Water Main;" that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and 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 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

L. B. BUTTERFIELD

Principal

MARYLAND CASUALTY COMPANY (SEAL)

By F. R. CORBETT

(F.R. Corbett) Its Attorney-in-Fact

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

STATE OF CALIFORNIA

ss.

County of San Diego

On this 13th day of April, 1945, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. R. Corbett, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. R. Corbett as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

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

C. T. NEILL

(SEAL)

Notary Public, in and for said County and State

I hereby approve the form of the foregoing Bond this 17 day of April, 1945.

J. F. DuPAUL,

City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 17 day of April 1945.

HARLEY E. KNOX

CHAS. C. DAIL

CHARLES B. WINCOTE

G. C. CRARY

PAUL J. HARTLEY

ERNEST J. BOUD

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK

(SEAL)

City Clerk

#### LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That L. B. BUTTERFIELD as principal, and MARYLAND CASUALTY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Fifteen thousand nine hundred sixty Dollars (\$15,960.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 13th day of April, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, certain material, equipment, transportation and services necessary or incidental to the construction and completion of the "B" STREET WATER MAIN, consisting of approximately 4800 lineal feet of 16" Class 150 cement lined cast iron pipe, together with valves, fittings and appurtenances, 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 said City on March 13, 1945, marked Document No. 352682, and endorsed: "Plans and Specifications for B Street Water Main;" that true copies of said plans and specifications, together with true copies of 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 Fifteen thousand nine hundred sixty Dollars (\$15,960.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Chapter 3 of Division 5 of the Government Code of the State of California, 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 said Chapter 3, Division 5 of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under section 1184e of the Code of Civil Procedure of the State of California, 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

L. B. BUTTERFIELD

Principal

MARYLAND CASUALTY COMPANY (SEAL)

By F. R. CORBETT

(F.R. Corbett) Its Attorney-in-Fact

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

STATE OF CALIFORNIA

County of San Diego

ss.

On this 13th day of April, 1945, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.R. Corbett, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F.R. Corbett as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

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

C. T. NEILL

(SEAL)

Notary Public, in and for said County and State

I hereby approve the form of the within Bond this 17 day of April 1945.

J. F. DuPAUL

City Attorney of the City of San Diego

Approved by a majority of the members of the Council of The City of San Diego this 17 day of April 1945.

HARLEY E. KNOX

CHAS. C. DAIL

CHARLES B. WINCOTE

G. C. CRARY

PAUL J. HARTLEY

ERNEST J. BOUD

WALTER W. AUSTIN

Members of the Council

ATTEST: (SEAL)

FRED W. SICK City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with L. B. Butterfield for construction of "B" Street Water Main; being Document No. 353301.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

## A G R E E M E N T

THIS AGREEMENT, entered into this 18th day of December, 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 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 developing, 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 that among such Projects is a development known as Frontier Housing Project which is numbered CAL-4679 (hereinafter referred to as the "Project"; and

WHEREAS, the Federal Works Agency, an agency of the United States of America, is constructing a fire station building on the site of the above Project, which building will be completed and ready for occupancy by the City on or about February 1, 1945; 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 shall be provided by the City for the Project 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 herein after recited, it is mutually agreed between the parties that:

(1) 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 Frontier 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.

(2) 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. In submitting a voucher for reimbursement at the times of above set forth, the City shall furnish the Authority, in writing, as a part of such voucher, a detailed statement of the actual expenses incurred for the preceding month and set forth therein such facts as may be required by the Authority.

(3) No expense will be incurred by the City or charged to the Authority for such special services as are listed in Exhibit A until the City shall notify the Authority, in writing, that the fire station building hereinbefore mentioned has been completed, accepted, and adequately equipped for fire fighting purposes by the City.

(4) 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, 1945, unless it shall be so continued by written agreement executed by both parties.

(5) 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.

(6) 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 under this contract. The City shall include this provision in all contracts for furnishing or obtaining the special services contemplated by this contract.

(7) Any notice, request, demand or other communication desired or required to be given by the terms of this agreement to the Authority by the City shall be given or addressed to the Area Housing Manager at 2100 Linda Vista Road, San Diego, California, and shall be



deemed sufficiently given if delivered to the aforesaid and deposited in the United States mail in a sealed envelope with sufficient postage prepaid thereon.

(8) Any notice, request, demand or other communication desired or required to be given by the terms of this agreement to the City by the Authority shall be given or addressed to the City Manager of the City at the City Hall, San Diego, California, and shall be deemed sufficiently given if delivered to the aforesaid and deposited in the United States mail in a sealed envelope with sufficient postage prepaid thereon.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its Acting City Manager, acting under and pursuant to Resolution No. 80247 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 F. A. RHODES

Acting City Manager

UNITED STATES OF AMERICA

By LANGDON W. POST

Approved Regional Counsel

For the Federal Public Housing Commissioner

I hereby approve the form and legality of the foregoing Agreement this 8th day of December, 1944.

J. F. DuPAUL, City Attorney

#### EXHIBIT A

1 Captain at \$305.00.....	\$ 3,660.00	
1 Lieutenant at \$279.00.....	3,348.00	
2 Engineers at \$262.00.....	6,288.00	
4 Firemen at \$245.00.....	11,760.00	
	\$25,056.00	
4% for pensions.....	1,002.24	
\$2.33 per \$100.00 for Comp. Ins.....	533.80	\$ 26,642.04
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 & Oil.....	85.00	
App. Upkeep: Rags, Waste, Polish, etc.....	100.00	
Building Upkeep.....	10.00	
Gas & Electricity.....	100.00	
Water.....	36.00	
Heating Fuel.....	20.00	
Telephone.....	264.00	808.00

TOTAL..... \$ 27,450.04

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 Frontier Housing Fire Station; being Document No. 351986.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Toller Deputy

#### SUPPLEMENTAL AGREEMENT MODIFYING THE CONTRACT UNDER WHICH THE SANTA FE IRRIGATION DISTRICT OBTAINS ITS WATER SUPPLY

This agreement executed this 26th day of February, 1945, by SANTA FE IRRIGATION DISTRICT, a State Agency located in San Diego County, California, organized and operating under the provisions of the California Irrigation District Act and acts amendatory thereof and supplementary thereto, hereinafter referred to as the District, and the City of San Diego, a Municipal Corporation, organized and existing under a freeholders' charter and situated in the County of San Diego, State of California, hereinafter referred to as the City,

#### WITNESSETH:

This Agreement is executed in view of the following facts:

(1) The City is the owner and operator as successor in interest of the San Dieguito Water Company and the San Diego Water Supply Company, of a water system consisting of certain dams, reservoirs, reservoir sites, dam sites, water rights and other property commonly known and referred to as the San Dieguito Water System in San Diego County, California, being the system more fully described in that certain agreement dated October 5th, 1925 entitled "Lease and Option to Purchase" entered into by the City and said San Diego Water Supply Company, hereinafter referred to as the Company;

(2) The San Dieguito Water Company, the predecessor in interest to the Company, and the District have executed a certain agreement dated November 1, 1925 providing for the sale and delivery to the District and the purchase by the District of water for use by the District, which said agreement has been modified in certain respects by an agreement executed by each of the parties hereto and by the Company dated September 17, 1935 entitled "Agreement Modifying The Contract Under Which The Santa Fe Irrigation District Obtains Its Water Supply, And Providing For The Refunding Of The District's Indebtedness Thereunder";

(3) Since the execution of said agreement dated September 17, 1935, the City has exercised its option under said "Lease and Option to Purchase" and has now succeeded absolutely to all rights and obligations of the Company under said agreement dated November 1, 1925, as modified by said agreement dated September 17, 1935;

(4) Since said last mentioned date conditions have arisen which make it advisable for the parties hereto to modify the provisions of said agreement dated November 1, 1925 as already modified by said agreement dated September 17, 1935.

NOW, THEREFORE, by virtue of the premises and in consideration of the mutual promises and covenants hereinafter set forth, and of the making and execution by each of said parties of this agreement, it is hereby agreed and covenanted by the parties as follows:

I. Section 2 of Article V of said contract dated November 1, 1925 as amended by said agreement dated September 17, 1935 is hereby rescinded and the terms and provisions thereof shall no longer apply, but in lieu of said Section 2 and as a substitute therefor a new Section 2 is hereby adopted to read as follows:

#### "Section 2.

"(a) Throughout the remainder of the life of this contract the City, as successor in interest of the Company shall sell and deliver to the District, and the District shall

purchase and take from the City, such amounts of water as the District may require for its use, but not exceeding 4300 acre feet in any one year and payments shall be made by the District to the City only for such water as is actually delivered to the District at the points of delivery described in Article III of this contract, at the rate set forth in Section 1 of Article V as heretofore amended, as follows:

"(1) For water used for agricultural irrigation either by the District or by persons to whom the District may sell or furnish water 3 1/2¢ per hundred cubic feet measured as in Article IV hereof.

"(2) Water used by the District for the purpose of maintaining and watering one 18 hole golf course within the boundaries of the District 3¢ per hundred cubic feet

"(3) For water used for all other purposes by the District or by persons by whom the District may sell or furnish water 7 1/2¢ per hundred cubic feet.

"(b) It is mutually understood and agreed by the parties hereto that the City shall render to the District monthly bills on or before the 10th of each month, showing the quantity of water delivered to said District during the preceding calendar month, and the purchase price thereof. The District hereby covenants and agrees that it will on or before the 15th day of each month pay all amounts due from the District to the City for the delivery of water as evidenced by such bills or statements, it being expressly understood that such bills are subject to correction for errors."

II. The figure "4300" and the words "four thousand three hundred" shall be substituted for the figure "6576" and the words "six thousand five hundred seventy-six" wherever said last named figure and words appear in said agreement hereinabove referred to dated November 1, 1925.

III. The figure "3225" and the words "three thousand two hundred twenty-five" shall be substituted for the figures "4932" and the words "four thousand nine hundred thirty-two" wherever said last mentioned figure or words appear either in said agreement of November 1, 1925 hereinabove referred to, or in Article I of the agreement between the San Dieguito Water Company, the San Diego County Water Company and the Santa Fe Irrigation District dated November 1, 1925 and attached to the "Lease and Option to Purchase" hereinabove referred to as Exhibit D thereto. As so modified the provisions of said contract shall continue in force as between the parties hereto.

IV. In the event the City shall develop or seek to develop additional water on the San Dieguito River or its tributaries either at or above the present dam site of Lake Hodges or below said dam site but within a distance not exceeding 1000 feet therefrom the District will not oppose or object to such action because of any pumping rights it has now or may hereafter acquire below said dam.

V. This agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

VI. It is mutually agreed that the terms, provisions, covenants and agreements of this contract are not severable, and that the covenants and agreements of the parties herein contained are reciprocal and dependent.

VII. Except as hereinabove expressly provided to the contrary and notwithstanding any partial or incomplete reference to any existing portion of said agreement the contract dated November 1, 1925 as amended by the agreement dated September 17, 1935, is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in their respective corporate names and their respective corporate seals to be attached as of the day and year first above written.

(SEAL OF DISTRICT)

SANTA FE IRRIGATION DISTRICT  
By W. A. SMART President  
By D. M. BAKEWELL Secretary

HARRY L. PORTER  
J. C. COULOMBE

W. A. SMART  
H. S. LARRICK  
R. M. CLOFELTER

Directors

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

G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK  
By AUGUST M. WADSTROM

Deputy (SEAL OF CITY)

February 20, 1945

I hereby approve the form of the foregoing Agreement this 26th day of February, 1945.

J. F. DuPAUL  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement modifying contract with Santa Fe Irrigation District for water supply being Document No. 352468.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. J. SUGARMAN-RUDOLPH CO., as Principal and ROYAL INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE HUNDRED SEVENTY-FIVE 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 4th day of April, 1945.

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 - Used Elliott Fisher Accounting Bookkeeping Machine, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

J. J. SUGARMAN-RUDOLPH CO.  
N.N. SUGARMAN Co-Partner  
Principal

ROYAL INDEMNITY COMPANY  
By E. L. COLE Attorney-in-Fact  
Sureties (SEAL)

ATTEST: IRMA HAMPTON

Executed in triplicate  
The premium on this bond is \$5.00

STATE OF CALIFORNIA,

ss.

County of Los Angeles.

On this 4th day of April in the year 1945, before me, L. Hollingshead, a Notary Public in and for the County and State aforesaid, personally appeared E. L. Cole known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of Royal Indemnity Company and acknowledged to me that he subscribed the name of the said Company thereto as Surety, and his own name as Attorney-in-Fact.

L. HOLLINGSHEAD

(SEAL)

Notary Public in and for said County and State

My Commission expires May 14, 1948

I HEREBY APPROVE the form of the foregoing Bond this 11th day of April, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 17th day of April, 1945.

F. A. RHODES

Acting City Manager

#### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 4th day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. J. SUGARMAN-RUDOLPH CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Used Elliott Fisher Accounting Bookkeeping Machine,

Head CA X 43 EK 808D-240474

Platen DC 44EK 1 pc 240486

Desk W DDE4-5059

3 Dr 8D EK Dummy registers

2 8DEK Registers 83323-324

7-70 EK Registers 841081-82-83-84-85-86-87

512 DR & CR COL Selector

518 Date type feature left

in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 352479.

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

Fifteen Hundred Dollars (\$1500.00).

Said price includes the California State Sales Tax.

Said contractor agrees to make immediate delivery upon the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Fifteen Hundred Dollars (\$1500.00),

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, 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, final payment will be made, at such time, and in such manner as provided by law, of any balance 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. 80755 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

J. J. SUGARMAN-RUDOLPH CO.

N. N. SUGARMAN Co-Partner

Contractor

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

I hereby approve the form and legality of the foregoing contract this 11th day of April, 1945.

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 J. J. Sugarman-Rudolph Co. for furnishing used Elliott Fisher Accounting Bookkeeping Machine; being Document No. 353349.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

#### MODIFICATION OF CONTRACT

WHEREAS, Charles P. Crowley agreed, in writing, with The City of San Diego that he would furnish and deliver to The City of San Diego one cast iron Herschel standard Venturi meter tube for the price of \$2,120.00, and also provide change parts and make changes in a certain Builders' Iron Foundry, Type M, Register No. 7332, for the additional price of \$80.00, making a total price of \$2,200.00, to be paid to him under the terms of said contract; said contract being Document No. 351289, filed in the office of the City Clerk of said City on December 16, 1944; and

WHEREAS, said Charles P. Crowley has furnished and delivered said Venturi meter tube; but for reasons beyond the control of the parties hereto, it will not be possible to provide the change parts and make the changes in said Register, as provided in said contract, for an indefinite time; NOW, THEREFORE,

IT IS HEREBY AGREED that THE CITY OF SAN DIEGO may make payment to said CHARLES P. CROWLEY, in full payment of all compensation due to him for furnishing and delivering said Venturi meter tube, of the sum of \$2,120.00, less the sum of \$14.94 for hauling charges paid by The City of San Diego, making a net sum of \$2,105.06 to be paid in full compensation as aforesaid; this payment to be made in the usual course of payment of bills by The City of San Diego.

IT IS FURTHER AGREED that nothing herein shall release said Charles P. Crowley from his obligation to provide said change parts and make said changes in said Register, as in said contract provided; and that, upon notice by The City of San Diego that it is ready to have said change parts provided and said changes made, said Charles P. Crowley will promptly furnish said change parts and make said changes in said Register, as in said contract provided, and upon the completion thereof said Charles P. Crowley will become entitled to be paid the further sum of \$80.00, as in said contract provided. In all other respects, the said contract shall remain unchanged.

IN WITNESS WHEREOF, this modification of 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. 80879 of the Council authorizing such execution, and the said Charles P. Crowley has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By RUSSELL W. RINK

Acting City Manager

CHARLES P. CROWLEY

I HEREBY APPROVE the form and legality of the foregoing Modification of Contract this 5th day of April, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Modification of Contract with Charles P. Crowley for furnishing one Venturi meter tube; being Document No. 353353.

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, County of San Diego, State of California, this 24th day of April, 1945, by and 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 specified in the Bid Schedule attached hereto, and by this reference made a part hereof, to be paid to the Contractor by

the City, in manner and form as hereinafter in attached specifications provided; the Contractor hereby covenants and agrees to and with the City to furnish all labor, certain material, equipment, transportation and services necessary or incidental to the construction and completion of the 19TH STREET WATER MAIN, consisting of approximately 3820 feet of 16" Class 150 cement lined cast iron pipe, together with valves, fittings and appurtenances, 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 said City on March 13, 1945, marked Document No. 352683, and endorsed: "Plans and Specifications for 19th Street Water Main;" that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 City will pay the contractor, for the respective items of the work done by him, the amounts of money specified therefor in the Bid Schedule attached hereto, and by this reference made a part hereof, said sums to be paid at the time and in the manner specified in Paragraph 5 of the Special Conditions 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 Engineer, Division of Distribution of the Water Department of said City.

ARTICLE IV. No interest in this agreement shall be transferred by the contractor to any other party, and upon attempt by the contractor to make such transfer The City of San Diego may declare such transfer or attempted transfer to be a breach of the terms of this contract, and upon the ground of such breach may cancel this agreement. All rights of action, however, for this or any other breach of this contract are reserved to the City. No interest of the contractor under this agreement shall be subject to transfer by operation of law.

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 City 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 subcontractors.

<u>TRADE OR OCCUPATION</u>	<u>PER 8-HOUR DAY</u>
Bricklayer	12.00
Carpenter	10.80
Caulker	9.00
Cement Finisher	12.00
Crane Operator (1 yd & less)	13.00
Crane Operator (over 1 yd)	14.00
Dragline Operator (1 yd & less)	13.00
Dragline Operator (over 1 yd)	14.00
Drillers	9.80
Iron Worker - Reinforcing	12.00
Laborers, Building	7.00
Laborers, Unskilled	7.00
Mechanical Tapper & Finisher	11.00
Mixers, Mobile Type	12.00
Mixers, Skiptype	11.00
Mixers, Paving Type	13.00
Painters	10.80
Pneumatic Tool Operator	9.00
Jackhammer - Pavement Breaker	9.00
Vibrator etc.,	9.00
Shovel Operators (1 yd & less)	13.00
Shovel Operators (over 1 yd)	14.00
Shovel Oilers	9.00
Tractor Operator	12.00
Trenching Machine Operator (Buckeye 224 & Larger)	12.00
Truck Driver (6 ton & less)	7.60
Truck Driver (6 to 15 tons)	8.00
Truck Driver (15 to 20 tons)	9.40
Welders	12.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per day of 8 hours.

Payment shall be made for necessary work performed on legal holidays, including Sundays, and other overtime work when permitted by law, at the rate of time and one half.

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 prices.

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 hereunto subscribed his name, the day and year first hereinabove written.

ATTEST: FRED W. SICK (SEAL)  
City Clerk

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
CHARLES B. WINCOTE  
ERNEST J. BOUD  
G. C. CRARY  
CHARLES C. DAIL  
WALTER W. AUSTIN  
Members of the Council

B. G. CARROLL  
Contractor

I hereby approve the form and legality of the foregoing contract this 24th day of April, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

#### 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 Twelve thousand nine hundred ninety-five Dollars (\$12,995.00) (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of April, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, certain material, equipment, transportation and services necessary or incidental to the construction and completion of the 19TH STREET WATER MAIN, consisting of approximately 3820 lineal feet of 16" Class 150, cement lined cast iron pipe, together with valves, fittings and appurtenances, 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 said City on March 13, 1945, marked Document No. 352683, and endorsed: "Plans and Specifications for 19th Street Water Main;" that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and 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 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

B. G. CARROLL  
Principal  
MARYLAND CASUALTY COMPANY  
Surety (SEAL)  
By F. R. CORBETT Its Attorney-in-Fact

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

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 17th day of April, 1945, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. R. Corbett known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. R. Corbett as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.  
C. T. NEILL  
(SEAL) Notary Public, in and for said County and State

I hereby approve the form of the foregoing Bond this 24th day of April, 1945.  
J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 24th day of April 1945.

HARLEY E. KNOX  
CHARLES B. WINCOTE  
ERNEST J. BOUD  
G. C. CRARY  
CHARLES C. DAIL  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK (SEAL)  
City Clerk

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 Twelve thousand nine hundred ninety-five Dollars (\$12,995.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of April, 1945.  
WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all labor, certain material, equipment, transportation and services necessary or incidental to the construction and completion of the 19TH STREET WATER MAIN, consisting of approximately 3820 lineal feet of 16" Class 150 cement lined cast iron pipe, together with valves, fittings and appurtenances, 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 said City on March 13, 1945, marked Document No. 352683, and endorsed: "Plans and Specifications for 19th Street Water Main;" that true copies of said plans and specifications, together with true copies of 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 Twelve thousand nine hundred ninety-five Dollars (\$12,995.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Chapter 3 of Division 5 of the Government Code of the State of California, 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 said Chapter 3, Division 5 of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under section 1184e of the Code of Civil Procedure of the State of California, 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

B. G. CARROLL  
Principal  
MARYLAND CASUALTY COMPANY, Surety  
By F. R. CORBETT Its Attorney-in-Fact

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

STATE OF CALIFORNIA

County of San Diego

On this 17th day of April, 1945, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.R. Corbett, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact, I further certify that said instrument was executed by said F.R. Corbett as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine. WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)

I hereby approve the form of the foregoing Bond this 24th day of April, 1945.  
C. T. NEILL  
Notary Public in and for said County and State  
J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 24th day of April 1945.

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 B. G. Carroll for construction of 19th Street Water Main; being Document No. 353449.

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

By Francis T. Porter Deputy

KNOW ALL MEN BY THESE PRESENTS, That J. R. TOWNSEND CO., INC., as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of \_\_\_\_\_ as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND SIX HUNDRED TWENTY-SEVEN Dollars (\$3,627.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 12th day of April, 1945.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver:

- 5 - Four-door custom Champion sedans
- 2 - " " deluxe
- 1 - " " Skyway Land Cruiser Commander
- 1 - " " custom Land Cruiser Commander
- 1 - " " Skyway Land Cruiser

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

(SEAL)

ATTEST: B. W. SMITH

J. R. TOWNSEND CO., INC.  
W. W. REID Sales Mgr.

Principal  
GREAT AMERICAN INDEMNITY COMPANY  
By L. DOSTER  
By E. K. JAMES  
Attorneys-in-fact

Sureties (SEAL)

I HEREBY APPROVE the form of the foregoing Bond this 12th day of April, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 12th day of April, 1945.

F. A. RHODES  
Acting City Manager

STATE OF CALIFORNIA

County of San Diego

On this 12th day of April in the year one thousand nine hundred and forty-five, before me R.L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E.K. James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

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

(SEAL)

My Commission will expire 1-12-46

R. L. PAINE  
Notary Public in and for the County of San Diego  
State of California

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 12th day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and J. R. TOWNSEND CO., INC., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said

contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 5 - Four-door custom Champion sedans with overdrive & oil filter
- 2 - " " deluxe " " " "
- 1 - " " Skyway Land Cruiser Commander, with overdrive & oil filter & radio
- 1 - " " custom " " " " with overdrive & oil filter
- 1 - " " Skyway " " " " with oil filter

In accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 352772.

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

5 - 4-door custom Champion sedans	@ \$1293.19 ea	\$ 6465.95
2 - " " deluxe	@ \$1332.57 "	2665.14
1 - " " Skyway Land Cruiser Commander	@ \$1912.26	1912.26
1 - " " custom land cruiser Commander	@ \$1687.44	1687.44
1 - " " Skyway Land Cruiser Commander	@ \$1773.56	1773.56
		<u>\$14504.35</u>

Said prices include the California State Sales Tax.

Said contractor agrees to complete delivery within 3 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Fourteen Thousand Five Hundred Four and 35/100 Dollars (\$14,504.35), said payments to be made as follows: Upon delivery of said automobiles, and the acceptance of the same by the City Manager of said City, 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, final payment will be made at such time, and in such manner as provided by law, of any balance 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. 80858 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

J. R. TOWNSEND CO., INC.

W. W. REID Sales Mgr.

Contractor

ATTEST: B. W. SMITH

(SEAL)

I hereby approve the form and legality of the foregoing contract this 12th day of April, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with J. R. Townsend Co., Inc. for furnishing ten automobiles; being Document No. 353252.

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 on this 17th day of April, 1945, 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",

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

WHEREAS, The City and the Chamber of Commerce, on the 19th day of May, 1944, entered into a contract under the terms and provisions of which the Chamber of Commerce undertook to perform certain services and to expend funds of the Chamber of Commerce in making a survey and report upon which to plan for future industrial and commercial development and expansion within the City, and to put into effect 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, the services to be performed by the Chamber of Commerce under the terms and provisions of said Contract of May 19, 1944, have been substantially completed, but the plan of future industrial and commercial development and the advertisement and exploitation thereof contemplates and requires continuing and additional services by the Chamber of Commerce, and the Chamber of Commerce is continuing to perform other and additional services for such purposes, and will throughout the year 1945 employ industrial experts having special training for such work and who are experienced in gathering the necessary data, classifying the same and passing expert opinion thereon, including the employment and maintenance in the City of Washington of representatives of the Chamber of Commerce for the purpose of working in close contact with the Federal Government of the United States, so as to conform the plan of the Chamber of Commerce and of the City of San Diego for post war development to the requirements and provisions adopted by the Federal Government, all with the intent and for the purpose of advertising, exploiting and making known the resources of the City of San Diego as a part of its post war development; and

WHEREAS, it is contemplated by the parties that the Chamber of Commerce will continue its services by extending and perfecting plans for development of the resources of the City and of exploiting and advertising the same and that the time within which payments are to be made by the City, or service rendered by the Chamber of Commerce in the current year, shall not operate to prevent subsequent and further payments by the City for such further purposes by executed written contracts providing therefor; and

WHEREAS, the payments provided to be made by the City to the Chamber of Commerce, under the terms and provisions of said Agreement, May 19, 1944, are not sufficient to enable the Chamber of Commerce to complete the work undertaken by it as set forth herein and in said Agreement of May 19, 1944; and

WHEREAS, there is at the present time in the fund heretofore created and known as "advertising and publicity fund of the City of San Diego", in addition to any portion of the sum specified in said contract of May 19, 1944, a sum in excess of TWENTY THOUSAND (\$20,000.00) DOLLARS, 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"';

NOW, THEREFORE, the parties to this contract, undertake and agree as follows:

FIRST: The Chamber will continue its preparation of and will complete its comprehensive industrial and commercial survey and report in accordance with the specifications set forth in Paragraph First of said Agreement of May 19, 1944, and will employ other experts and agencies, perform other and additional services, all as set forth and contemplated in the foregoing recitals, and at a very substantial cost further develop said post war plan, and will advertise and disseminate the information collected by it as a part of said commercial survey and report, and of said plan of development.

SECOND: In consideration of the premises and the promises and agreements of the Chamber of Commerce as herein set forth, the City will pay to said Chamber of Commerce the sum of TWO THOUSAND (\$2,000.00) DOLLARS upon the execution of this Agreement, and thereafter THREE THOUSAND (\$3,000.00) DOLLARS each month for a period of six (6) 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, <sup>or if discontinued</sup> 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, and approved by the City Manager, 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 Charter and Ordinances of the City for the payment of City warrants.

THIRD: Should the Chamber of Commerce fail to carry on the work of procuring such survey and report and of continuing to plan for development of the resources of the City, 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.

Approved as to form

City Attorney

ATTEST: FREDERICK SYKES  
General Manager

Approved as to form

I hereby approve the form and legality of the foregoing Agreement this 17th day of April, 1945.

CITY OF SAN DIEGO

By F. A. RHODES

City Manager

SAN DIEGO CHAMBER OF COMMERCE

By A. G. READER

President

J. F. DuPAUL City Attorney

By B. L. COMPARET Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Chamber of Commerce relative to post-war plan for the City of San Diego; being Document No. 353355.

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

By Frances 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 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 12th day of April, 1945.

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.

ATTEST: J. A. CANNON  
(SEAL) Secretary

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

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

THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS  
Attorney-in-Fact  
Surety

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

On this 12th day of April, A.D., 1945, before me, Mary Elizabeth Williams, a Notary Public in and for the said County, and State, personally appeared F.S.Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that he subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

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

(SEAL) MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State  
I hereby approve the form of the foregoing Undertaking this 19th day of April, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No.80814 passed and adopted on the 3rd day of April, 1945, 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  
By AUGUST M. WADSTROM,  
Deputy

CONTRACT FOR STREET LIGHTING

Kensington Manor Lighting District No. 1

THIS AGREEMENT, made and entered into this 24th day of April, 1945, 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, 1945, to-wit: to and including the 30th day of April, 1946.

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 19, 1945, 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: J. A. CANNON  
(SEAL) Secretary

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

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

THE CITY OF SAN DIEGO  
By G. C. CRARY  
CHARLES B. WINCOTE  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

I hereby approve the form of the foregoing Contract, this 19th day of April, 1945.  
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 Contract with San Diego Gas & Electric Company for Kensington Manor Lighting District No. 1; being Document No. 353364.

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, Benjamin Negriz is the owner of Lot H, Block 121, of Horton Subdivision;  
NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of April, by Benjamin Negriz that he will, for and in consideration of the permission granted to remove 15 feet of curbing on Fifth between J and K, adjacent to the above described property, bind \_\_\_\_\_ to, and \_\_\_\_\_ hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

BENJAMIN NEGRIS  
322 5th Avenue

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

On this 17 day of April, A.D. Nineteen Hundred and forty five before me, Joseph Zung, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Benjamin Negriz known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires Dec. 30, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 20th day of April, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK Deputy City Attorney

RECORDED APR 26 1945 40 min. past 3 P.M. in Book 1854 at page 340 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW  
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 Benjamin Negriz; being Document No. 353370.  
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 17th day of April, 1945, 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. H. DANIELS, hereinafter called the "Lessee", WITNESSETH:

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

All that portion of Tract B, Rancho El Cajon, in said County and State, according to the Partition Map made in the action entitled "Isaac Lankershim, et al. vs. A.M. Crane, et al.," described in the deed from Emma Pearl Vance, a widow, to The City of San Diego, dated April 14, 1931, recorded April 28, 1931, in Book 1891, at page 229, et seq., of Deeds, in the office the County Recorder of said County; ALSO, all that portion of said Tract B, described in deed from the Gilchrist Estate Company, a corporation, to The City of San Diego, dated April 8, 1926, recorded May 11, 1926, in Book 1204, at page 354, et seq., of Deeds, in the office of said County Recorder, EXCEPT that portion thereof lying southerly and southeasterly from the following described line:

Commencing at a point on the east and west center line of Section 23, Township 15 South, Range 1 West, S.B.B.M., which bears East 221.45 feet from the center of said Section 23, said point of commencement being also a point on the south line of said tract of land described in said deed from the Gilchrist Estate Company, a corporation, to The City of San Diego; thence North 37° 39' East a distance of 2804 feet, more or less, to an intersection with an easterly line of said tract of land described in said deed from the Gilchrist Estate Company to the City of San Diego.

ALSO, that portion of said Tract B described as "Parcel 2" in deed from the Winchester Ranch Mutual Water Company, a corporation, to The City of San Diego, dated July 7, 1932, recorded in Book 129, at page 396, of Official Records, in the office of said County Recorder;

Containing in all an area of 200 acres of land, more or less; EXCEPTING THEREFROM all public streets and roads and being subject to all easements and encumbrances of whatsoever nature.

For a term of three (3) years, beginning on the 3rd day of April, 1945, and ending on the 2nd day of April, 1948, at the following rentals: One Dollar and Fifty Cents (\$1.50) per acre 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, and lessee shall not pump water from the well located 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 all improvements of any kind or nature placed upon the land during the term of this lease shall become the unencumbered property of the lessor at the termination of the term of this lease.

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 80838 of the Council of said City authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

W. H. DANIELS

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 3rd day of April, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with W.H. Daniels for portion Tract B, Rancho El Cajon; being Document No. 353375.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT FOR ALLOCATION OF STATE AID TO LOCAL AGENCIES FOR  
CIVILIAN DEFENSE PURPOSES

Application No. 312

Allotment No. 436

1. THIS AGREEMENT Made and entered into in triplicate this 6th day of March, 1945, 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

2. WHEREAS, Local Agency has filed application for allocation of financial aid for civilian defense purposes under the provisions of Chapter 805, Statutes of 1943; and

3. WHEREAS, An allocation in the amount hereinafter set forth has been approved by the Director of the California State War Council;

4. 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 Three Thousand and No/100 (\$3,000.00) Dollars, or so much thereof as may be necessary, to be paid to Local Agency as hereinafter provided.

Local Agency represents and agrees:

5. That Local Agency has made and/or will make all expenditures necessary for civilian defense activities of Local Agency for the period March 7, 1945 to and including March 6, 1946 substantially as outlined in Local Agency's application and documents submitted in connection therewith, it being understood that those certain items of expenditure, if any, listed in paragraph 10 of this agreement are not considered compensable under said Act and will not be used as a basis for reimbursement thereunder.

6. That in the event of any disagreement as to whether items of expenditure are reimbursable under this agreement, the decision of the Director of Finance thereon shall be final.

7. To permit representatives of the State Department of Finance to inspect the facilities provided for herein and to examine all facilities and records in connection therewith at any reasonable time.

8. 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 have been 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:

9. To reimburse Local Agency for not more than one-half of the expenditures paid under paragraph No. 5 of this agreement, provided that expenditures, if any, listed in paragraph No. 10 thereof shall not be reimbursable hereunder, and provided, further that the total amount of the reimbursement so made shall not exceed the sum of Three Thousand and no/100 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 have attached thereto 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, supplies, and services rendered. Said invoices shall also be accompanied by a sworn statement by the fiscal officer of the Local Agency to the effect that all such expenditures have been paid.

10. The following items of expenditures shall not be used as a basis for reimbursement under this agreement: NONE

10 1/2. That this agreement may be terminated by the Director of Finance on thirty days written notice addressed to Local Agency.

11. 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 30th day of April 1946, and that the State shall not be liable for the payment of any claims filed subsequent to the latter date.

12. It is further agreed that this agreement may be terminated or amended by mutual consent of the parties hereto.

13. 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.

THE CITY OF SAN DIEGO Local Agency

By F. A. RHODES

Title Acting City Manager

STATE OF CALIFORNIA

By JAMES G. DEAN

Director of Finance

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State of California for reimbursement of funds used for civilian defense; being Document No. 353380.

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, H. E. Wyllie is the owner of Lot One, Block One, of Bayshore Addn;

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of April, by H.E. Wyllie that he will for and in consideration of the permission granted to remove 20 ft. of curbing on Scott between Talbot and Bessemer, 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 my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements hereby named.

H. E. WYLLIE  
RACHEL H. WYLLIE  
980 Scott St San Diego Calif

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

On this 18th day of April, A.D. Nineteen Hundred and forty-five, before me, Cecilia M. Wilson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. E. Wyllie known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) CECILIA M. WILSON  
Notary Public in and for the County of San Diego,  
My Commission expires July 20, 1948 State of California  
I HEREBY approve the form of the foregoing agreement this 23rd day of April, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK Deputy City Attorney

RECORDED APR 26 1945 40 min. past 3 P.M. in Book 1854 at page 339 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW  
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 H.E. and Rachel H. Wyllie; being Document No. 353409.

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 a  
Boarding & Lodging House

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

Mrs. Edith Wahlberg, after being first duly sworn, for herself deposes and says:  
That I am the owner of the hereinafter described real property; Lots Seventeen (17), Eighteen (18) and Nineteen (19) Block Eleven (11) Subdivision Sunset Cliffs, located at 1203 Sunset Cliffs Boulevard;

That I desire to maintain a boarding and lodging house in the single family dwelling on the above described property and have applied for a zone variance under Petition No. 2712, dated March 24, 1945;

That I, in consideration of approval granted by the City of San Diego to use said dwelling as a boarding and lodging house by Zoning Committee Resolution No. 896, dated April 12, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the premises will not be used to house more than ten (10) persons in addition to members of the immediate family; that final approval of the Building Department and Health Department will be obtained for this occupancy; and that six months after hostilities in the present war cease the residence will then be converted to a permissible use.

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.

EDITH M. WAHLBERG  
1203 Sunset Cliffs

On this \_\_\_\_\_ day of APR 16 1945 A.D. Nineteen Hundred and \_\_\_\_\_, before me, Howard F. Rowe a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edith M. Wahlberg, known to me to be the person described in and whose name she subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) HOWARD F. ROWE  
Notary Public in and for the County of San Diego,  
My Commission expires Feb. 17, 1947 State of California

RECORDED APR 26 1945 40 min. past 3 P.M. in Book 1849 at page 447 of Official Records,  
San Diego Co., Cal. Recorded at request of City Clerk.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy GLEN L. STRAW  
V. 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 Mrs. Edith Wahlberg relative to boarding and lodging house; being Document No. 353303.

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

By Francis T. Tatten Deputy



LEASE

THIS AGREEMENT OF LEASE, made and entered into this 20th day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the Lessor, acting by and through the City Manager of said City, and CLETO VEDOVA, of Santa Ysabel, California, hereinafter designated as the Lessee, WITNESSETH:

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

The southeast quarter of the southeast quarter of Section 16; east half of the northeast quarter of Section 17; east half, the southwest quarter, the south half of the northwest quarter and the northwest quarter of the northwest quarter of Section 21; the southeast quarter, the southwest quarter of the northwest quarter and the northwest quarter of the southwest quarter of Section 22; the southwest quarter of the northwest quarter of Section 26; the north half of the southwest quarter, the northwest quarter of the southeast quarter and the north half of Section 27; the northeast quarter of the southeast quarter and the north half of Section 28; all in Township 12 South, Range 2 East, S.B.B.M.; also, all that land lying below contour elevation 2113 feet, U.S.G. Survey datum within the following described tracts: the northeast quarter of the northwest quarter of Section 21; the southeast quarter of the southwest quarter of Section 22; the northeast quarter of the southwest quarter, the west half of the southeast quarter and the southeast quarter of the southeast quarter of Section 28, Township 12 South, Range 2 East, S.B.B.M.; being 1845 acres of land, more or less.

Excepting therefrom all public roads, highways and easements; and subject, also, to all easements, encumbrances and liens of every kind, nature and description whatsoever, against or in respect to said property.

TO HAVE AND TO HOLD the said premises and each and every parcel thereof unto the said Lessee, for a period of five (5) years, commencing on the 10th day of April, 1945, and ending on the 9th day of April, 1950, at a yearly rental of Four Hundred Dollars (\$400.00), payable annually in advance.

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

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

(b) That the Lessee will use the land for agricultural and/or stock grazing purposes only; and that Lessee will cultivate the lands and care for the same and the crops thereon according to the rules of good husbandry; that Lessee will at all times, and at Lessee's own cost and expense, protect and keep the buildings and other improvements and all personal property located on said premises in good repair and condition; that Lessee will not commit any waste or damage, or suffer any such to be committed upon the said premises, or respecting any of the buildings, improvements or personal property thereon;

(c) That the Lessee will not permit sheep to pasture or graze upon said land;

(d) That the Lessee will construct such stock-proof fences as may be required, at his own expense; such fences to become the property of the Lessor upon the termination of this lease;

(e) Lessor reserves the right to make engineering investigations, core drillings, tunneling, test pits or any work incidental to the proper determination of dam location and formation of bedrock material;

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

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

(h) That the Lessor shall have the right to enter said lands for inspection, for the purpose of water development, and/or the right to cancel this lease in the event the Lessor deems the use of the land necessary for water development; provided, however, that the Lessor shall, as a condition to the exercise of said right of termination, give to the Lessee at least sixty (60) days' notice of Lessor's intention so to do;

(i) The Lessee shall not have the right to make, or suffer to be made, any alteration in said premises, or of any buildings or improvements thereon, without first obtaining, in each instance, the written consent thereto by the Lessor, nor shall the Lessee have the right to underlet said premises, or any part thereof, or to assign this lease, without first obtaining, in each instance, the written consent thereto by the Lessor.

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

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

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

IN WITNESS WHEREOF, this lease is executed by the Acting City Manager, for and on behalf of The City of San Diego, under and pursuant to Resolution No. 80863 of the Council authorizing such execution, and the said Lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor

By F. A. RHODES, Acting City Manager

CLETO VEDOVA,  
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 24th day of April, 1945.

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 Cleto Vedova for 1845 acres of land for agriculture and stock grazing purposes; being Document No. 353450.

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

By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That R. B. CROMWELL, representative for Addressograph-Multigraph Corp., Multigraph Div., San Diego, Calif., 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 FOUR HUNDRED THIRTEEN Dollars (\$413.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of April, 1945.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver: 1 - Model 1250 duplicator (Multilith) 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.

R. B. CROMWELL  
Representative for the Addressograph-Multigraph Corp.,  
Multigraph Div., San Diego, Calif.

Principal  
HARTFORD ACCIDENT AND INDEMNITY COMPANY  
M. SHANNON Attorney in Fact  
Sureties (SEAL)

ATTEST: V. JORGENSEN

STATE OF CALIFORNIA,

ss.

County of San Diego

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

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

(SEAL)

My Commission expires April 27, 1946

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

I HEREBY APPROVE the form of the foregoing Bond this 24th day of April, 1945.

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

I HEREBY APPROVE the foregoing Bond this 24th day of April, 1945.

F. A. RHODES,  
Acting City Manager

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

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 23rd day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and R. B. CROMWELL, Representative for the Addressograph-Multigraph Corp., Multigraph Division, San Diego, California, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1 - Model 1250 Duplicator (Multilith), f.o.b. Cleveland, Ohio, in accordance with the specifications therefor on file in the office City Clerk of said City under Document No. 352938.

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

1 - Model 1250 duplicator (Multilith).....	\$ 1610.75
Plus California State Sales Tax.....	40.27
	<u>\$ 1651.02</u>

Contractor agrees to complete delivery within 30-60 days after execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand Six Hundred Fifty-one and 02/100 Dollars (\$1651.02), said payments to be made as follows: Upon delivery of said duplicator, and the acceptance of the same by the City Manager of said City, 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, final payment will be made, at such time, and in such manner as provided by law, of any balance due the contractor.

In entering into this contract 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 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. 80904 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

R. B. CROMWELL

Representative for the Addressograph-Multigraph Corp.  
Multigraph Division, San Diego, California

Contractor

I hereby approve the form and legality of the foregoing contract this 24th day of April, 1945.

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 R. B. Cromwell for furnishing one Model 1250 Duplicator (Multilith); being Document No. 353451.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

No. W 59 qm 714

#### SUPPLEMENTAL AGREEMENT TO DISPENSE WITH NOTICE OF RENEWAL

THIS SUPPLEMENTAL AGREEMENT entered into this 7th day of March, 1945, 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 October, 1940, a lease was entered into between the Lessor and the Government covering  
PARCEL NO. 1:

These 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 a 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 October, 1940, to June 30, 1941, with option of renewal annually thereafter to 30 June 1945 which lease was duly renewed by the Government to June 30, 1945, 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 1945 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, 1945, through June 30, 1946, 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 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 27 May 1941; and provided further that this lease shall in no event extend beyond fifteen (15) years from and after the 1st day of July, 1941."

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: A. E. CURTIS

THE CITY OF SAN DIEGO  
A Municipal Corporation  
By F. A. RHODES Acting City Manager  
Lessor

THE UNITED STATES OF AMERICA  
By JOHN A. LOOMIS 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 Secretary of the corporation named as Lessor in the attached agreement; that F. A. Rhodes, who signed said agreement on behalf of the Lessor, was then Acting 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 Agreement with The United States for dispense with Notice of Renewal to Lease No. W59-qm-714; being Document No. 353484.

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 Montana is the owner of Lot 2, Block H, of Redland Gardens Extension;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of April 1945, by Peter Montana that he will, for and in consideration of the permission granted to remove sixteen feet of curbing on Collier Street between 54th and 55th, adjacent to the above described property, bind them 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.

PETER MONTANA  
4740 55th St.

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

On this 18th day of April, A.D. Nineteen Hundred and Forty-five before me, the under-  
signed, a Notary Public in and for said County, residing therein, duly commissioned and  
sworn, personally appeared Peter Montana known to me to be the person described in and  
whose name is subscribed to the within instrument, and acknowledged to me that he executed  
the same.

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

(SEAL) Marie D. Sparks  
My Commission expires Nov. 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 26th day of April, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED MAY 4 1945 46 min. past 10 A.M. in Book 1865 at page 229 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. COLE  
I certify that I have correctly transcribed this document in above mentioned book.  
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 Peter Montana; being Document No. 353501.  
FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

Date 4/30/45

From R. A. Campbell, Sup't., Division of Accounts  
To City Clerk  
Subject Termination of Army Contract for Water Service  
Army Contract No. W-04-362E(SC-IX)-43 for furnishing water to Army unit at 3649 India  
Street dated November 1, 1943 has been cancelled effective May 1, 1945.  
R. A. CAMPBELL,  
Sup't. Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
notice of cancellation of contract for water to Army unit at 3649 India Street; being  
Document No. 353511.

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

By Francis T. Patten Deputy

Date 4/30/45

From R. A. Campbell, Sup't., Division of Accounts  
To City Clerk  
Subject Termination of Army Contract for Water Service  
Army Contract No. W-04-362E(SC-IX)-93 for furnishing water to Army unit at 2900 Sixth  
Avenue dated December 1, 1943 has been cancelled effective May 1, 1945.  
R. A. CAMPBELL,  
Sup't. Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
notice or termination of contract for water to Army unit at 2900 Sixth Avenue; being Docu-  
ment No. 353512.

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 a 14 ft. by 15 ft. addition to  
an existing residence

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

C. W. Carlstrom, after being first duly sworn, for himself deposes and says;  
That I am the owner of the hereinafter described real property: Lots Twenty one (21),  
Twenty two (22) and the West Seventeen (17) feet of Lot Twenty three (23) Block Forty five (45)  
Subdivision W.P. Herbert's Add. located at 3720 El Cajon Boulevard;  
That I desire to make an addition to an existing residence in the rear of a warehouse  
on the above described property with only alley frontage and 81% coverage, and have applied  
for a Yard Variance under application No. 2709, dated March 21, 1945;  
That I, in consideration of approval granted by the City of San Diego to make said  
addition on the above described property by Zoning Committee Resolution No. 922, dated April  
26, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal  
Corporation, that when an addition is made to the building on the East eight (8) feet of  
Lot Twenty three (23) and all of Lot Twenty four (24) to Twenty six (26) inclusive, Block  
Forty five (45) W.P. Herbert's Addition or this property is held in a separate ownership the  
addition to the existing residence will be removed or the building moved to comply with the  
yard requirements.  
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.

C. W. CARLSTROM

Address

On this 28 day of April A.D. Nineteen Hundred and Forty-five, before me, Marie K. Olson a Notary Public in and for said County, residing, therein, duly commissioned and sworn, personally appeared C. W. Carlstrom known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MARIE K. OLSON

(SEAL) Notary Public in and for the County of San Diego,  
My Commission expires April 27, 1947 State of California

RECORDED MAY 4 1945 46 min. past 10 A.M. in Book 1871 at page 81 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

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

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

V. OSGOOD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from C.W. Carlstrom regarding construction of addition to an existing residence; being Document No. 353518.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

#### L E A S E

THIS AGREEMENT, made and entered into this 23rd day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and L. W. BRAWNER, hereinafter called the "Lessee", WITNESSETH:

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

All of Pueblo Lot 1321; that portion of Pueblo Lot 1315 lying north of the La Jolla-Miramar Road and northeasterly from that certain tract of land leased by The City of San Diego to Floyd E. Moore, filed under Document No. 340893, in the office of the City Clerk of The City of San Diego, EXCEPTING that certain piece or parcel of land in said Pueblo Lot 1315 leased to the United States of America under City Clerk's Document No. 298037; that portion of Pueblo Lot 1322 lying easterly from the Sorrento Road; Pueblo Lot 1316, excepting that part thereof lying south from the Miramar Road; being 318 acres of land, more or less;

ALSO, Pueblo Lot 1317, those portions of Pueblo Lots 1318 and 1319 lying north from the Miramar Road, and Pueblo Lot 1351 (excepting the northerly 30 acres under lease from the City to Nathan L. Rannells filed as City Clerk's Document No. 342179), being 340 acres of land, more or less;

Excepting from the above all public highways and subject to all easements and encumbrances of whatsoever nature;

For a term of five (5) years, beginning on the 18th day of April, 1945, and ending on the 17th day of April, 1950, at the following rentals: Three Hundred Thirty-four Dollars (\$334.00) per year, payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and



possess the same as the agent of the lessee and for its account.

Tenth. Said lessee agrees to maintain and keep in repair, at his own expense, all exterior boundary line fences; provided, however, that all exterior boundary line fences constructed by said lessee shall become the property of the City upon the termination of this lease.

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 2975 (New Series) of the Council, authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,  
By F. A. RHODES  
Acting City Manager  
L. W. BRAWNER  
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 1st day of May, 1945.

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 L.W.Browner for portions of Pueblo Lots 1321, 1315 and 1317 for stock grazing purposes; being Document No. 353530.

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 existing room over a garage as a Rumpus Room

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

T. Claude Ryan, after being first duly sworn, for himself deposes and says;  
That I am the owner of the hereinafter described real property; Lots Ten (10), Eleven (11), Twelve (12) Block One hundred eighty eight (188) Subdivision Roseville, located at 3141 Xenophon Street.

That I desire to complete an existing room over a garage on the above described property and use as a Rumpus Room with only Two (2) feet between buildings and a Two (2) foot sideyard, and have applied for a Yard Variance under application No. 2766, dated April 14, 1945;

That I, in consideration of approval granted by the City of San Diego to use said Room as a Rumpus Room by Zoning Committee Resolution No. 912, dated April 26, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the room over the garage will not be used as a sleeping room or living quarters but will only be used as a Rumpus Room.

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.

T. CLAUDE RYAN  
3141 Xenophon St., S.D.

On this 30th day of April A.D. Nineteen Hundred and 45, before me, Portia Abrams a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared T. Claude Ryan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) PORTIA ABRAMS  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires May 14, 1946  
RECORDED MAY 4 1945 46 min. past 10 A.M. in Book 1859 at page 353 of Official Records,  
San Diego Cal. Recorded at request of Grantee.

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

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

M. MOREFIELD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from T. Claude Ryan regarding use of room over garage as a rumpus room; being Document No. 353541.

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

WHEREAS, The City of San Diego, a municipal corporation, is engaged in an extensive program for the cure and elimination of venereal diseases, in the interest of the preservation of public health, and is in need of additional hospital facilities to be used in the execution of such program; and

WHEREAS, The County of San Diego owns and operates a County Hospital, situated within said City of San Diego, and desires to assist in said program for the cure and elimination of venereal diseases by making available to the City of San Diego certain facilities and services of the said County Hospital; NOW, THEREFORE,

IT IS HEREBY AGREED, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", and THE COUNTY OF SAN DIEGO, hereinafter referred to as the "County", as follows:

## I.

That the County will make available for the use of venereal disease patients, at the request of the City (said request to be made in writing by the Director of Health of the City and to designate by name each patient for whom such request is made), from one to twenty beds, in such numbers and at such times as may be requested. Each such patient shall be furnished by the County with a bed and all necessary changes of bed linen, meals, nursing care, medical care, all necessary dressings, drugs, anesthetics and medicines (excepting sulfa drugs, arsenical and bismuth drugs, and penicillin), operating or delivery room if and when needed, ambulance if and when needed, and, in general, all the ordinary facilities and services of said County Hospital, if and when needed.

## II.

That the City will furnish to said County Hospital such amounts of penicillin, arsenical and bismuth drugs and sulfa drugs as may be necessary for the treatment of said patients receiving treatment at said County Hospital at the request of the City. The City will also provide the services of Venereal Disease Control Officers (duly licensed physicians and surgeons); who shall be available for consultation at the request of the Superintendent of said County Hospital, and who shall be members of the Staff of said County Hospital and shall be subject to all rules and regulations governing the Staff of said County Hospital. The City will also provide the services of a specially trained nurse to operate fever therapy machines for the treatment of said patients, if and when needed. The Venereal Disease Control Officers and the specially trained nurse shall be subject at all times, in the discharge of their respective duties as provided in this agreement, to the jurisdiction, supervision and control of the governing authorities of said County Hospital. In no event whatsoever shall the County Hospital or The County of San Diego become liable for the payment of any salary or compensation to persons whose services are furnished by the City to the County under this agreement.

## III.

In full compensation for all services, facilities and commodities to be furnished by the County, under Paragraph I, hereinabove, the City will pay to the County the sum of Six and 50/100 Dollars (\$6.50) per patient per day, for each venereal disease patient so treated at said County Hospital at the request of the City. The County will deliver to the City Manager of the City, not later than the 1st day of each month, an itemized, written statement of the amount due to the County for such services, facilities and commodities furnished at the request of the City during the first half of the preceding month, and the City will pay to the County the sum due not later than the fifth day following the delivery of said statement; and the County will deliver to said City Manager, not later than the 15th day of each month, an itemized, written statement of the amount due to the County for such services, facilities and commodities furnished at the request of the City during the second half of the preceding month, and the City will pay to the County the sum due not later than the fifth day following the delivery of said statement. The services, facilities and commodities to be furnished by the City, under Paragraph II hereinabove, shall be furnished without cost to the County.

## IV.

This contract shall take effect on the 1st day of March, 1945, and shall remain in effect for the term of four (4) months thereafter; except that either party hereto may cancel this contract by giving to the other thirty (30) days written notice of its intention so to do; such notice, if given by the County, shall be served upon the City Manager of said City; and, if given by the City, shall be served upon the Assistant Superintendent (administrative) of said County Hospital.

IN WITNESS WHEREOF, this contract is executed by the Acting City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80348 of the Council authorizing such execution, and by a majority of the Board of Supervisors of the County of San Diego, under and pursuant to resolution authorizing such execution, this 10th day of April, 1945.

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

Acting City Manager

THE COUNTY OF SAN DIEGO,  
By DEGRAFF AUSTIN

DAVID W. BIRD  
JAMES A. ROBBINS  
DAN ROSSI  
DEAN E. HOWELL

Board of Supervisors

ATTEST: J. B. MC LEES, County Clerk & ex officio  
Clerk of the Board of Supervisors  
By M. NASLAND

Deputy (SEAL)

I HEREBY APPROVE the form and legality of the foregoing Contract this 2nd day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the form of the foregoing Contract this 10 day of March, 1945.

THOMAS WHELEN, District Attorney  
of the County of San Diego

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 County of San Diego for use of County Hospital facilities by City's venereal disease cases; being Document No. 353546.

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 SIX HUNDRED NINE and no/100 DOLLARS (\$609.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 26th day of April, 1945.

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  
THE CENTURY INDEMNITY COMPANY  
By FRANKLIN T. HALE  
Attorney-in-Fact  
Surety (SEAL)

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

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

On this 26th day of April, A.D., 1945, 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 1 day of May, 1945.

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. 80889 passed and adopted on the 17th day of April, 1945, require and fix the sum of \$609.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING  
Mission Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 1st day of May, 1945, 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, 1945, to-wit: to and including May 14, 1946.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Mission Beach Lighting District No. 1", filed February 5, 1945 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 Forty-eight and 80/100 Dollars (\$1948.80) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Mission Beach Lighting District No. 1 Fund."

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Four Hundred Eighty-seven and 20/100 Dollars (\$487.20) in twelve equal monthly installments, drawn upon the Street Light Fund of said City.

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 Forty-eight and 80/100 Dollars (\$1948.80) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Nine Hundred Forty-eight and 80/100 Dollars (\$1948.80).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Four Hundred Eighty-seven and 20/100 Dollars (\$487.20), nor for any delinquency of persons or property assessed.

IN WITNESS WHEREOF, the said first party has caused these presents to be executed, and its corporate seal to be hereto attached by its proper officers thereunto duly authorized, and the said second party has caused these presents to be executed by a majority of the members of the Council of said City of San Diego, and attested by the City Clerk of said City, the day and year first hereinabove written.

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 HARLEY E. KNOX  
G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. 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 1 day of May, 1945.

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. 353553.

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, C. Earl Gustafson is the owner of northeasterly 80' of lot 48, Block 50, of Manasse and Schiller Subdivision of Pueblo Lot 1157;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of April, 1945, by C. Earl Gustafson that he will, for and in consideration of the permission granted to remove 80 feet of curbing on Crosby between Harbor Drive (Colton) and Santa Fe Tracks, adjacent to the above described property, bind \_\_\_\_\_ to, and \_\_\_\_\_ hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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. EARL GUSTAFSON  
1220 Bank of America Bldg.

(SEAL) APR 30 1945

VAL C KOCH, Notary

My Commission expires Nov. 22, 1947

STATE OF CALIFORNIA,

} ss.

County of San Diego,

On this 30th day of April, A.D. Nineteen Hundred and Forty Five, before me, Val C. Koch, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. Earl Gustafson known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Nov. 22, 1947

VAL C. KOCH  
Notary Public in and for the County of San Diego,  
State of California

I HEREBY approve the form of the foregoing agreement this 30th day of April, 1945.

J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED MAY 4 1945 46 min. past 10 A.M. in Book 1871 at page 82 of Official Records  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

V. 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 C. Earl Gustafson; being Document No. 353615.

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, Glen C. Holbert is the owner of Pueblo Lot 331 Wly of Pacific Highway, Block \_\_\_\_\_, of \_\_\_\_\_;

NOW, THEREFORE, this AGREEMENT, signed and executed this 1 day of May, 1945, by Glen C. Holbert that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Pacific Highway between Barnett Street and Kurtz Street, adjacent to the above described property, bind himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And 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.

GLEN C. HOLBERT

4350 Pacific Highway

STATE OF CALIFORNIA, )

ss.

County of San Diego, )

On this 1st day of May, A.D. Nineteen Hundred and Forty Five, before me, Gloria M. Rorig, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glen C. Holbert known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

GLORIA M. RORIG

Notary Public in and for the County of San Diego,  
State of California

(SEAL)

I HEREBY approve the form of the foregoing agreement this 3rd day of May, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 4 1945 46 min. past 10 A.M. in Book 1864 at page 166, of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

AMY SMITH

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Glen C. Holbert; being Document No. 353624.

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, John J. Merrick & Helen M. Merrick are the owners of Lots 37-38-39-40, Block 158, of Pacific Beach;

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of April, by John J. Merrick & Helen M. Merrick that we will, for and in consideration of the permission granted to remove 60 ft. feet of curbing on Emerald, between Cass and Dawes on Emerald, 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.

JOHN J. MERRICK

By HELEN M. MERRICK Attorney in Fact

HELEN M. MERRICK

1075 Law St San Diego 9, Calif.

STATE OF CALIFORNIA )

ss.

County of San Diego )

On this 25th day of April 19 1945 before me, B.W. Ferguson a Notary Public, in and for said County and State, personally appeared Helen M. Merrick known to me to be the person whose name is subscribed to the within instrument, as the Attorney in Fact of John J. Merrick and acknowledged to me that she subscribed the name of John J. Merrick thereto as principals, and her own name as Attorney in Fact.

WITNESS my hand and official seal the day and year in this Certificate first above written.

B. W. FERGUSON

Notary Public in and for the County of San Diego,  
State of California

(SEAL)

My Commission expires February 9, 1947.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 25th day of April, A.D. Nineteen Hundred and forty five, before me, B. W. Ferguson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Helen M. Merrick known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in \_\_\_\_\_, County of San Diego, State of California, the day and year in this certificate first above written.

B. W. FERGUSON

(SEAL)

Notary Public in and for the County of San Diego,

State of California.

My Commission expires February 9, 1947

I HEREBY approve the form of the foregoing agreement this 3rd day of May, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 4 1945 46 min. past 10 A.M. in Book 1871 at page 80 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

V. OSGOOD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from John J. & Helen M. Merrick; being Document No. 353625.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten DeputyC O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 16th day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and ROBERT MEALS 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One Thousand Fifty Dollars (\$1050.00) per month, to-wit:

Collection DayDistrict or Area of CollectionMonday through Friday..... Linda Vista Housing Project.

The period of this contract shall extend from April 16, 1945 to and including June 30, 1945.

(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. 80944 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 F. A. RHODES  
City Manager  
ROBERT L. MEALS  
Contractor

APR 26 1945  
Approved as to funds available  
J. McQUILKEN  
City Auditor and Comptroller  
By THEO M. FIDELER

I HEREBY APPROVE the form and legality of the foregoing Contract this 23rd day of April, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Robert Meals for collection of rubbish; being Document No. 353626.

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 16th day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and BILL NOBLE, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and 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 through	
Friday.....	DOWNTOWN AREA, west side of 7th Avenue, from "A" Street to Market Street.
Monday.....	From east side of 44th Street to west side of Euclid Avenue, from the north side of University Avenue to south side of El Cajon Avenue.
Tuesday.....	West side of Wabash Avenue to west side of 40th Street, from south side of University Avenue south to the canyons.
Wednesday.....	Mission Beach, San Juan Place to Pacific Beach Drive.
Thursday.....	Mission Beach, San Juan Place to San Diego Place.
Friday.....	East side of 28th Street to west side of 32nd Street, from north side of Imperial Avenue to south side of "A" Street.

The period of this contract shall extend from April 16, 1945 to and including June 30, 1945.

(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. 80942 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 F. A. RHODES  
City Manager  
BILL NOBLES  
Contractor

APR 26 1945 Approved as to funds available  
J. McQUILKEN

City Auditor and Comptroller

By THEO M. FIDELER

I HEREBY APPROVE the form and legality of the foregoing Contract this 23rd day of April, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Bill Nobles for collection and hauling of rubbish, being Document No. 353627.

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 16th day of April, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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. HYNUM, Jr., 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and 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.....North side of Pacific Beach Drive to the south side of Garnet Street, from Pacific Highway to the Ocean on the west. (This includes the south part of Bayview Terrace Housing Project.)  
 Tuesday.....North side of Garnet Street to Loring Street, from Pacific Highway to the east side of Noyes Street. (This route is mostly in north end of Bayview Housing Project.)  
 Wednesday....Los Altos and Pacific Beach (Navy Management) Housing Project.  
 Thursday and Friday.. Linda Vista Housing Project.

The period of this contract shall extend from April 16, 1945 to and including June 30, 1945.

(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. 80943 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 F. A. RHODES  
City Manager  
F. A. HYNUM JR.  
Contractor

APR 26 1945  
Approved as to funds available  
J. McQUILKEN  
City Auditor and Comptroller  
By THEO M. FIDELER

I HEREBY APPROVE the form and legality of the foregoing Contract this 23rd day of April, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with F. A. Hynum Jr. for collection and hauling of rubbish; being Document No. 353628.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

#### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80411 of the Council of said City, entered into an agreement with EDWIN J. SNORE, which agreement is on file in the office of the City Clerk of said City under Document No. 351718, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Edwin J. Snore; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351718, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80992 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager

EDWIN J. SNORE  
Contractor

MAY 1 1945  
Approved as to funds available  
J. McQUILKEN  
City Auditor and Comptroller  
Theo M. Fidler

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with Edwin J. Snore for collection of rubbish; being Document No. 353629.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

#### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80415 of the Council of said City, entered into an agreement with A. ARNETT, which agreement is on file in the office of the City Clerk of said City under Document No. 351719, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said A. Arnett; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351719, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81000 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

THE CITY OF SAN DIEGO  
By \_\_\_\_\_  
City Manager

ANDREW ARNETT  
Contractor

MAY 1 1945  
Approved as to funds available  
J. McQUILKEN  
City Auditor and Comptroller  
THEO M. FIDELER

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBB CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with A. Arnett for collection of rubbish; being Document No. 353631.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80409 of the Council of said City, entered into an agreement with M. H. HEISMAN, which agreement is on file in the office of the City Clerk of said City under Document No. 351726, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said M. H. Heisman; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351726, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80999 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945

Approved as to funds available  
J. McQUILKEN City Auditor and Comptroller  
THEO M. FIDELER

THE CITY OF SAN DIEGO,  
By F. A. RHODES  
City Manager  
M. H. HEISMAN  
Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney,  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with M. H. Heisman for collection of rubbish; being Document No. 353632.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80405 of the Council of said City, entered into an agreement with G. W. RIDDLE, which agreement is on file in the office of the City Clerk of said City under Document No. 351722, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said G. W. Riddle; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications; and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351722, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80998 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945

Approved as to funds available  
J. McQUILKEN  
City Auditor and Comptroller  
THEO M. FIDELER

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager  
G. W. RIDDLE  
Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with G. W. Riddle for collection of rubbish; being Document No. 353633.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 15th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80407 of the Council of said City, entered into an agreement with S. C. GOODWIN, which agreement is on file in the office of the City Clerk of said City under Document No. 351796, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said S. C. Goodwin; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications; and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351796, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80997 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945 approved as to funds available  
J. McQUILKEN City Auditor and Comptroller  
THEO M. FIDELER

THE CITY OF SAN DIEGO,  
By F. A. RHODES  
City Manager  
S. G. GOODWIN  
Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with S. C. Goodwin for collection of rubbish; being Document No. 353634.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80403 of the Council of said City, entered into an agreement with CARL C. STARLING, which agreement is on file in the office of the City Clerk of said City under Document No. 351721, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Carl C. Starling; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351721, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80996 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945 Approved as to funds available  
J. McQUILKEN, City Auditor and Comptroller  
THEO M. FIDELER

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager  
CARL STARLING  
Contractor

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with Carl C. Starling for collection of rubbish; being Document No. 353635.

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET Deputy City Attorney

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Tatten Deputy

#### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80403 of the Council of said City, entered into an agreement with FRANK SOSA, which agreement is on file in the office of the City Clerk of said City under Document No. 351723, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Frank Sosa; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351723, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80994 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945 Approved as to funds available  
J. McQUILKEN City Auditor and Comptroller  
THEO M. FIDELER

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager  
FRANK SOSA  
Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with Frank Sosa for collection of rubbish; being Document No. 353636.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80416 of the Council of said City, entered into an agreement with LeROY SIMMS, which agreement is on file in the office of the City Clerk of said City under Document No. 351720, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said LeRoy Simms; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351720, shall be and remain in full force and effect to and including the 30th day of June, 1945.



IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80993 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945 Approved as to funds available  
J. McQUILKEN City Auditor and Comptroller  
THEO M. FIDELER

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager  
LeROY SIMMS  
Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with LeRoy Simms for collection of rubbish; being Document No. 353637.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80412 of the Council of said City, entered into an agreement with H. H. CLARY, which agreement is on file in the office of the City Clerk of said City under Document No. 351725, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said H. H. Clary; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351725, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80991 of the Council authorizing such execution, and the contractor has hereunto subscribed his name; this 3rd day of May, 1945.

MAY 1 1945 Approved as to funds available  
J. McQUILKEN City Auditor and Comptroller  
THEO M. FIDELER

THE CITY OF SAN DIEGO,  
By F. A. RHODES  
City Manager  
H. H. CLARY  
Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with H. H. Clary for collection of rubbish; being Document No. 353638.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 30th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80508 of the Council of said City, entered into an agreement with F. HYNUM, which agreement is on file in the office of the City Clerk of said City under Document No. 352087, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said F. Hynum; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 352087, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80990 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945 Approved as to funds available  
J. McQUILKEN City Auditor and Comptroller  
THEO M. FIDELER

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager  
F. HYNUM  
Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with F. Hynum for collection of rubbish; being Document No. 353640.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80413 of the Council of said City, entered into an agreement with ERNEST PYLANT, which agreement is on file in the office of the City Clerk of

said City under Document No. 351724, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Ernest Pylant; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351724, shall be and remain in full force and effect to and including the 30th day of June, 1945; PROVIDED, however, that to the district or area of collection set forth in said Document No. 351724 there is hereby added the following:

"Collection Day

District or Area of Collection

"Saturday.....East side of State Street to west side of First Avenue, from north side of Grape Street to south side of Maple Street."

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81001 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945

Approved as to funds available

J. McQUILKEN City Auditor and Comptroller

THEO M. FIDELER

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

EARNEST PYLANT

Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with Ernest Pylant for collection of rubbish; being Document No. 353630.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80404 of the Council of said City, entered into an agreement with F. HYNUM, which agreement is on file in the office of the City Clerk of said City under Document No. 351717, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said F. Hynum; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351717, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80989 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 3rd day of May, 1945.

MAY 1 1945 Approved as to funds available

J. McQUILKEN City Auditor and Comptroller

THEO M. FIDELER

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

F. HYNUM

Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with F. Hynum for collection of rubbish; being Document No. 353639.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 11th day of January, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80406 of the Council of said City, entered into an agreement with T. E. HAYES, which agreement is on file in the office of the City Clerk of said City under Document No. 351727, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said T. E. Hayes; and

WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 351727, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80995 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 4th day of May, 1945.

MAY 1 1945 Approved as to funds available

J. McQUILKEN City Auditor and Comptroller

By THEO M. FIDELER

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

T. E. HAYES

Contractor

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 1st day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with T. E. Hayes for collection of City rubbish; being Document No. 353685.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tollen Deputy,

CONTRACT N52m-9375

A G R E E M E N T

THIS AGREEMENT, made and entered into this 19th day of May, 1937, by and between the City of San Diego, a municipal corporation organized and existing under and by virtue of the laws of the State of California, acting by and through its City Manager, duly authorized, and the UNITED STATES OF AMERICA, acting by and through its proper officers thereunto duly authorized, WITNESSETH:

That the said City of San Diego, for and in consideration of the covenants on the part of the said United States of America, hereinafter contained, hereby agrees to furnish the said United States of America, for the use of the United States Marine Corps, at the sites of the Marine Corps Base, Naval Operating Base, San Diego, California, The Marine Corps Rifle Range, La Jolla, California, and The Marine Corps Combat Range, Camp Kearney, San Diego, California, WATER, at and for the prices as stipulated under Ordinance No. 633, attached hereto.

Said water shall be so furnished by said City through meters to be furnished by the said United States Marine Corps, at the sites of the Marine Corps Base, San Diego, and the Marine Corps Rifle Range, La Jolla; and through meter to be furnished by said City at the site of the Marine Corps Combat Range, Camp Kearney, and said water shall be measured and charged for in accordance with the reading shown upon said meters upon the last day of each and every month during the life of this agreement.

This agreement shall continue in force for the period beginning July 1, 1937, 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 that event, said United States of America 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 rate herein agreed upon.

Said United States of America 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.

IN WITNESS WHEREOF, the City of San Diego has caused this agreement to be executed by its City Manager, and the United States of America has caused this agreement to be executed by the Depot Quartermaster, U.S. Marine Corps, San Francisco, California, this 19th day of May, 1937.

THE CITY OF SAN DIEGO

By: R. M. HALL

City Manager

THE UNITED STATES OF AMERICA

By: E. C. LONG

Lt-Col., A.Q.M., U.S.M.C.

Depot Quartermaster

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract to furnish water to United States, at Marine Corps, at various locations; being Document No. 353667.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tollen 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, Star and Crescent Oil Company, a corporation, is the owner of Lots "I" and "J", Block 56, of New San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23rd day of April, 1945, by Star and Crescent Oil Company that they will, for and in consideration of the permission granted to remove 20 feet of curbing on Front Street between Broadway and "E" 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 their heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

(SEAL)

STAR AND CRESCENT OIL COMPANY

By O. J. HALL President

Spreckels Bldg.

RAY W. PATRICK, Ass't. Secy.

STATE OF CALIFORNIA, )

) ss

County of San Diego. )

On this 23rd day of April, 1945, before me, E. Nicolson a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared O. J. Hall known to me to be the President and Ray W. Patrick known to me to be the Asst. Secretary of the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

E. NICOLSON

(SEAL)

My Commission expires Dec. 13, 1947

Notary Public in and for the County of San Diego,  
State of California



STATE OF CALIFORNIA,

) ss.

County of San Diego,

On this 23rd day of April, A.D. Nineteen Hundred and forty-five, before me, E. Nicolson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. J. Hall known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Dec. 13, 1947

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 May, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 14 1945 15 min. past 9 A.M. in Book 1869 at page 244 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

E. BAEPLER

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Star and Crescent Oil Company; being Document No. 353719.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CHAS. H. BENTON, an individual doing business under the firm name and style of BENTON ROOF & PAINT COMPANY, as Principal and AMERICAN SURETY COMPANY OF NEW YORK 100 Broadway, New York, New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED FORTY-NINE Dollars (\$949.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of May, 1945.

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: Reroofing the Ford Building in Balboa Park, 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.

CHAS. H. BENTON

An individual doing business under the firm name and style of BENTON ROOF & PAINT CO.

Principal

AMERICAN SURETY COMPANY OF NEW YORK

100 Broadway, New York, New York

By RALPH E. SMITH Attorney-in-fact

Sureties (SEAL)

ATTEST: NOVELLA L. HARRIS

STATE OF CALIFORNIA

) ss.

County of San Diego

On this 7th day of May in the year One Thousand Nine Hundred and Forty-Five before me Marie Clayton 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.

MARIE CLAYTON

(SEAL)

My Commission expires Feb. 21, 1948

Notary Public in and for the County of San Diego

State of California

I HEREBY APPROVE the form of the foregoing Bond this 9th day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 10 day of May, 1945.

F. A. RHODES

City Manager

The rate of premium on this bond is \$7.50 per thousand on the contract price. Total amount of premium charged, \$28.45. Executed in triplicate.

KNOW ALL MEN BY THESE PRESENTS, That CHAS. H. BENTON, an individual doing business under the firm name and style of BENTON ROOF & PAINT COMPANY, as Principal and AMERICAN SURETY COMPANY OF NEW YORK 100 Broadway, New York, New York a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND EIGHT HUNDRED NINETY-SEVEN Dollars (\$1,897.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of May, 1945.

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 reroofing of the Ford Building in Balboa Park, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 352707.

WHEREAS, the aforesaid penal sum of One Thousand Eight Hundred Ninety-seven Dollars (\$1897.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5 of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

CHAS. H. BENTON

Principal

AMERICAN SURETY COMPANY OF NEW YORK

100 Broadway, New York, New York

By RALPH E. SMITH Attorney-in-fact

Surety (SEAL)

ATTEST: NOVELLA L. HARRIS

STATE OF CALIFORNIA

ss.

County of San Diego

On this 7th day of May in the year One Thousand Nine Hundred and Forty-Five before me Marie Clayton 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.

MARIE CLAYTON

(SEAL)

Notary Public in and for the County of San Diego

My Commission expires Feb. 21, 1948

State of California

The premium charged for this bond is included in the Faithful Performance Bond. Executed in triplicate.

I HEREBY APPROVE the form of the foregoing bond this 9th day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 10th day of May, 1945.

F. A. RHODES

City Manager

#### CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 7th day of May, 1945, by and between 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 CHAS. H. BENTON, an individual doing business under the firm name and style of BENTON ROOF & PAINT COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The reroofing of the Ford Building in Balboa Park, in the City of San Diego, California, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 352707.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Three Thousand Seven Hundred Ninety-three Dollars (\$3793.00).

Said contractor agrees to commence said work within 15 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within thirty (30) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Three Thousand Seven Hundred Ninety-three Dollars (\$3793.00), said payments to be made as follows: Upon completion of the work above described, and the acceptance of the same by the City Manager, 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 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 City Manager of said City. Further, that he will protect from the elements all of the materials and supplies to be used in the performance of said work, and in case of damage to any portion of said work or materials or supplies to be used in the performance of said work by reason of accident, the action of the elements, or any other cause whatsoever, before the final acceptance of said work, the contractor will repair or replace such damage, at his own cost and expense.

The work shall be conducted under the immediate supervision of the City Manager, 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 City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of said City Manager 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.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8-Hour Day</u>
Carpenters, journeymen.....	\$ 10.80
Electricians.....	13.60
Laborers, building.....	7.00



Laborers, unskilled..... 7.00  
Tarmen and mortarman..... 8.00  
Painters, brush..... 10.80  
Plasterers..... 13.00  
Plasterers' tenders..... 11.80  
Roofers..... 10.00  
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 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.

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 City Manager 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, this contract is executed by the Acting City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 80936 of the Council authorizing such execution, and the contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

CHAS. H. BENTON

AN INDIVIDUAL DOING BUSINESS UNDER THE FIRM NAME AND STYLE OF BENTON ROOF & PAINT COMPANY

Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 9th day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Benton Roof & Paint Company for reroofing the Ford Building in Balboa Park; being Document No. 353781.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That GEO. V. BLACK and FRED L. SOUTHER, co-partners, doing business under the firm name and style of SOUTHERN MACHINERY COMPANY, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED THIRTY-FIVE DOLLARS (\$935.00), lawful money of the United States of 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 8th day of May, 1945.

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 - GK-105 Ingersoll Rand Standard portable compressor, less running gear with electric starter; and
- 1 - D-85 Ingersoll Rand deluxe portable compressor, mounted on 2 - 16 x 6.00 drop center wheels, less tires and tubes, with starting equipment,

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.

GEO. V. BLACK

FRED L. SOUTHER

ATTEST: \_\_\_\_\_ co-partners, doing business under firm name and style of SOUTHERN MACHINERY COMPANY.

Principal

GREAT AMERICAN INDEMNITY COMPANY

By L. DOSTER

By E. K. JAMES

Attorneys-in-fact

(SEAL)

Sureties

STATE OF CALIFORNIA

ss.

County of San Diego

On this 8th day of May in the year one thousand nine hundred and forty-five, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster and E. K. James known to me to be the Attorneys-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the persons who executed it on behalf of the Corporation therein named, and they acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

R. L. PAINE

(SEAL) My Commission will expire

Notary Public in and for the County of San Diego

Jan. 12, 1946

State of California

I HEREBY APPROVE the form of the foregoing Bond this 10th day of May, 1945.  
J. F. DuPAUL, City Attorney  
By J. H. McKINNEY  
Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 11th day of May, 1945.  
F. A. RHODES  
City Manager

### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 8th day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GEO. V. BLACK and FRED L. SOUTHER, co-partners, doing business under the firm name and style of SOUTHERN MACHINERY COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City:

- 1 - GK-105 Ingersoll Rand Standard portable compressor, less running gear, with electric starter; and
- 1 - D-85 Ingersoll Rand deluxe portable compressor, mounted on two 16 x 6.00 drop center wheels, less tires and tubes, with starting equipment,

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 353161.

Delivery f.o.b. City shops at 20th and B Streets, San Diego, California, 16 weeks from and after the date of execution of this contract.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

- |   |           |                  |
|---|-----------|------------------|
| 1 - GK-105 Ingersoll Rand std. portable compressor..... | \$1946.00 |                  |
| Plus California State Sales Tax.....                    | 48.65     | \$1994.65        |
| 1 - D-85 Ingersoll Rand deluxe portable compressor..... | 1701.00   |                  |
| Plus California State Sales Tax.....                    | 42.53     | 1743.53          |
|   |           | <u>\$3738.18</u> |

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by them to be performed, and the acceptance of said work by said City, will pay said contractor in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Three Thousand Seven Hundred Thirty-eight and 18/100 Dollars (\$3738.18), said payments to be made as follows: Upon delivery of said material, and the acceptance of the same by the City Manager of said City, 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, final payment will be made, at such time, and in such manner as provided by law, of any balance 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 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. 80977 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager

ATTEST: \_\_\_\_\_  
 GEO. V. BLACK  
 FRED L. SOUTHER  
 Co-partners, dba SOUTHERN MACHINERY COMPANY  
 Contractor  
 I hereby approve the form and legality of the foregoing contract this 10th day of May, 1945.  
 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 Machinery Company for furnishing two air compressors; being Document No. 353815.

FRED W. SICK  
 City Clerk of the City of San Diego, California  
 By Francis T. Tatten Deputy

### CONTRACT

THIS AGREEMENT, made and entered into this 10th day of May, 1945, 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, First Party, and CARL R. RANKIN, of San Diego, California, Second Party, WITNESSETH:

THAT WHEREAS, the City has undertaken an extensive survey and investigation of the water supply sources and is preparing to do a large amount of work in enlarging the system to meet the water needs of the City, and desires in that connection to retain the services of Second Party as a Consulting Engineer; and

WHEREAS, Second Party is willing to render such services to the City to the extent and for the compensation hereinafter stated;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein-after recited, the City does hereby agree to employ the Second Party as a Consulting Engineer in the conduct of the City's investigations, surveys and construction work, and said Second Party does hereby accept employment in said capacity, and agrees to render the professional services required of him by the City on the following terms and conditions, to-wit:

The City shall pay to the Second Party a retainer fee of Two Thousand Five Hundred Dollars (\$2,500.00), one-fourth of which shall be payable upon the execution of this contract, and the balance shall be payable in equal installments, i.e., payable in three, six and nine months thereafter. Said retainer shall entitle the City to the professional services of Second Party as a Consulting Engineer for Fifty (50) days, which services shall be performed during the year commencing on the 20th day of May, 1945, and ending on the 20th day of May, 1946. If the City shall require the services of Second Party for more than said Fifty (50) days during the year Second Party shall render the same as requested for a compensation of Fifty Dollars (\$50.00) per day. In addition to said retainer and per diem fee Second Party shall be compensated for his traveling and subsistence expenses when his services to the City require him to be outside of The City of San Diego.

It is understood and agreed that all detailed surveys, drafting and stenographer work will be performed by The City of San Diego under the direction, however, of Second Party in his capacity as Consulting Engineer, and that office space and equipment for performing the above work will be provided by The City of San Diego.

Subject to the foregoing limitations the City Manager shall designate the times and places for the rendition of said services by Second Party, as well as the kind or nature of the engineering service to be rendered.

IN WITNESS WHEREOF, this Agreement is executed on behalf of The City of San Diego by the City Manager, pursuant to the authority so to do contained in Resolution No. 80694, adopted by the City Council on the 6th day of March, 1945, and the second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
 By F. A. RHODES  
 City Manager

CARL R. RANKIN  
 Second Party

I hereby approve the form and legality of the foregoing Contract, this 11th day of May, 1945.

J. H. McKINNEY  
 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 further 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 \$2,500.00

Dated May 7th 1945

J. McQUILKEN  
 Auditor and Comptroller of the City of San Diego, California  
 THEO. M. FIDELER

To be paid out of Local Water Investigation Fund (243)

Memo CARL R. RANKIN Consulting Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Carl R. Rankin for services as Consulting Engineer; being Document No. 353828.

FRED W. SICK  
 City Clerk of the City of San Diego, California  
 By Francis T. Tatten Deputy

### AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 16th day of February, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80554 of the Council of said City, entered into an agreement with Edwin J. Snore, which agreement is on file in the office of the City Clerk of said City under Document No. 352326, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Edwin J. Snore; and



WHEREAS, the aforesaid agreement is about to expire, and the parties thereto desire to extend the said agreement, with certain modifications, and have mutually consented thereto; NOW, THEREFORE,

IT IS HEREBY AGREED that each and all of the covenants, terms, provisions and conditions contained in the said agreement, Document No. 352326, shall be and remain in full force and effect to and including the 30th day of June, 1945.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81028 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 11 day of May, 1945.

MAY 10 1945

Approved as to funds available

J. McQUILKEN City Auditor and Comptroller

THEO M. FIDELER

I HEREBY APPROVE the form and legality of the foregoing "Agreement Extending Contract" this 2nd day of May, 1945.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

EDWIN J. SNORE

Contractor

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with Edwin J. Snore for collection of rubbish; being Document No. 353829.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tiller 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 7th day of May, 1945.

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.

ATTEST: J. A. CANNON  
(SEAL) Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY  
Vice President in Charge of Sales  
Principal

THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS  
Attorney-in-Fact

Surety

ATTEST: \_\_\_\_\_  
(SEAL)

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 7th day of May, A.D., 1945, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State

My Commission expires Oct. 3, 1945

I hereby approve the form of the foregoing Undertaking this 12th day of May, 1945.

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. 80928 passed and adopted on the 24th day of April, 1945, 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 15th day of May, 1945, 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;

CRESITA DRIVE, for its entire length.

Such furnishing of electric current shall be for a period of one year from and including June 1, 1945, to-wit, to and including May 31, 1946.

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 February 6, 1945, 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  
(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  
G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. G. DAIL  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK City Clerk  
By AUGUST M. WADSTROM  
(SEAL) Deputy

I hereby approve the form of the foregoing Contract, this 12 day of May, 1945.

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. 353832.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

#### LEASE

THIS INDENTURE OF LEASE, made in duplicate, this 1st day of May, 1945, by and between HAROLD SCOTT, San Diego, California, party of the first part, hereinafter called the "Lessor", and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, hereinafter called the "Lessee", WITNESSETH:

WHEREAS, 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, 1945, to and including the 30th day of April, 1946, 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 Acting City Manager as and for the act of said City, pursuant to Resolution No. 80982 authorizing such execution, the day and year first hereinabove written.

HAROLD SCOTT

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

STATE OF CALIFORNIA,

ss.

County of San Diego.

On this 10th day of May, 1945, before me August M. Wadstrom, 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.

AUGUST M. WADSTROM

(SEAL)

Notary Public in and for said County and State

I HEREBY APPROVE the form and legality of the foregoing Lease this 11th day of May, 1945

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

MAY 12 1945 Approved as to funds available

J. McQUILKEN City Auditor and Comptroller

THEO M. FIDELER

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Harold Scott for portion Block 79 Ocean Beach for recreation center; being Document No. 353845.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### BILL OF SALE

Project No. Calif. 4-140-F

This BILL OF SALE made on the 12th day of April, 1945, by and between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting by and through the Federal Works Administrator (hereinafter called the "Administrator"), and THE CITY OF SAN DIEGO, San Diego County, California (hereinafter called the "Buyer"):

WHEREAS, pursuant to the provisions of Public Law No. 849, 76th Congress, approved October 14, 1940, as amended by Public Law 42, 77th Congress, approved April 29, 1941, Public Law 137, 77th Congress, approved June 28, 1941, Public Law 409, 77th Congress, approved January 21, 1942, Public Law 522, 77th Congress, approved April 10, 1942, Public Law 119, 78th Congress, approved July 7, 1943, Public Law 150, 78th Congress, approved July 15, 1943, and Public Law 279, 78th Congress, approved April 1, 1944 (hereinafter called the "Act"), the Government has acquired certain materials under its Project No. California 4-140-F, and it now appears to be in the best interest of the Government to sell said materials to the Buyer; and

WHEREAS, the Buyer covenants and agrees to install the useable property at its own expense and thereafter will continue its use for the purpose for which the property was intended and delivered to the Buyer, namely: for the construction of the Thorn Street Water Transmission Feeder Main in San Diego, California;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That the Government, in consideration of the premises and the payment to it by the Buyer of One (\$1.00) Dollar, and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby sell and convey unto the Buyer without any warranty, express or implied, the following described materials:

Corral Hollow Pipe - 36" diameter - 4,955 lineal feet  
Corral Hollow Pipe - 40" diameter - 344 lineal feet  
Corral Hollow Pipe - 44" diameter - 5,496 lineal feet.

IN WITNESS WHEREOF, The Government has caused these presents to be executed in its name by the Administrator and the seal of the Federal Works Agency to be affixed the day and year first above written.

ATTEST: MAUDE E. LYLES

(SEAL)

UNITED STATES OF AMERICA FEDERAL WORKS AGENCY

By Philip B. Fleming

Federal Works Administrator



UNITED STATES OF AMERICA

District of Columbia

I, Maude E. Lyles, a Notary Public, in and for the District of Columbia, and as such officer authorized to take acknowledgments, do hereby certify that Philip B. Fleming, Federal Works Administrator, personally known to me to be the person and officer whose name is subscribed to the foregoing instrument, appeared before me and acknowledged the said instrument to be his free act and deed in his said capacity and the free act and deed of the said United States of America for the purposes therein expressed, and the seal thereto affixed is the seal of the Federal Works Agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in Washington, D.C., this 12th day of April, 1945.

MAUDE E. LYLES

Notary Public District of Columbia

(SEAL)

My commission expires: Oct. 15, 1948

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Bill of Sale from United States Federal Works Agency for corral hollow pipe for use on Thorn Street water main; being Document No. 353852.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

RELEASE OF CLAIMS

WHEREAS, the Federal Works Agency was the owner of a certain lot of pipe, valves, fittings, etc., commonly known as the "Corral Hollow pipe", and said Federal Works Agency caused said Corral Hollow pipe to be stored on premises belonging to the American Pipe and Construction Co., at Los Angeles, California; and there have heretofore accrued in favor of said American Pipe and Construction Co. and against said Federal Works Agency certain charges for the storage and handling of said pipe; and

WHEREAS, The City of San Diego, California, has purchased said Corral Hollow pipe from said Federal Works Agency, and is now the owner thereof; and

WHEREAS, The City of San Diego has paid to said American Pipe and Construction Co. the sum of Fifteen Hundred Forty-six and 21/100 Dollars (\$1,546.21), receipt of which is hereby acknowledged, on condition that said sum be accepted in full settlement of all claims and demands of every kind and nature against said Federal Works Agency and/or said City of San Diego in any way pertaining to or growing out of any services rendered by the American Pipe and Construction Co. with reference to said Corral Hollow pipe; NOW, THEREFORE,

The American Pipe and Construction Co. does hereby forever release, remise and quit-claim any and all claims and demands which it may at this time have against said Federal Works Agency and/or against said City of San Diego in any way pertaining to or growing out of the said Corral Hollow pipe and/or any services rendered by the American Pipe and Construction Co. with reference to said Corral Hollow pipe.

Executed at Los Angeles, California, this 14th day of April, 1945.

AMERICAN PIPE AND CONSTRUCTION CO.,

By ROBERT W. EDWARDS (SEAL)

Vice President

ATTEST J. M. MAC ADAM  
Secretary

STATE OF CALIFORNIA,

County of Los Angeles

On this 14th day of April, A.D., 1945, before me, Florence E. Roach a Notary Public in and for the said County and State, personally appeared Robert V. Edwards, known to me to be the Vice President, and J. M. MacAdam, known to me to be the Secretary of American Pipe and Construction Co. the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

FLORENCE E. ROACH

Notary Public in and for the County of Los Angeles,  
State of California

My Commission expires April 26, 1948

I HEREBY APPROVE the form of the foregoing Release of Claims this 13th day of April, 1945.

J. F. DuPAUL, City Attorney,

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release of Claims from American Pipe and Construction Company for storage and handling charges for Corral Hollow pipe; being Document No. 353853.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

NEGOTIATED AGREEMENT

DSW W04-193-eng-5843

LICENSE FOR INSTALLATIONS UPON RIGHT-OF-WAY

THIS AGREEMENT, made this 29th day of March, 1945, by and between The City of San Diego, a Municipal Corporation, hereinafter called the "Licensor" and United States of America, hereinafter called the "Government", WITNESSETH:

THAT, for and in consideration of the sum of One and 00/100 Dollars (\$1.00) and other good and valuable considerations the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants, promises, and agreements herein made, the Licensor hereby grants to the Government a license to construct, operate, maintain, renew, and remove a right of way for disposal of effluent and for construction and maintenance of culvert road crossing, along, across, beneath, and over the right-of-way and property of the Licensor at the following location, viz:

Portions of Pueblo Lots 1326, 1327 and 1329 of the Pueblo Lands of San Diego, according to map thereof made by James Pascoe in the year 1870, a copy of which is filed in the office of the County Recorder of San Diego County, California as Miscellaneous Map No. 36, more particularly described as follows:

A strip of land 200 feet in width, being 100 feet on each side of the following described center line: Beginning at a point in the southeasterly line of Pueblo Lot 1359 of

said Pueblo Lands, distant therealong 960 feet northeasterly from the southwesterly corner of said Pueblo Lot 1359, said point of beginning being also a point in the northwesterly line of said Pueblo Lot 1329; thence southwesterly in a direct line to a point in the northerly line of said Pueblo Lot 1327 distant therealong 1406 feet westerly from the northeasterly corner of said Pueblo Lot 1327; thence continuing southwesterly in a direct line to a point in the easterly line of said Pueblo Lot 1326 distant therealong 800 feet southerly from the northeasterly corner of said Pueblo Lot 1326; thence westerly at right angles to the easterly line of said Pueblo Lot 1326, a distance of 885 feet to a point; thence southerly along a line parallel with and distant 885 feet at right angles from the easterly line of said Pueblo Lot 1326, a distance of 500 feet to a point.

The side lines of said strip of land shall be prolonged or shortened so as to terminate in the northwesterly line of said Pueblo Lot 1329.

In the County of \_\_\_\_\_, State of \_\_\_\_\_, as shown on attached sketch marked \_\_\_\_\_, for use in connection with a War Department establishment known as Camp Callan, California, and upon the following terms, provisions, and conditions:

I. All installations placed upon said right-of-way by the Government shall be and remain the property of the Government and may be removed therefrom by the Government at any time.

II. The construction, operation, maintenance, renewal, and removal of said installations shall be accomplished by the Government at its sole cost and expense and in such a manner as will at all times enable the Licensor to use the surface of the right-of-way.

III. In the event of any future alterations of the property of the Licensor or of the line or grade of the right-of-way necessitating changes in said installations, the Government will make such changes in its installations as may be necessary in connection with said alterations.

IV. The Licensor shall not be liable for damages to property or injuries to persons arising from the construction, operation, maintenance, renewal, or removal of said installations by the Government.

V. This agreement, with the rights and privileges herein granted, shall be subject to cancellation or termination by mutual agreement of the parties, or by either party upon sixty days' written notice to the other; or in the event the terms and conditions hereof are not fulfilled, or in the event the Government abandons the use of the premises for the purposes herein granted. In either of the latter two events, cancellation may be effected by either party hereto upon thirty (30) days' written notice to the other; and upon the expiration of said thirty (30) days after service of such notice, this agreement and the rights and privileges hereby granted, as well as the obligations hereby imposed upon the parties, shall absolutely cease and determine.

VI. The Government hereby covenants and agrees that on or before the termination of this license, it will remove said installations and the appurtenances connected therewith from the premises of the Licensor and restore said premises to the condition existing at the time of entering upon the same under this license, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control excepted.

VII. All expenditures to be made by the Government under the provisions of this agreement shall be subject to appropriations being available for the purpose.

VIII. 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.

IX. The Licensor warrants that he has not employed any person to solicit or secure this license upon any agreement for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the license or, in its discretion, to deduct from the license price or consideration the amount of such commission, percentage, brokerage or contingent fees. This warranty shall not apply to commissions payable by Licensors upon licenses or sales secured or made through bona fide established commercial or selling agencies maintained by the Licensor for the purpose of securing business.

X. This License, however, shall not be construed as in any way licensing, authorizing or permitting the commission of a nuisance, or the creation or maintenance of any conditions which are offensive to the senses or unsanitary.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be properly executed by their duly authorized representatives as of the day and year first above written.

THE CITY OF SAN DIEGO,  
A Municipal Corporation  
By F. A. RHODES  
Its Acting City Manager

ATTEST: FRED WICKSICK  
Its City Clerk (SEAL)

UNITED STATES OF AMERICA  
By DAVID S. WALKER  
Chief, Leasing & Claims Branch Contracting Officer

WITNESSES:  
A. E. CURTIS  
B. BLEW

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of License for installations upon right of way from United States War Department for disposal of effluent; being Document No. 353863.

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 2nd day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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. HYNUM, SR., 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 City garbage, from the curbs and sidewalks within the areas or districts, and 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 and Thursday.....	Starting at the northwest corner of Redwood and Union Streets, north along canyon rims to Puterbaugh Street; north on Puterbaugh Street to Andrews Street; west on Andrews Street to La Jolla Avenue; north on La Jolla Avenue to Ampudia Street; west on Ampudia Street to Pacific Highway; south on Pacific Highway to Redwood Street, and west on Redwood Street to Union Street; Ampudia Street to Harney Street, from Pacific Highway to Juan Street; Harney Street to San Diego River, from Pacific Highway to Presidio Drive.
Monday only.....	Starting at San Diego River on the south, all territory east of Pacific Highway to northeasterly line of Hueneme Street, Everview Road, Gardenia Ave., and Littlefield Str. to intersection of Pacific Highway and Littlefield Street on the north.
Tuesday.....	Federal Boulevard to Division Street, from Boundary Street east to City limits; Federal Boulevard to Ocean View Boulevard, from Bancroft Street to Boundary Street.
Wednesday.....	Imperial Avenue to Ocean View Boulevard, from 32nd Street to Bancroft Street; Ocean View Boulevard to Division Street, from 32nd Street to Boundary Street.
Thursday.....	Presidio Homes Housing Project.
Friday.....	Chollas View Housing Project.

The period of this contract shall extend from April 16, 1945 to and including June 30, 1945.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego. In dumping garbage 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 garbage 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. 81251 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 F. A. RHODES

City Manager

F. A. HYNUM SR.

Contractor

MAY 10 1945 approved as to funds available.

J. McQUILKEN

City Auditor and Comptroller

THEO M. FIDELER

I HEREBY APPROVE the form and legality of the foregoing Contract this 2nd day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with F. A. Hynum Sr. for collection and removal of garbage; being Document No. 353906.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

20 April 1945

Change Order, Modification No. A

Termination of Service

The City of San Diego Water Dept.

164 Civic Center

San Diego, California

Gentlemen:

Contract No. W 04-362E(SC-IX)-43, and any amendments or modifications thereto, for furnishing water service to Government leased property at 3649 India Street, San Diego, California is hereby cancelled effective 1 May 1945.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and five remaining copies returned to the undersigned.

Very truly yours

M. E. HAY

Captain, Corps of Engineers, Contracting Officer

(Successor to Major H. W. Schmidt)

Receipt of the above notice is hereby acknowledged this 26th day of April, 1945.

By R. A. CAMPBELL

Title Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Change Order cancelling Army Contract W04-362E(SC-IX)-43 for water service to 3649 India Street; being Document No. 353914.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

20 April 1945

Change Order, Modification No. A

Termination of service

City of San Diego Water Dept.

164 Civic Center

San Diego, California

Gentlemen:

Contract No. W 04-362E(SC-IX)-93, and any amendments or modifications thereto, for furnishing water service to Government leased property at 2900 6th Avenue, San Diego, California is hereby cancelled effective 1 May 1945.

Please acknowledge receipt of this notice of termination on all copies of this letter in the space provided below. One copy of this notice should be retained for your files and the original and five remaining copies returned to the undersigned.

Very truly yours

M. E. HAY

Captain, Corps of Engineers, Contracting Officer

(Successor to Major H. W. Schmidt)

Receipt of the above notice is hereby acknowledged this 26th day of April, 1945.

By R. A. CAMPBELL

TITLE Sup't., Division of Accounts

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Change Order cancelling army contract for water service to 2900 Sixth Avenue; being Document No. 353915.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

#### OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 7th day of May, 1945, 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:

ENCIMA	Date Sold	Cert.	Date Deeded	Deed
DE SAN DIEGO:	to State	No.	to State	No.
Lot 22 (Ex. Street)	6/30/30	53748	8/1/35	1515
" 41	6/29/31	53358	7/1/36	2099
" 28	6/29/29	107430	8/1/34	12095
" 155 (Ex. Street)	6/30/30	53776	8/1/35	1527
" 156 "	6/30/30	53776	8/1/35	1527
<u>CRIPPEN'S ADD.</u>				
Lot 14, Block 1	6/29/29	103577	8/1/34	11961
Lot 15, Block 1	6/29/29	103577	8/1/34	11961
Lot 18, Block 1	6/29/29	79070	8/1/34	11699
Lot 19, Block 1	6/29/29	79070	8/1/34	11699
<u>EMPIRE ADDITION TO ENCANTO HEIGHTS</u>				
Lot 193	6/30/28	42708	9/1/33	4695
Lot 194	6/30/28	42708	9/1/33	4695

RANCHO EX-MISSION HORTON'S PURCHASE:

The east 168 feet of the north quarter of Lot 48	6/30/30	60348A	8/1/35	1907
The east 66 feet of the west 439.25 feet of the north 200 feet of the south 230 feet of Lot 42 and the east 66 feet of the west 505.25 feet of the north 200 feet of the south 230 feet of Lot 42	6/29/31	60478	7/1/36	2394

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 May 7, 1945 (As of date of Execution of Agreement)	2nd Payment May 7, 1946 (Anniversary Date of Agreement)	3rd Payment May 7, 1947 (2nd Anniversary Date of Agreement)	Final Payment (Upon exercise of option)
<u>ENCIMA DE SAN DIEGO:</u>				
Lot 22 (Ex. Street)	\$ .50	\$ .50	\$ .50	\$10.00
Lot 41	.50	.50	.50	10.00
Lot 28	.50	.50	.50	10.00
Lot 155 (Ex. Street)	.50	.50	.50	10.00
Lot 156 (Ex. Street)	.50	.50	.50	10.00
<u>CRIPPEN'S ADD:</u>				
Lot 14, Block 1	2.00	2.00	2.00	10.00
Lot 15, Block 1	2.00	2.00	2.00	10.00
Lot 18, Block 1	2.00	2.00	2.00	10.00
Lot 19, Block 1	2.00	2.00	2.00	10.00
<u>EMPIRE ADDITION TO ENCANTO HEIGHTS:</u>				
Lot 193	6.00	6.00	6.00	50.00
Lot 194	6.00	6.00	6.00	50.00
<u>RANCHO EX-MISSION HORTON'S PURCHASE:</u>				
The east 168 feet of the north quarter of Lot 48	20.00	20.00	20.00	50.00
The east 66 feet of the west 439.25 feet of the north 200 feet of the south 230 feet of Lot 42; and the east 66 feet of the west 505.25 feet of the north 200 feet of the south 230 feet of Lot 42	30.00	30.00	30.00	100.00

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 cancelled, and shall not in that event be due or owing to said County.

4. 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; provided, further, that said City shall also have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from

which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code; except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. 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.

6. 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 resolution duly passed and adopted on the 7th day of May, 1945, has caused this agreement to be executed in quadruplicate, and the City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 80768, adopted on the 20th day of March, 1945, and Resolution No. 80820, adopted on the 3rd day of April, 1945, the day and year first hereinabove written.

BOARD OF SUPERVISORS OF THE COUNTY  
OF SAN DIEGO, STATE OF CALIFORNIA  
By DAVID W. BIRD

Chairman (SEAL)

ATTEST:

J. B. MC LEES, County Clerk and  
Ex-officio Clerk of the Board  
of Supervisors.

By VLASTA R. RUCKER

Deputy

THE CITY OF SAN DIEGO  
by F. A. RHODES

Acting 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 4-26-45

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 approves said agreement.

Dated May 14th, 1945

HARRY B. RILEY, Controller of  
the State of California

(SEAL)

By BERT FOSTER

Deputy

APPROVED as to form

Date 4/30/45

THOMAS WHELAN, District Attorney in and  
for the County of San Diego, State of California

By CARROLL H. SMITH

Deputy

Date April 25 1945

J. F. DuPAUL, City Attorney

THOMAS J. FANNING,

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax Deeded Lands in Encima de San Diego, Empire Addition to Encanto Heights et al., being Document No. 353922.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

B-230664

KNOW ALL MEN BY THESE PRESENTS, That SMITH BOOTH USHER COMPANY, as Principal and GLOBE INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND SEVEN HUNDRED SEVEN HUNDRED SEVENTY-ONE and no/100 Dollars (\$1771.00), lawful money of the United States of 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 May, 1945.

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 - Cleveland Model #110, gasoline engine powered trenching machine with 16" crawlers and equipped with 14 - 10" buckets, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

SMITH BOOTH USHER COMPANY (SEAL)  
C. E. BAKER Pres.

Principal

GLOBE INDEMNITY COMPANY (SEAL)  
E. L. COLE Attorney in Fact  
Sureties

ATTEST: F. B. WHITTAM Sec'y

The premium charged for this bond is  
8.85 Dollars for the term thereof



STATE OF CALIFORNIA,

County of Los Angeles.

ss.

On this 15th day of May in the year 1945, before me, L. Hollingshead, a Notary Public in and for the County and State aforesaid, personally appeared E. L. Cole known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney in Fact of Globe Indemnity Company and acknowledged to me that he subscribed the name of the said Company thereto as Surety, and his own name as Attorney in Fact.

L. HOLLINGSHEAD

(SEAL)

Notary Public in and for said County and State

My Commission expires May 14, 1948

I HEREBY APPROVE the form of the foregoing Bond this 17 day of May, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 18 day of May, 1945.

F. A. RHODES

City Manager

## CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 15th day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and SMITH BOOTH USHER COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City: 1 - Cleveland Model #110, gasoline engine powered trenching machine with 16" crawlers and equipped with 14 - 10" buckets, minimum cutting width 15", maximum cutting width 20", weight 12,000#, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 353162. Shipment 120 days after receipt of order.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

1 - Cleveland Model #110 trenching machine.....	\$7,050.00
Less 2% discount, payment 30 days.....	141.00
	\$6,909.00
Plus California State Sales Tax.....	172.72
	\$7,081.72

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Seven Thousand Eighty-one and 72/100 Dollars (\$7,081.72), 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, when the terms of the contract shall have been duly 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, final payment will be made, at such time, and in such manner as provided by law, of any sums 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. 80976 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers

thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

SMITH BOOTH USHER COMPANY

(SEAL)

C. E. BAKER Pres.

Contractor

ATTEST: F. B. WHITTAM, Sec'y

I hereby approve the form and legality of the foregoing contract this 17th day of May, 1945.

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 Smith Booth Usher Company for furnishing one Cleveland Model #110 trenching machine and equipment; being Document No. 353972.

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. 4-654-F

The United States of America (herein called the "Government") hereby leases to 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 fire fighting 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 the term of one year from the date hereof. 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 a fire station, having a two-truck apparatus room, an eight-man dormitory, and an auxiliary room, in the City of San Diego, County San Diego, State of California, more particularly described as follows:

Lands including rights in lands, acquired by the Government, the jurisdiction of which will be transferred from the Federal Public Housing Authority to the Federal Works Agency, the detailed description of said land and interests in lands being as follows:

That portion of Loma Park War Trailer Project, Calif. 4680 in Pueblo Lot 242 described as follows:

Beginning at the southwesterly corner of said Project Cal. 4680: Thence N 36° 04' 50"E a distance of 60 feet; Thence S 53° 51' 25" E, a distance of 85 feet; Thence S 36° 04' 50"W a distance of 60 feet; Thence N 53° 51' 25" W, a distance of 85 feet to the point of beginning, 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) If the Leased Property is to be operated on a revenue-producing basis, it will establish, maintain and collect fair, just and reasonable rates and charges for the commodities and services supplied and made available by the Leased Property;

(e) It will pay to the Government, not less often than once every three months, all revenue derived from the operation of the Leased Property in excess of the reasonable cost of operation and maintenance thereof;

(g) It will keep, in a form approved by the Government, proper books, records and accounts (separate from all other books, records and accounts) in which complete and correct entries shall be made of all transactions relating to the Leased Property, will furnish to the Government, periodically as requested, complete operating and financial statements of the Leased Property, in reasonable detail and certified by the fiscal officer of the Lessee, and will permit the Government at any reasonable time to enter upon, inspect, and exhibit the Leased Property and, for the purpose of ascertaining that the Lessee is complying with the covenants and agreements hereunder, to examine the books, records and accounts of the Lessee pertaining to the Leased Property; and

(h) 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 18 1945

ATTEST: MAUDE E. LYLES

UNITED STATES OF AMERICA  
By PHILIP B. FLEMING  
Federal Works Administrator

ATTEST: A. E. CURTIS  
B. BLEW

CITY OF SAN DIEGO  
By F. A. RHODES  
Acting City Manager

Lessee

#### 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 13th day of March, 1945; 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 14, 1945  
(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 17, 1945

(Signed) by J. F. DuPAUL, City Attorney  
B. L. COMPARET, Deputy  
Attorney for Lessee

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease from United States for fire station at Loma Park War Trailer Project; being Document No. 353989.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatters Deputy

#### NOTICE OF RENEWAL

AP1-2125  
May 16 1945

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, 1945, and ending with June 30, 1946, 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.

Approved May 22 1945  
F. A. RHODES

City Manager

Very truly yours,  
MACHEY 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 Notice of Renewal of Lease by United States Department of Agriculture for 64.82 acres of land; being Document No. 354017.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatters Deputy

#### FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 21st day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and American Pipe and Construction Co. party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule, attached hereto, and by this reference made a part hereof, 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 furnish all labor, tools, equipment, transportation and other expenses



necessary or incidental to the construction, completion and installation of Thorn Street Pipe Line in The City of San Diego, California, 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 said City on the 17th day of April, 1945, marked Document No. 353298, that true copies of said plans and specifications; together with true copies of Notice to Contractor, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as the City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Sections 1810 to 1816, both inclusive, of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Sections of the Labor Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Article 4 of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor; contrary to the provisions of said statute, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

Trade or Occupation	Per Diem Wages 8 Hours
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.00
Caulker	9.00
Carpenter, Journeyman	10.80
Cement Finisher	12.00
Fireman and Oiler	9.00
Iron Worker, Reinforcing	12.00
Laborer, Unskilled	7.00
Painter, Journeyman	10.80
Plumber	12.00
Powderman	9.80
Power Equipment Operators:	
Air Compressor	10.00
Bulldozer	12.00
Crane, Derrick (less than 1 yd)	13.00
Crane, Derrick (1 yd and over)	14.00
Dragline & Shovel (less than 1 yd)	13.00
Dragline & Shovel (1 yd. and over)	14.00
Mixer, Mobile	12.00
Pumps	10.00
Roller	11.00
Tractor	12.00
Tractor, with Boom Attachments	12.00
Trenching Machine	12.00
Trenching Machine #224, Buckeye or Larger	13.00
Truck Driver, Less than 6 tons	7.60
Truck Driver, 6 to 15 tons	8.00
Truck Driver, 15 to 20 tons	9.40
Truck Driver, 20 tons or more	11.00
Truck Driver, Dumpster	11.00
Welder & Fitter, Pipe Line	14.00
Welder & Fitter's Helper, Pipe Line	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

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 sixty (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.

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  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK (SEAL)  
City Clerk

ATTEST: G. CRAWFORD (SEAL)  
Assistant Secretary

AMERICAN PIPE AND CONSTRUCTION CO.  
ROBERT V. EDWARDS Vice President  
Contractor

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph).

I hereby approve the form and legality of the foregoing contract, this 21st day of May, 1945.

J. F. DuPAUL  
City Attorney of The City of San Diego  
By B. L. COMPARET,  
Deputy

#### FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Co. as principal, and Fidelity and Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Two Hundred Twenty-two Thousand Five Hundred Forty-four & 75/100 Dollars (\$222,544.75) (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 15th day of May, 1945.

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, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Thorn Street Pipe Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 17th day of April, 1945, marked Document No. 353298, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true 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 15th day of May, 1945, 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: G. CRAWFORD  
Assistant Secretary

ATTEST: THERESA FITZGIBBONS  
Agent

AMERICAN PIPE AND CONSTRUCTION CO.  
Principal (SEAL)  
By ROBERT V. EDWARDS Vice President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety (SEAL)  
By D. E. GORTON Attorney in Fact

Countersigned JOHN BURNHAM & CO.  
By H. G. MALM President Agent

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 15th day of May, 1945, 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. E. Gorton known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH  
Notary Public in and for the County of Los Angeles,  
My Commission expires February 18, 1946 State of California

I hereby approve the form of the within Bond this 21st day of May, 1945.

J. F. DuPAUL  
City Attorney of the City of San Diego  
By B. L. COMPARET, Deputy  
Approved by a majority of the members of the Council of The City of San Diego this 21st day of May, 1945.

ATTEST: FRED W. SICK  
City Clerk

(SEAL)

HARLEY E. KNOX  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

#### FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Co. as principal, and Fidelity and Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One Hundred Eleven Thousand Two Hundred Seventy-five Dollars (\$111,275.00), (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 15th day of May 1945.

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, equipment, transportation, and other expenses necessary or incidental to the construction, completion and installation of Thorn Street Pipe Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 17th day of April, 1945, marked Document No. 353298, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done;

And, whereas, the aforesaid penal sum of One Hundred Eleven Thousand Two Hundred Seventy-five Dollars (\$111,275.00), 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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California 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 15th day of May, 1945, 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: G. CRAWFORD  
Assistant Secretary

AMERICAN PIPE AND CONSTRUCTION CO.  
Principal (SEAL)  
By ROBERT V. EDWARDS  
Vice President

ATTEST: THERESA FITZGIBBONS  
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)  
By D. E. GORTON  
Attorney in Fact  
Surety

Countersigned JOHN BURNHAM & CO.  
By H. G. MALM  
Resident Agent

STATE OF CALIFORNIA,

County of Los Angeles

ss.

On this 15th day of May, 1945, 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. E. Gorton known to me to be the Attorney in Fact, and Theresa Fitzgibbons known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney in Fact and Agent, respectively.

(SEAL) S. M. SMITH  
Notary Public in and for the County of Los Angeles  
State of California  
My Commission expires February 18, 1946

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 21st day of May, 1945.

J. F. DuPAUL  
City Attorney of the City of San Diego  
By B. L. COMPARET  
Deputy

Approved by a majority of the members of the Council of The City of San Diego, this 21st day of May, 1945.

ATTEST: FRED W. SICK (SEAL)  
City Clerk

HARLEY E. KNOX  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. 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 American Pipe and Construction Company for construction of Thorn Street Pipe Line; being Document No. 354010.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Frances T. Totten 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 22nd day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and AMERICAN PIPE AND CONSTRUCTION CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money specified in the Bid Schedule attached hereto and by this reference made a part hereof, 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 labor, certain materials, equipment, transportation and services necessary under SCHEDULE I, for the construction and completion of the POINT LOMA WATER MAIN, 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 said City on April 17, 1945, marked Document No. 353305. That true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 City will pay the contractor, for the respective items of work done by it, at the rates specified thereof in Bid Schedule I, attached hereto and by this reference made a part hereof, said payments to be made at the time and in the manner specified in Paragraph 5 of the Special Conditions attached hereto.

ARTICLE III. The contractor hereby agrees that it 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 Engineer, Division of Distribution of the Water Department of said City.

ARTICLE IV. No interest in this agreement shall be transferred by the contractor to any other party, and upon attempt by the contractor to make such transfer The City of San Diego may declare such transfer or attempted transfer to be a breach of the terms of this contract, and upon the ground of such breach may cancel this agreement. All rights of action, however, for this or any other breach of this contract are reserved to the City. No interest of the contractor under this agreement shall be subject to transfer by operation of law.

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 City 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 rate for any work done under this contract by the contractor or by any subcontractors.

<u>TRADE OR OCCUPATION</u>	<u>Per 8 Hour Day</u>
Bricklayer	12.00
Carpenter	10.80
Caulker	9.00
Cement Finisher	12.00
Crane Operator (less than 1 yd.)	13.00
Crane Operator (1 yd. & over)	14.00
Dragline Operator (less than 1 yd.)	13.00
Dragline Operator (1 yd & over)	14.00
Drillers	9.80
Iron Worker - Reinforcing	12.00
Laborers, Building	7.00
Laborers, Unskilled	7.00
Mechanical Taper & Finisher	11.00
Mixers, Mobile Type	12.00
Mixers, Skiptype	11.00
Mixers, Paving Type	13.00
Painters	10.80
Pneumatic Tool Operator	9.00
Jackhammer - Pavement Breaker	9.00
Vibrator, etc.	9.00
Shovel Operators (less than 1 yd.)	13.00
Shovel Operators (1 yd. & over)	14.00
Shovel Oilers	9.00
Tractor Operator	12.00
Trenching Machine Operator	12.00
Trenching Machine Operator (Buckeye 224 & larger)	13.00
Truck Driver (less than 6 tons)	7.60
Truck Driver (6 to 15 tons)	8.00
Truck Driver (15 to 20 tons)	9.40
Welders - Pipeline	14.00

Any craft of employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per day of 8 hours.

Payment shall be made for necessary work performed on legal holidays, including Sundays, and other overtime work when permitted by law, at the rate of time and one half.

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 prices.

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 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 first hereinabove written.

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES B. WINCOTE  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK  
City Clerk

ATTEST: J. M. MacADAM  
Secretary

I hereby approve the form and legality of the foregoing contract this 17th day of May, 1945.

AMERICAN PIPE AND CONSTRUCTION CO.  
By ROBERT V. EDWARDS Vice President  
Contractor (SEAL)

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

FAITHFUL PERFORMANCE BOND

4731961A

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION CO., a corporation, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seventeen thousand five hundred fifty-eight Dollars (\$17,558.00) (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, the said principal and surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 18th day of May, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish labor, certain material, equipment, transportation and services necessary under SCHEDULE I, for the construction and completion of the POINT LOMA WATER MAIN, 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 said City on April 17, 1945, marked Document No. 353305. That true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, its 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 its part to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless The City of San Diego, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

And the said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, the said principal has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, and the said surety has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

ATTEST: J. M. MacADAM  
Secretary

AMERICAN PIPE AND CONSTRUCTION CO.  
By ROBERT V. EDWARDS Vice President  
Principal (SEAL)

ATTEST: THERESA FITZGIBBONS  
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By D. E. GORTON Attorney-in-Fact  
Surety (SEAL)

Countersigned JOHN BURNHAM & CO.

By R. G. MALM Resident Agent

STATE OF CALIFORNIA,

ss.

County of Los Angeles

On this 18th day of May, 1945, 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. E. Gorton known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

My Commission expires February 18, 1946

I hereby approve the form of the foregoing Bond this 17th day of May, 1945.

S. M. SMITH  
Notary Public in and for the County of Los Angeles,  
State of California  
J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney



Approved by a majority of the members of the Council of The City of San Diego, this 22nd day of May 1945.

ATTEST: FRED W. SICK  
City Clerk

(SEAL)

HARLEY E. KNOX  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES B. WINCOTE  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION CO., a corporation, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized and existing under and by virtue of the laws of the State of Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Seventeen thousand five hundred fifty-eight Dollars (\$17,558.00), (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which, well and truly to be made, the said principal and sureties hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by and dated this 18th day of May, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish labor, certain material, equipment, transportation and services necessary under SCHEDULE I, for the construction and completion of the POINT LOMA WATER MAIN, 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 said City on April 17, 1945, marked Document No. 353305. That true copies of said plans and specifications, together with true copies of 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 Seventeen thousand five hundred fifty-eight Dollars (\$17,558.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Chapter 3 of Division 5, Title I, of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 said principal and surety have caused this instrument to be executed by their proper officers thereunto duly authorized, and their corporate seals to be hereunto affixed, the day and year first hereinabove written.

ATTEST: J. M. MacADAM  
Secretary

AMERICAN PIPE AND CONSTRUCTION CO.  
By ROBERT V. EDWARDS Vice President  
Principal (SEAL)

ATTEST: THERESA FITZGIBBONS  
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By D. E. GORTON Attorney-in-Fact  
Surety (SEAL)

Countersigned JOHN BURNHAM & CO.  
By H. G. MALM Resident Agent

STATE OF CALIFORNIA

ss.

County of Los Angeles

On this 18th day of May, 1945, 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. E. Gorton, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-fact and Agent, respectively.

(SEAL)

My Commission expires February 18, 1946

I hereby approve the form of the within Bond this 17th day of May 1945.

S. M. SMITH  
Notary Public in and for the County of Los Angeles,  
State of California  
J. F. DuPAUL  
City Attorney of the City of San Diego  
By B. L. COMPARET,  
Deputy

Approved by a majority of the members of the Council of The City of San Diego this 22nd day of May 1945.

ATTEST: FRED W. SICK

(SEAL)

City Clerk

HARLEY E. KNOX  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES B. WINCOTE  
CHAS. 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 American Pipe and Construction Co. for Point Loma Water Main; being Document No. 353997.

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, County of San Diego, State of California, this 29th day of May, 1945, by and 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 WALTER H. BARBER, 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 specified in the Bid Schedule II attached hereto and by this reference made a part hereof, 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 labor, certain material equipment transportation and services necessary under SCHEDULE II for the construction and completion of the POINT LOMA WATER MAIN, 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 said City on April 17, 1945, marked Document No. 353305. That true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereby attached, and by reference thereto incorporated herein and made a part hereof.

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 City will pay the contractor, for the respective items of work done by him, at the rates specified thereof in the Bid Schedule II, attached hereto and by this reference made a part hereof, said payments to be made at the time and in the manner specified in Paragraph 5 of the Special Conditions 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 Engineer, Division of Distribution of the Water Department of said City.

ARTICLE IV. No interest in this agreement shall be transferred by the contractor to any other party, and upon attempt by the contractor to make such transfer The City of San Diego may declare such transfer or attempted transfer to be a breach of the terms of this contract, and upon the ground of such breach may cancel this agreement. All rights of action, however, for this or any other breach of this contract are reserved to the City. No interest of the contractor under this agreement shall be subject to transfer by operation of law.

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 City 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 rate for any work done under this contract by the contractor or by any subcontractors.

<u>Trade or Occupation</u>	<u>Per 8 Hour Day</u>
Bricklayer	12.00
Carpenter	10.80
Caulker	9.00
Cement Finisher	12.00
Crane Operator (less than 1 yd.)	13.00
Crane Operator (1 yd. & over)	14.00
Dragline Operator (less than 1 yd.)	13.00
Dragline Operator (1 yd. & over)	14.00
Drillers	9.80
Iron Worker Reinforcing	12.00
Laborers, Building	7.00
Laborers, Unskilled	7.00
Mechanical Tapper & Finisher	11.00
Mixers, Mobile Type	12.00
Mixers, Skiptype	11.00
Mixers, Paving Type	13.00
Painters	10.80
Pneumatic Tool Operator	9.00
Jackhammer Pavement Breaker	9.00
Vibrator, etc.	9.00

Shovel Operators (less than 1 yd.)	13.00
Shovel Operators (1 yd. & over)	14.00
Shovel Oilers	9.00
Tractor Operator	12.00
Trenching Machine Operator	12.00
Trenching Machine Operator (Buckeye 224 & larger)	13.00
Truck Driver (less than 6 tons)	7.60
Truck Driver (6 to 15 tons)	8.00
Truck Driver (15 to 20 tons)	9.40
Welders Pipeline	14.00

Any craft of employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per day of 8 hours.

Payment shall be made for necessary work performed on legal holidays, including Sundays, and other overtime work when permitted by law, at the rate of time and one half.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the charter of the City of San Diego or the general laws in effect in said City, shall said City or any department, board of officer thereof be liable for any portion of the contract prices.

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 hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
G. C. CRARY  
CHAS. C. DAIL  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
ERNEST J. BOUD  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK (SEAL)

City Clerk

By AUGUST M. WADSTROM

Deputy

WALTER H. BARBER  
Contractor

I hereby approve the form and legality of the foregoing contract this 17th day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

#### FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That WALTER H. BARBER, as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three thousand forty-four Dollars (\$3044.00) (not less than fifty 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, the said principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of May, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish labor, certain material, equipment, transportation and services necessary under SCHEDULE II, for the construction and completion of the POINT LOMA WATER MAIN, 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 said City on April 17, 1945, marked Document No. 353305. That true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract and made a part thereof, as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden principal, his heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and 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 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first herein above written.

WALTER H. BARBER

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)

By GEO. H. MURCH, Attorney in Fact  
Surety

ATTEST: MAY SHANNON

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 23rd day of May, before me, Marston Burnham, in the year one thousand nine hundred and forty-five, 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,  
My Commission expires April 27, 1946 State of California

I hereby approve the form of the foregoing Bond this 17th day of May 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 29th day of May 1945.

HARLEY E. KNOX

G. C. CRARY

CHAS. C. DAIL

CHARLES B. WINCOTE

PAUL J. HARTLEY

ERNEST J. BOUD

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK (SEAL)  
City Clerk

By AUGUST M. WADSTROM

Deputy

#### LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That WALTER H. BARBER, as principal, and Hartford Accident and Indemnity Company a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Three thousand forty-four Dollars (\$3044.00) (Not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which, well and truly to be made, the said principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of May, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish labor, certain materials, equipment, transportation and services necessary under SCHEDULE II for the construction and completion of the POINT LOMA WATER MAIN, 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 said City on April 17, 1945, marked Document No. 353305. That true copies of said plans and specifications, together with true copies of 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 Three thousand forty-four Dollars (\$3044.00) being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on or furnish materials to be used in the said work.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under section 1184e of the Code of Civil Procedure of the State of California, 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed by its proper officers thereunto duly authorized, and its corporate seal to be hereunto affixed, the day and year first hereinabove written.

WALTER H. BARBER

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By GEO. H. MURCH, Attorney in Fact  
Surety (SEAL)

ATTEST: MAY SHANNON

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 23rd day of May, before me, Marston Burnham, in the year one thousand nine hundred and forty-five, 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 17th day of May, 1945.

J. F. DuPAUL

City Attorney of the City of San Diego

By B. L. COMPARET,

Deputy

Approved by a majority of the members of the Council of The City of San Diego this 29th day of May 1945.

HARLEY E. KNOX

G. C. CRARY

CHAS. C. DAIL

CHARLES B. WINCOTE

PAUL J. HARTLEY

ERNEST J. BOUD

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK

(SEAL)

City Clerk

By AUGUST M. WADSTROM

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Walter H. Barber for construction of Point Loma Water Main; being Document No. 354129.

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 21st day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and American Pipe and Construction Co, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, 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, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Bonita Connection Pipe Line in The City of San Diego, California, 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 said City on the 17th day of April, 1945, marked Document No. 353297, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as the City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the

work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Sections 1810 to 1816, both inclusive, of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten Dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Sections of the Labor Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Article 4 of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor, contrary to the provisions of said statute, for each calendar day; or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

Trade or Occupation	Per Diem Wages 8 Hours
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.00
Caulker	9.00
Carpenter, Journeyman	10.80
Cement Finisher	12.00
Fireman and Oiler	9.00
Iron Worker, Reinforcing	12.00
Laborer, Unskilled	7.00
Painter, Journeyman	10.80
Plumber	12.00
Powderman	9.80
Power Equipment Operators:	
Air Compressor	10.00
Bulldozer	12.00
Crane, Derrick (less than 1 yd)	13.00
Crane, Derrick (1 yd. and over)	14.00
Dragline & Shovel (less than 1 yd)	13.00
Dragline & Shovel (1 yd. and over)	14.00
Mixer, Mobile	12.00
Pumps	10.00
Roller	11.00
Tractor	12.00
Tractor, with Boom Attachments	12.00
Trenching Machine	12.00
Trenching Machine #224 Buckeye or Larger	13.00
Truck Driver, Less than 6 tons	7.60
Truck Driver, 6 to 15 tons	8.00
Truck Driver, 15 to 20 tons	9.40
Truck Driver, 20 tons or more	11.00
Truck Driver, Dumpster	11.00
Welder & Fitter, Pipe Line	14.00
Welder & Fitter's Helper, Pipe Line	8.00

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half times the foregoing rates. For work performed on Sundays and legal holidays as set forth in Section 10 of the Political Code of the State of California, one and one-half times the above rates.

ARTICLE VIII. It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any department, board or officer thereof be liable for any portion of the contract price.

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—

- 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 sixty (60) 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 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

CHAS. C. DAIL

PAUL J. HARTLEY

ERNEST J. BOUD

CHARLES B. WINCOTE

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK (SEAL)  
City Clerk

AMERICAN PIPE AND CONSTRUCTION CO.

ROBERT V. EDWARDS Vice President

Contractor (SEAL)

ATTEST: G. CRAWFORD

Assistant Secretary

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph).

I hereby approve the form and legality of the foregoing contract, this 21st day of May, 1945.

J. F. DuPAUL

City Attorney of The City of San Diego

By B. L. COMPARET,

Deputy

#### FORM OF FAITHFUL PERFORMANCE BOND

4731963-A

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Co. as Principal, and Fidelity and Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of One Hundred Eighty Three Thousand Five Hundred Five Dollars (\$183,505.00) (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 15 day of May, 1945.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Bonita Connection Pipe Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 17th day of April, 1945, marked Document No. 353,297, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true 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 15 day of May 1945, 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: G. CRAWFORD Assistant Secretary

AMERICAN PIPE AND CONSTRUCTION CO.

By ROBERT V. EDWARDS Vice President

Principal (SEAL)

Countersigned: JOHN BURNHAM & CO.

By H. G. MALM Resident Agent

ATTEST: THERESA FITZGIBBONS

Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By D. E. GORTON Attorney-in-Fact

Surety (SEAL)

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

STATE OF CALIFORNIA,

County of Los Angeles

ss.

On this 15th day of May, 1945, 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.E. Gorton, known to me to be the Attorney-in-Fact and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

S. M. SMITH

(SEAL) Notary Public in and for the County of Los Angeles,  
My Commission expires February 18, 1946 State of California

I hereby approve the form of the within Bond this 21st day of May, 1945.

J. F. DuPAUL  
City Attorney of the City of San Diego  
By B. L. COMPARET,  
Deputy

Approved by a majority of the members of the Council of The City of San Diego this 21st day of May, 1945.

ATTEST: FRED W. SICK  
City Clerk

(SEAL)

HARLEY E. KNOX  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES B. WINCOTE  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

#### FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Company as principal, and Fidelity and Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Ninety One Thousand Seven Hundred Fifty Five Dollars (\$91,755.00), (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 15 day of May 1945.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Bonita Connection Pipe Line in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 17th day of April, 1945, marked Document No. 353297, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true 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 Ninety-One Thousand Seven Hundred Fifty Five Dollars (\$91,755.00), 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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California; 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 15 day of May, 1945, 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: G. CRAWFORD  
Assistant Secretary

AMERICAN PIPE AND CONSTRUCTION CO.  
By ROBERT V. EDWARDS Vice-President  
Principal (SEAL)

ATTEST: THERESA FITZGIBBONS  
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By D. E. GORTON Attorney-in-Fact  
Surety (SEAL)

Countersigned JOHN BURNHAM & CO.  
By H. G. MALM  
Resident Agent

STATE OF CALIFORNIA

ss.

County of Los Angeles

On this 15th day of May, 1945, 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. E. Gorton, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)

S. M. SMITH  
Notary Public in and for the County of Los Angeles,  
State of California

My Commission expires February 18, 1946  
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 21st day of May, 1945.

J. F. DuPAUL  
City Attorney of the City of San Diego  
By B. L. COMPARET,  
Deputy

Approved by a majority of the member of the Council of The City of San Diego this 21st day of May 1945.

HARLEY E. KNOX  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHARLES B. WINCOTE  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

(SEAL)

ATTEST: FRED W. SICK  
City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Pipe and Construction Company for Bonita Connection Pipe Line; being Document No. 354009.

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 in The City of San Diego, County of San Diego, State of California, this 24th day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes designated as the "City," acting by and through the City Manager of said City, first party, and NATE BARNET, of the City of San Diego, County of San Diego, State of California, hereinafter sometimes designated as the second party, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a concession, located at the Municipal Stadium in Balboa Park, San Diego, for the sale of certain merchandise commonly or usually sold in amusement parks and recreational centers; and

WHEREAS, said City is willing, upon the terms and conditions hereinafter recited, to grant to second party such privilege and concession;

NOW, THEREFORE, be it understood and agreed between the parties as follows:

The upkeep and maintenance of the Stadium grounds and buildings thereon are under the direct supervision of the Director of Recreation of The City of San Diego, and he shall be held responsible for the maintenance, upkeep and supervision of the Stadium, and shall represent the City Manager in seeing that the terms of this agreement are fulfilled in a manner satisfactory to the City.

That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the privilege and concession located at the Municipal Stadium, Balboa Park, in The City of San Diego, for the sale of refreshments, including food, candy, confectionery, cigars, cigarettes, tobacco, non-alcoholic beverages, souvenirs, programs and such other articles of merchandise as are commonly or usually sold in amusement parks and recreation centers.

Second party agrees that prices for all articles and commodities sold under this concession shall be the prevailing prices of similar articles or commodities throughout the City. Second party further agrees to conduct said sale of articles and commodities in a manner satisfactory to the Director of Recreation, and in accordance with all ordinances and regulations of The City of San Diego.

For and in consideration of the concession hereby granted, and in lieu of a specific sum of money to be paid monthly or otherwise therefor, the second party agrees to pay to the City for said concession, in the manner and form and at the times hereinafter provided, the following percentages;

- (a) For all sales made by second party, twenty per cent (20%) of the gross amount thereof;
- (b) For sale of programs by second party, five per cent (5%) of the gross amount thereof;

It is further agreed between the parties hereto that whenever the promoters who may use the Stadium publish their own programs or souvenirs, that second party may make any agreement with said promoters for the sale thereof, at a percentage agreed upon between them; but that in any event the City shall receive the percentage of the gross amounts received from the sale thereof as hereinbefore set out.

Second party further agrees that he will keep at all times a true and accurate record of all sales, as well as all moneys received, under or by virtue of the concession herein granted. At the close of business each day said record shall be checked by the Director of Recreation, or by some person by him duly authorized so to do; and upon the completion thereof, second party shall turn over to said Director of Recreation, or his duly authorized agent, an amount of money equal to the percentages above set forth, upon which said Director of Recreation, or his said agent, will give second party a receipt for the same; said receipt shall show the total of all money received from sales or otherwise, together with the percentages thereof payable to the City and the amounts of money received by the City. A copy of said receipt shall be retained by the Director of Recreation, for the purpose of being checked later by the Traveling Auditor of The City of San Diego.

It is further agreed that during any and all shows, games and entertainments sponsored by or staged under the direction of, or with the consent of, The City of San Diego for the purpose of entertaining and benefiting the Service personnel and their families, or for advertising The City of San Diego, or for the public welfare, the City shall have the right to take over the concessions hereinabove set forth, and to conduct the same on its own behalf or authorize other parties to conduct said concessions for and on its behalf.

Second party further agrees that in no event whatsoever shall The City of San Diego, or any of its officers, be responsible or liable for any injury to persons or damage to property occurring upon said concession premises, where such injury to person or damage to property might be in any manner attributable to the second party's occupancy thereof, and he does hereby covenant and agree at all times to hold said City and its officers harmless from any and all claims arising out of such damage or injury.

Second party further covenants and agrees that he will at all times during the continuance of this agreement, carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concession premises, and will furnish the City with a certificate of the insurance company issuing said policy.

Second party shall immediately furnish, and at all times during the life of this agreement maintain, a bond in the sum of One Thousand Dollars (\$1000.00), running to The City of San Diego, and conditioned upon the faithful performance of this agreement and against damage to City property by second party, his associates, representatives, agents or employees.

This agreement, with the privilege and concession hereunder granted, shall be for the period from and after the 1st day of July, 1945, to and including the 30th day of June, 1948; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do. Nothing



in this agreement; however, shall be construed as requiring the City to give thirty (30) days' notice of termination in the event the second party shall be guilty of any breach or default herein. In such case the City reserves the right to terminate and cancel this agreement and all rights herein immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of the City Council No. 81109, and second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, First Party  
By F. A. RHODES,  
City Manager

NATE BARNET  
Second Party

I HEREBY APPROVE the form and legality of the foregoing Agreement this 24th day of May, 1945.

J. F. DuPAUL, City Attorney  
By THOMAS J. FANNING  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnet for merchandise concession in Balboa Park Stadium; being Document No. 354041.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Fatten Deputy

#### A G R E E M E N T

THIS AGREEMENT, made and entered into in The City of San Diego, County of San Diego, State of California, this 24th day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes designated as the "City", acting by and through the Acting City Manager of said City, first party, and NATE BARNET, of the City of San Diego, County of San Diego, State of California, hereinafter sometimes designated as the second party, WITNESSETH:

THAT WHEREAS, second party is desirous of securing from the City a concession for automobile parking in the immediate vicinity of the Municipal Stadium in Balboa Park, in San Diego, as hereinafter more particularly set forth; and

WHEREAS, said City is willing upon the terms and conditions hereinafter recited to grant to second party such privilege and concession;

NOW, THEREFORE, it is understood and agreed between the parties as follows:

That the upkeep and maintenance of Balboa Park, in the City of San Diego, and the buildings therein, are under the direct supervision of the Park Director of said City, in accordance with the provisions of Section 55 of the City Charter of said City, and that said Park Director shall represent the City Manager in seeing that the terms of this agreement are fulfilled in a manner satisfactory to the City.

That in consideration of the terms and conditions hereinafter recited and agreed to by second party, the said City does hereby grant to second party the automobile parking concession in the immediate vicinity of the Municipal Stadium, located in Balboa Park, which concession shall cover the following area, to-wit:

That area between the north Stadium wall and the High School practice field, the triangle north of the Children's Home bounded by Sixteenth Street and Eighteenth Street Extension, and the triangle north of the High School practice field bounded by the magnolia grove and Eighteenth Street Extension.

Said second party agrees that the charge to the public for automobile parking in said concession area shall be fifteen cents (15¢) for each automobile, and further agrees to conduct said automobile parking concession in a manner satisfactory to the Park Director, and in accordance with all ordinances and regulations of The City of San Diego.

It is further agreed that during any and all shows, games and entertainments sponsored by, or staged under the direction of, or with the consent of The City of San Diego, for the purpose of entertaining and benefiting the service personnel and their families, or for advertising The City of San Diego, or for the public welfare, the City shall have the right to take over and operate the parking areas covered by this agreement for free parking to the general public, without cost to said City of San Diego.

For and in consideration of the concession hereby granted, and in lieu of a specific sum of money to be paid monthly or otherwise therefor, the second party agrees to pay to the City for said concession, in the manner and form and at the times hereinafter provided, the sum of thirty per cent (30%) of the gross receipts thereof.

Second party further agrees that he will keep at all times a true and accurate record of all moneys received under and by virtue of the concession herein granted. At the close of business each day said record shall be checked by the Park Director, or by some person by him duly authorized so to do, and upon the completion thereof, second party shall turn over to said Park Director, or his duly authorized agent, an amount of money equal to the percentage above set forth; upon which said Park Director, or his said agent, will give second party a receipt for the same; said receipt shall show the total of all money received from the concession herein granted, together with the percentage thereof payable to the City and the amount of money received by the City. A copy of said receipt shall be retained by the Park Director, for the purpose of being checked later by the Traveling Auditor of The City of San Diego.

Second party further covenants and agrees that he will at all times during the continuance of this agreement, carry in a responsible insurance company compensation insurance sufficient to cover all employees employed by him in and about said concession premises, and will furnish the City with a certificate of the insurance company issuing said policy.

Second party shall immediately furnish and at all times during the life of this agreement maintain a bond in the sum of One Thousand Dollars (\$1,000.00), running to The City of San Diego, and conditioned upon the faithful performance of this contract and against damage to City property by second party, his associates, representatives, agents or employees.

Second party further agrees to save the City harmless from any and all claims by third parties by reason of, and/or arising out of, the automobile parking concession hereby granted; and will furnish an indemnifying bond, subject to the approval of the City, in the sum of One Thousand Dollars (\$1,000.00), conditioned upon the faithful performance of the obligation set forth in this paragraph.

This agreement, with the privilege and concession hereunder granted, shall be for a period of three years commencing on the 1st day of July, 1945 and ending on the 30th day of June, 1948; provided, however, that the same may be cancelled and terminated by either party upon giving to the other thirty (30) days' notice in writing of intention so to do.

Nothing in this agreement, however, shall be construed as requiring the City to give thirty (30) days' notice of termination in the event the second party shall be guilty of any breach or default herein. In such case the City reserves the right to terminate and cancel this agreement and all rights herein immediately upon the occurrence of any such breach or default.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 81110, and second party has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, First Party  
By F. A. RHODES  
City Manager

NATE BARNET  
Second Party

I HEREBY APPROVE the form and legality of the foregoing Agreement this 24th day of May, 1945.

J. F. DuPAUL, City Attorney,  
By THOMAS J. FANNING  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Nate Barnet for automobile parking concession vicinity Balboa Park Stadium; being Document No. 354042.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten 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 and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND SEVEN HUNDRED FIFTY and no/100 Dollars (\$3,750.00), lawful money of the United States of 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 May, 1945.

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 Type 1 water meter (Neptune Meter Company's Style 3 Trident water meter), for the period beginning May 15, 1945 and ending May 14, 1946, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: W. J. DOWD

WESTERN METAL SUPPLY COMPANY (SEAL)  
W. C. SHAW V.P.  
Principal

ATTEST: J. HAWKINS

HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)  
By M. SHANNON Attorney in Fact.  
Surety

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 29th day of May, before me, Marston Burnham, in the year one thousand nine hundred and forty-five, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared M. Shannon known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said M. Shannon duly acknowledged to me that he subscribed the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

My Commission expires April 27, 1946

MARSTON BURNHAM  
Notary Public in and for San Diego County,  
State of California

I hereby approve the form of the within Bond, this 29th day of May, 1945.

J. F. DuPAUL, City Attorney  
By J. H. McKINNEY  
Deputy City Attorney

I hereby approve the foregoing bond this 31st day of May, 1945.

F. A. RHODES City Manager

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 29th day of May, 1945, by and between 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 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:

The City's requirements 5/8" x 3/4", 3/4", 1", 1-1/2" and 2" Neptune Meter Company's Style 3 Trident water meters, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 353316, for the period beginning May 15, 1945, and ending May 14, 1946; together with parts for said meters.

Said contractor agrees to furnish and deliver said meters above described at and for the following prices, to-wit:

5/8" x 3/4" Style 3 Trident Neptune meters	@	\$10.75 ea
3/4" " " " " "	@	\$15.75 "
1" " " " " "	@	\$23.10 "
1-1/2" " " " " "	@	\$40.00 "
2" " " " " "	@	\$60.00 "

Said contractor will furnish meter parts at 50% discount off the "Parts Price List" contained in Document No. 354154 on file in the office of the City Clerk of said City, or any subsequently issued list that supplements or takes the place of said price list. Said contractor will allow a discount of 2% for payment within thirty (30) days of purchase. Said prices above mentioned and those contained in the "Parts Price List" do not include the California State Sales Tax, which will be paid by the City.

The total requirements of each type of meter are estimated to be 1000 meters, but should purchases not amount to 1000 meters of each type during the contract period the City shall not be required to make any price or other adjustment, nor pay any price differential in excess of the above mentioned prices. The City also reserves the option to purchase additional meters under the same price terms and conditions.

Said City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of said meters; and in consideration of the furnishing and delivery of said meters and parts 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, in accordance with the terms and prices hereinabove set forth. Payments will be made monthly for said meters and parts purchased in accordance with purchase orders and deliveries.

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. 81069 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

WESTERN METAL SUPPLY CO. (SEAL)

W. C. SHAW V.P.

Contractor

ATTEST: W. J. DOWD

I hereby approve the form and legality of the foregoing contract this 29th day of May, 1945.

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 Co. for water meters; being Document No. 354178.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That HUDSON-TUCKER, 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 ONE THOUSAND TWO HUNDRED SEVENTY-FIVE Dollars (\$1275.00), lawful money of the United States of 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 May, 1945.

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 Worthington Model "G" Water Meters with connections, for the period beginning May 15, 1945 and ending May 14, 1946, 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. F. TUCKER

HUDSON-TUCKER, INC.  
W. H. HUDSON Pres. (SEAL)  
Principal

ATTEST:

MARYLAND CASUALTY COMPANY  
By D. R. BECK Its Attorney-in-Fact  
Surety (SEAL)

STATE OF CALIFORNIA

County of San Diego

ss

On this 28th day of May, 1945, 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 D.R. Beck, 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 D.R. Beck 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 29th day of May, 1945.

J. F. DuPAUL, City Attorney  
By J. H. MCKINNEY  
Deputy City Attorney

I hereby approve the foregoing bond this 31st day of May 1945.

F. A. RHODES  
City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 28th day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and HUDSON-TUCKER, INC., 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 3/8 x 3/4", 3/4" and 1" Worthington Model "G" water meters, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 353316, for the period beginning May 15, 1945, and ending May 14, 1946; together with parts for said meters.

Said contractor agrees to furnish and deliver said meters above described at and for the following prices, to-wit:

5/8 x 3/4" Worthington Model "G" water meters	@	\$10.65 ea
3/4" " " " " " "	@	\$15.70 "
1" " " " " " "	@	\$22.90 "

Said contractor will furnish meter parts at the prices contained in "Parts-Net Price Sheet" filed in the office of the City Clerk of said City under Document No. 354153. Said prices above mentioned and those contained in the "Parts-Net Price Sheet" do not include the California State Sales Tax, which will be paid by the City.

The total requirements of each type of meter are estimated to be 1000 meters, but should purchases not amount to 1000 meters of each type during the contract period the City shall not be required to make any price or other adjustment, nor pay any price differential in excess of the above mentioned prices. The City also reserves the option to purchase additional meters under the same price terms and conditions.

Said City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of said meters; and in consideration of the furnishing and delivery of said meters and parts 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, in accordance with the terms and prices hereinabove set forth. Payments will be made monthly for said meters and parts purchased in accordance with purchase orders and deliveries.

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. 81068 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

HUDSON-TUCKER, INC.

W. H. HUDSON Pres.

Contractor

ATTEST: H. F. TUCKER

(SEAL)

I hereby approve the form and legality of the foregoing contract this 29th day of May, 1945.

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 Hudson-Tucker Inc. for furnishing water meters; being Document No. 354179.

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 21st day of May, 1945, 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:

	Date Sold to State	Cert. No.	Date Deeded to State	Deed No.
<u>PACIFIC BEACH:</u>				
<u>Block 308</u>				
Lots 1 to 30 inc.	6/29/32	15829	7/1/37	1764
Lots 31 to 35, inc.	6/29/32	15830	7/1/37	1765
Lots 39 and 40	9/1/33	16384	7/1/38	1665
<u>Block 309</u>				
Lots 1 to 13, inc.	6/29/32	15833	7/1/37	1766
Lots 19 to 40, inc.	6/29/32	15834	7/1/37	1767
<u>ENCANTO HEIGHTS TRACT NO. 2:</u>				
Block 25 (except M & B to Union Trust Co.	6/29/32	55662	7/1/37	4706
<u>E. W. MORSE'S SUBD. OF PUEBLO LOT 1150:</u>				
Lots 3, 4, 5, Block 115	6/28/34	49983	7/1/39	946
<u>NEW SAN DIEGO:</u>				
<u>Block 23</u>				
Und. 2/3 of Lot F, Block 23	6/29/23	28387	8/10/28	2725
	6/28/24	41956	8/7/29	3083
<u>ENCANTO HEIGHTS RESUB. BLOCK H and LOTS 26 to 38, BLOCK G:</u>				
Lot 7, Block J,	6/28/34	55539	7/1/39	1119
<u>STARKEY'S PROSPECT PARK:</u>				
Lots 8 and 9, Block F (except right of way)	6/29/31	24452	7/1/36	982
<u>EL CERRITO HTS. AMENDED MAP OF UNIT NO. 3:</u>				
Lots 5, 6, Block B	6/30/30	64870-1	8/1/35	2144-5
Lots 7, 8, Block B	6/29/31	65007-3	7/1/36	2563-4
Lots 9, 10, Block B	6/30/30	64874-5	8/1/35	2146-7
Lot 11, Block B	6/29/31	65011	7/1/36	2565
Lot 13, Block D	6/30/30	64945	8/1/35	2150
Lots 10, 11, Block H	6/29/36	70923	7/8/41	186
Lot 29, Block H	6/28/35	72359	7/15/40	225
Lots 31, 32, Block H	6/29/36	70942	7/8/41	188
Lots 47, 48, Block H	9/1/33	71382-3	7/1/38	4064-5

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 May 21, 1945 (As of date of Execution of Agreement)	2nd Payment May 21, 1946 (Anniversary Date of Agreement)	3rd Payment May 21, 1947 (2nd Anniver- ary Date of Agreement)	Final Payment (Upon exercise of Option)
<u>PACIFIC BEACH:</u>				
Lots 1 to 40, inc., Block 308	\$1.00 ea.	\$1.00 ea.	\$1.00 ea.	\$20.00 ea.
Lots 1 to 40, inc., Block 309	\$1.00 ea.	\$1.00 ea.	\$1.00 ea.	\$10.00 ea.
<u>ENCANTO HEIGHTS TRACT NO. 2:</u>				
Block 25 (except M & B to Union Trust Co)	\$60.00	\$60.00	\$60.00	\$400.00
<u>E. W. MORSE'S SUBD. OF PUEBLO LOT 1150:</u>				
Lots 3, 4, 5, Block 115	\$2.50 ea.	\$2.50 ea.	\$2.50 ea.	\$25.00 ea.
<u>NEW SAN DIEGO:</u>				
Und. 1/3 of Lot F, Block 23	\$2.00	\$2.00	\$2.00	\$100.00
Und. 2/3 of Lot F, Block 23	\$5.00	\$5.00	\$5.00	\$100.00
<u>ENCANTO HEIGHTS RESUB.BLOCK H and LOTS 26 to 38, BLOCK G:</u>				
Lot 7, Block J	\$10.00	\$10.00	\$10.00	\$50.00
<u>STARKEY'S PROSPECT PARK:</u>				
Lots 8 and 9, Block F (except right of way)	\$15.00 ea.	\$15.00 ea.	\$15.00 ea.	\$50.00 ea.
<u>EL CERRITO HTS. NO. 3:</u>				
Lots 5 to 11, inc. Block B	\$3.00 ea.	\$3.00 ea.	\$3.00 ea.	\$10.00 ea.
Lot 13 Block D	\$3.00 ea.	\$3.00 ea.	\$3.00 ea.	\$10.00
Lots 10, 11, Block H,	\$3.00 ea.	\$3.00 ea.	\$3.00 ea.	\$10.00 ea.
Lot 29, Block H	\$3.00	\$3.00	\$3.00	\$10.00
Lots 31, 32, Block H	\$3.00 ea.	\$3.00 ea.	\$3.00 ea.	\$10.00 ea.
Lots 47, 48, Block H	\$3.00 ea.	\$3.00 ea.	\$3.00 ea.	\$10.00 ea.

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 cancelled, and shall not in that event be due or owing to said County.

4. 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; provided, further, that said City shall also have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately value lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. 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.

6. 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 resolution duly passed and adopted on the 21st day of May, 1945, has caused this agreement to be executed in quadruplicate, and the City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolution No. 80937, adopted on the 24th day of April, 1945, the day and year first hereinabove written.

ATTEST: J. B. MC-LEES, County Clerk and  
Ex-officio Clerk of the Board of Supervisors (SEAL)  
By VLASTA R. RUCKER Deputy

BOARD OF SUPERVISORS OF THE  
COUNTY OF SAN DIEGO, STATE OF  
CALIFORNIA  
By DAVID W. BIRD  
Chairman

THE CITY OF SAN DIEGO  
By F. A. RHODES  
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 5-21-45  
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 approves said agreement.  
Dated May 31st, 1945  
HARRY B. RILEY  
Controller of the State of California  
By BERT FOSTER Deputy

Approved as to form Date 5/17/45  
THOMAS WHELAN,  
District Attorney in and for the County of  
San Diego, State of California  
By CARROLL H. SMITH Deputy



Date May 2, 1945

J. F. DuPAUL, City Attorney

THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to purchase tax deeded lands, Pacific Beach, Encanto Heights, New San Diego; being Document No. 354204.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

# LE A S E

THIS AGREEMENT, made and entered into this 1st day of June, 1945, 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 RAY GAVIN and MARY B. GAVIN, 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:

A parcel of land 50 feet more or less in width and 1950 feet more or less in length, containing 2.2 acres more or less, lying between the easterly line of Morena Avenue and the westerly line of Lots 199, 200, 204 and 205 of El Cajon Valley Co's. Lands according to Map No. 289 filed in the office of the County Recorder of San Diego County, California, December 30, 1886; and said parcel extending northerly from the westerly prolongation of the south line of Lot 199 to the westerly prolongation of the northerly line of Lot 205; said parcel of land being a portion of the land conveyed to The City of San Diego by Joe W. Sefton, Arnold C. Ross and Lena P. Crouse, as trustees of the El Cajon Valley Company by deed dated November 3, 1943, recorded January 29, 1944 in Book 1630, page 100, Official Records of San Diego County, California, and filed with the City Clerk of The City of San Diego as Document No. 346581.

Excepting therefrom any dedicated roads. and subject to any and all easements and rights of way of record.

For a term of five (5) years; beginning on the 1st day of June, 1945, and ending on the 30th day of May, 1950, at the following rentals: Ten Dollars (\$10.00) 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 lessees for agricultural and grazing 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 lessees shall keep and maintain said premises in as good repair and condition as they may receive them at their own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

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 and telegraph and/or telephone lines on said premises, and for the purpose of making repairs to or developing the water system of said City; upon the terms and conditions hereinafter set forth in paragraph numbered "ten" of this lease.

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 agrees 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 90 days' notice of such termination to the lessees, and by tendering to said lessees 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 lessees of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessees and for its account.

Tenth. The Lessor, upon determining to enter said premises for construction purposes as herein reserved under paragraph five of this lease, shall first give ninety (90) days written notice of its intention to install said pipeline, and/or telegraph and/or telephone lines, such notice to be given to the Lessees either personally or by mailing it by registered mail, addressed to the Lessees at Lakeside, California. At any time within said ninety-day period, or during the construction of said pipeline and/or telegraph and/or telephone lines the lessees may elect to terminate this lease forthwith, by written notice of their intention so to do, delivered personally to, or mailed by registered mail to, the City Manager of said City of San Diego, at his office in the Civic Center Building, San Diego, California. In the event of such termination by the lessees, they shall be entitled to the return to them of a proportionate part of any rentals which they shall have paid in advance for the year in which such termination is made. This right to terminate the lease is in lieu of any and all other rights, claims and/or rights of action on the part of the lessees which may at any time or in any way arise out of the entry by the lessor and/or the construction, installation, operation, maintenance, repair, reconstruction or replacement of said pipelines and/or telegraph and/or telephone lines. After installation of pipeline, etc., the lessor may, without further notice, enter upon the leased premises and there do all things which may be necessary or convenient to inspect, operate, maintain, repair, reconstruct or replace said pipeline and/or telegraph and/or telephone lines. Lessees shall not use the leased premises in such manner as to damage such pipelines, telegraph and/or telephone lines.

Eleventh. The Lessees shall when due, and before they become delinquent, pay all taxes assessed upon any improvements made by the lessees on the leased premises.

Twelfth. Within thirty (30) days after the expiration or termination of this lease, the lessor will, at its own expense, remove the fence which is now located along the west-erly side of the leased premises, and will re-install said fence along the easterly bound-ary of the leased premises.

It is understood and agreed that a waiver by the lessor of any default hereunder shall not be considered, nor held to be a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or the assign-ment of said lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the 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. 81107 of the Council of said City authorizing such execution, and said lessees have hereunto sub-scribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager

MARY B. GAVIN  
RAY GAVIN  
Lessees

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Ray and Mary B. Gavin for land in El Cajon Valley Company's lands; being Document No. 354271.

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 21st day of May, 1945, 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 Cali-fornia, 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 assess-ments; 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:

	Date Sold to State	Cert. No.	Date Deeded to State	Deed No.
<u>AURORA HEIGHTS:</u>				
Lots 8, 9, 10	6/29/32	40372-3-4	7/1/37	3444-5-6
<u>BERKELEY HEIGHTS:</u>				
Block 1				
Lots 2 and 3 (ex st)	6/29/32	71423	7/1/37	5830
Lots 4 and 5 "	6/30/30	62002	8/1/35	1941
Lots 8 and 9 "	6/29/29	69289	8/1/34	11615
Lots 14 and 15 "	6/30/30	62006	8/1/35	1942
Lots 16 and 17 "	6/29/29	69292	8/1/34	11616 1/2
<u>CHOATE'S ADDITION:</u>				
Lots 1 to 30, inc. Block 149	6/29/31	12585	7/1/36	663
Lots 31 to 48, inc. Block 149	6/29/31	12586	7/1/36	664
Lots 47 and 48, Block 336	6/29/31	12467	7/1/36	641
<u>E. W. MORSE'S SUBD. OF PUEBLO LOT 1150:</u>				
Lot 12, Block 115	6/28/34	49985	7/1/39	947
<u>MORSE, WHALEY &amp; DALTON'S SUBD:</u>				
Lots A, B, C, D, Block 115	6/28/34	50066	7/1/39	952
Lots 1 to 6, inc. Block 139	6/28/34	50069	7/1/39	953
<u>LA JOLLA SHORES UNIT NO. 2</u>				
Lot 6, Block 27	6/29/37	1627	7/1/42	116

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 bond 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 assess-ment 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 May 21, 1945 (As of date of Execution of Agreement)	2nd payment May 21, 1946 (Anniversary Date of Agreement)	3rd Payment May 21, 1947 (2nd Anniver- sary Date of Agreement)	Final Payment (Upon exercise of option)
<u>AURORA HEIGHTS:</u>				
Lots 8, 9, 10	\$1.00 ea.	\$1.00 ea.	\$1.00 ea.	\$10.00 ea.
<u>BERKELEY HEIGHTS:</u>				
Block 1:				
Lots 2 & 3, (except st.)				
Lots 4 & 5				
Lots 8 & 9				
Lots 14 & 15				
Lots 16 & 17	\$7.50 ea.	\$7.50 ea.	\$7.50 ea.	\$25.00 ea.
<u>CHOATE'S ADDITION:</u>				
Lots 1 to 30, inc. Block 149	\$1.00 ea.	\$1.00 ea.	\$1.00 ea.	\$10.00 ea.
Lots 31 to 48, inc. Block 149	\$1.00 ea.	\$1.00 ea.	\$1.00 ea.	\$10.00 ea.
Lots 47 and 48, Block 336	\$5.00 ea.	\$5.00 ea.	\$5.00 ea.	\$50.00 ea.
<u>E. W. MORSE'S SUBD. OF PUEBLO LOT 1150:</u>				
Lot 12, Block 115	\$ .50	\$ .50	\$ .50	\$10.00
<u>MORSE, WHALEY &amp; DALTON'S SUBD.:</u>				
Lots A, B, C, D, Block 115	\$ .50 ea.	\$ .50 ea.	\$ .50 ea.	\$10.00 ea.
Lots 1 to 6, inc. Block 139	\$ .50 ea.	\$ .50 ea.	\$ .50 ea.	\$10.00 ea.
<u>LA JOLLA SHORES UNIT NO. 2:</u>				
Lot 6, Block 27	\$30.00	\$30.00	\$30.00	\$100.00

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 cancelled, and shall not in that event be due or owing to said County.

4. 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; provided, further, that said City shall also have the right to exercise this option at any time during the term hereof as to any portion of a single lot, parcel or tract of said property, which lot, parcel or tract as of the date of this agreement, has a separate valuation on the assessment roll of said County. Upon exercise of said option as to any portion of such separately valued lot, parcel or tract the final payment therefor shall be a sum which bears the same ratio to the final payment set forth in Paragraph 3 herein for the entire lot, parcel or tract from which said segregated portion is taken, as the assessed valuation of said segregated portion, placed thereon by the assessor at the time of segregation, bears to the assessed valuation of said entire lot, parcel or tract as of the date of this agreement. Any such segregation shall be made pursuant to Sections 4151 to 4155, inclusive, Revenue and Taxation Code, except that the sum of the valuations of the segregated portion and the remainder of the said lot, parcel or tract, may be greater but not less than the valuation, as of the date of this agreement, of the entire lot, parcel or tract.

5. 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.

6. 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 resolution duly passed and adopted on the 21st day of May, 1945, has caused this agreement to be executed in quadruplicate, and the City of San Diego has caused this agreement to be executed in quadruplicate, by its City Manager, pursuant to Resolutions Nos. 80940 and 80941, adopted on the 24th day of April, 1945, the day and year first hereinabove written.

(SEAL)  
ATTEST: J. B. MCLEES, County Clerk and  
Ex-officio Clerk of the Board of  
Supervisors  
By VLASTA R. RUCKER  
Deputy

BOARD OF SUPERVISORS OF THE COUNTY  
OF SAN DIEGO, STATE OF CALIFORNIA  
By DAVID W. BIRD  
Chairman

THE CITY OF SAN DIEGO  
By F. A. RHODES  
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 5-21-45  
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 approves said agreement.  
Dated June 1st, 1945  
HARRY B. RILEY  
Controller of the State of California  
By BERT FOSTER  
Deputy

Approved as to form  
Date 5/18/45

THOMAS WHELEN,  
District Attorney in and for the County of San Diego,  
State of California  
By CARROLL H. SMITH  
Deputy

Date May 2, 1945

J. F. DuPAUL, City Attorney  
THOMAS J. FANNING  
Dep. City Atty.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Option to Purchase Tax-Deeded lands, Aurora Heights, Berkeley Heights, Choates Addition; being Document No. 354203.

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.

THIS CONTRACT, made and entered into this 1st day of March 1945, 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 224 units to be located in or near the City of San Diego, (Identification No. CAL-4914N), 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".

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.

It is understood that if more than one master meter is deemed necessary to register the consumption of water for said Development, the readings of all such master meters will be totaled and considered as one for the purpose of rates and billing as agreed to herein.

7. 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' N/S/L Roosevelt on Ingraham E.

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 City of San Diego, Water Accounting Department, whose address is Civic Center, 1600 Pacific Highway, San Diego, California. /the Utility may be given by or issued to-----

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 E. EUGENE TUCKER

For the Federal Public Housing Commissioner

THE CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

ATTEST: FRED W. SICK (SEAL)  
City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water service at Pacific Beach Housing Project; being Document No. 354273.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS OF THE STATE OF CALIFORNIA AND THE CITY OF SAN DIEGO FOR INVESTIGATION OF AND REPORT UPON WATER RESOURCES OF THE SAN DIEGUITO RIVER AND THE SAN DIEGO RIVER.

Superseding Former Agreement Limited to Investigation of and report Upon the Water Resources of San Dieguito River.

This agreement, executed in triplicate, entered into by and between the Department of Public Works of the State of California, acting by and through the State Engineer, hereinafter referred to as "Department" and the City of San Diego, hereinafter referred to as "City",

W I T N E S S E T H:

WHEREAS, City is desirous of having Department, acting by and through the State Engineer, make an investigation of the water resources of the San Dieguito River and of the San Diego River in San Diego County and other water resources usable in combination therewith for the purpose of determining the best program of development of a water supply on the San Dieguito and on the San Diego rivers for City and of having Department prepare a written report thereon; and

WHEREAS, under an agreement heretofore entered into by and between the parties hereto, executed by City on February 1, 1945, and by Department on February 20, 1945, an investigation has been commenced of the water resources of the San Dieguito River and the total sum of Twenty Thousand Dollars (\$20,000.00) has been made available for said investigation and a report thereon, Ten Thousand Dollars (\$10,000.00) by each party; and

WHEREAS, it is now the desire of each party that an additional sum of Twenty Thousand Dollars (\$20,000.00) shall be provided, Ten Thousand Dollars (\$10,000.00) by each party; that said investigation and report to be made thereafter shall include the San Diego River as well as the San Dieguito River; and that said investigation as enlarged shall continue and terminate in a report upon both rivers, the same as if the previous agreement had provided for a total sum of Forty Thousand Dollars (\$40,000.00), one-half from each party, for investigation and report upon both rivers; and

WHEREAS, the State of California has a paramount interest in the use of water and in the protection of the public interest in the development of water resources, and Department, acting by and through the State Engineer is authorized in the Water Code to cooperate with any city in investigation of any water supply;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the parties do hereby mutually agree as follows:

ARTICLE I WORK TO BE PERFORMED

The work to be performed by Department under this superseding agreement shall include but not be limited to the following:

- (a) The making, where necessary, of topographic and other field surveys of dam and reservoir sites on the San Dieguito and the San Diego watersheds and transmission lines therefrom.
- (b) The exploration of dam sites on the San Dieguito and the San Diego rivers.
- (c) Estimates of present and probable maximum future utilization of the water resources in the San Dieguito and the San Diego watersheds.
- (d) Estimates of water yield both total and additional from San Dieguito and San Diego watersheds with various combinations of reservoirs on those streams with existing and possible future reservoirs of the City of San Diego and with present and possible future development on the San Dieguito and San Diego watersheds.
- (e) Estimates of cost of construction of dams and reservoirs for various sites and capacities and of transmission lines therefrom. Estimates of cost of securing necessary water rights under the several conditions are to be made by City at its own expense and submitted to Department.
- (f) Other field and office work that may be mutually agreed upon by the parties hereto during the progress of the investigation.
- (g) Preparation and submission to City of a written report based upon the studies and investigations outlined herein on or before January 1, 1946, which will contain recommendations and general plans and estimates of cost for a program of development of the water resources of the San Dieguito and San Diego watersheds.

ARTICLE II FUNDS

City upon execution by it of this superseding agreement shall transmit to Department, for expenditure in the performance of said work, the sum of Ten Thousand Dollars (\$10,000.00).

Said sum shall be deposited in a trust account in the Special Deposit Fund in the State Treasury and thereafter transferred to the Water Resources Fund.

If the Director of Finance within thirty (30) days after receipt by Department of said sum from City shall not have allocated from the Emergency Fund (Stats. 1943. Ch. 62, Item 221), the sum of Ten Thousand Dollars (\$10,000.00) to Department for expenditure in the performance of said work, and within the same period shall not have re-allocated, or otherwise made available, for expenditure for the purpose of this superseding agreement the Ten Thousand Dollars (\$10,000.00), or all thereof remaining unexpended, which was previously allocated by Executive Order No. E-1306, dated March 9, 1945, the Ten Thousand Dollars (\$10,000.00), transmitted by City upon execution by it of this superseding agreement, shall



be returned to City upon demand, if such demand is made after the expiration of said thirty (30) days and prior to the making of said allocation and said re-allocation.

City agrees that the Ten Thousand Dollars (\$10,000.00) heretofore forwarded by it and deposited in the State Treasury pursuant to said previous agreement relative to the San Dieguito River, or all thereof remaining unexpended, shall be used in carrying out the enlarged purpose of this superseding agreement.

Both parties agree that expenditures heretofore made and expenses incurred under said previous agreement shall be chargeable against, and payable under, this superseding agreement the same as if this superseding agreement had been in effect from the effective date of said previous agreement and that said previous agreement is hereby superseded by this superseding agreement with the same effect and result as would have been the case had the previous agreement provided for a total expenditure of Forty Thousand Dollars (\$40,000.00), one-half from each party, for investigation and report upon both rivers.

Department shall under no circumstances be obligated to expend for or on account of the work provided for under this superseding agreement any sum in excess of the Forty Thousand Dollars (\$40,000.00) as provided for in this superseding agreement, and in the event of inadequacy of funds shall be obligated to make only such investigation and report as funds available therefor shall permit.

Upon completion of and final payment for the work provided for in this superseding agreement, Department shall furnish to City a statement of all expenditures made under this superseding agreement and of any expenditures made on account of said work from State funds, if any, other than those allocated for said work from said Emergency Fund. If any balance shall remain of the sum of Forty Thousand Dollars (\$40,000.00) as made available as aforesaid, there shall be returned to City one-half of said balance.

#### ARTICLE III CONTINGENT UPON ALLOCATION

Notwithstanding anything contained in this superseding agreement contrary hereto or in conflict herewith, this superseding agreement is made contingent upon the Director of Finance making the necessary allocation and re-allocation of funds to Department to meet its share of the cost of said work as provided for in this superseding agreement. This superseding agreement shall become effective only after said allocation and re-allocation is made.

#### ARTICLE IV AVAILABILITY OF RECORDS

All data and records pertaining to the work covered by this superseding agreement in the possession or control of City or Department shall be made fully available to the other for the due and proper accomplishment of the purposes and objects hereof.

IN WITNESS WHEREOF, the parties have affixed their signatures and official seals, City on the 1st day of May, 1945, and Department on the 11th day of May, 1945.

APPROVED C.H. PURCELL  
Director of Public Works (SEAL)

THE CITY OF SAN DIEGO (SEAL)  
By F. A. RHODES  
City Manager

Approved: JAMES G. DEAN  
Director of Finance

DEPARTMENT OF PUBLIC WORKS OF THE STATE OF CALIFORNIA  
By EDWARD HYATT  
State Engineer (SEAL)

Approved J. F. DuPAUL  
City Attorney of San Diego

Approved C. C. CARLETON  
Chief Attorney, Department of Public Works

Approval Recommended: SPENCER BURROUGHS  
Principal Attorney, Division of Water Resources

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State of Department of Public Works for investigation and report on water resources of San Dieguito and San Diego Rivers; being Document No. 354277.

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 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 FOUR HUNDRED TWENTY-SEVEN Dollars (\$1427.00), lawful money of the United States of 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 May, 1945.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver: 1200 linear feet 20" I.D. 1/4" wall automatic electric welded steel 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.

SOUTHERN PIPE & CASING CO. (SEAL)  
D. A. STROMSOE Vice President  
Principal

ATTEST: R. L. MANDY

UNITED STATES GUARANTEE COMPANY (SEAL)  
By DELORUS E. CLARK Attorney in fact  
Sureties

STATE OF CALIFORNIA )  
County of Los Angeles ) ss.

On this 26th day of May, in the year nineteen hundred and forty five, A.D., before me, M.S.Banks, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Delorus E. Clark, known to me to be the Attorney in Fact of the Corporation which executed the within and annexed instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said county the day and year in this certificate first above written.  
(SEAL)

My Commission expires Feb. 2, 1947 Notary Public in and for the County of Los Angeles  
State of California

I HEREBY APPROVE the form of the foregoing Bond this 4th day of June, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 4th day of June 1945.

F. A. RHODES

City Manager

### CONTRACT

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 26th day of May, 1945, by and between THE CITY OF SAN DIEGO, a municipal 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: 1200' linear feet 20" I.D. 1/4" wall automatic electric welded steel pipe, fabricated, sand-blasted, coal tar enameled, wrapped and whitewashed, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 353377.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

1200' - 20" I.D. 1/4" steel plate pipe @ \$4.64 per ft	\$5,568.00
Plus California State sales tax	139.20
	<u>\$5,707.20</u>

Said contractor agrees to make shipment of said material within six weeks after execution of this contract, subject to prior commitments.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor in warrants drawn upon the proper fund of said City, the following sums, to-wit:

Five Thousand Seven Hundred Seven and 20/100 Dollars (\$5,707.20),

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, 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, final payment will be made, at such time, and in such manner as provided by law, of any moneys 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. 81067 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers, thereunto duly authorized, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

SOUTHERN PIPE & CASING COMPANY

D. A. STROMSOE Vice President

Contractor (SEAL)

ATTEST: R. L. MANDY

I hereby approve the form and legality of the foregoing contract this 4 day of June, 1945.

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 1/4" wall welded steel pipe; being Document No. 354278.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francisco 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 6th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and CHARLES PORTLOCK, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and 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.....DOWNTOWN AREA; Both sides of Beech Street, from the west side of 5th Avenue to the east side of Pacific Highway. From the ocean on the west to Pacific Highway on the east, from the south side of Pacific Beach Drive to all of Crown Point on the south.

## First & Third

Mondays..... East side of Pacific Highway to both sides of Hueneme Street, from the south side of Linda Vista Road to the San Diego River on the south.

## Second & Fourth

Mondays..... From the north side of Linda Vista Road to both sides of Balboa, from the east side of Pacific Highway to line of Illion, Gardenia and Everview.

Tuesday..... From the north line of Longbranch & Voltaire to both sides of Maxwell Street, from the north line of San Clemente & Knoxville Street to Mission Bay and the ocean on the west; also, the south side of San Clemente Street to Warrington Street, from the south side of Zola Street to the north side of Voltaire Street.

Wednesday..... DOWNTOWN AREA: Both sides of Beech Street, from the west side of 5th Avenue to the east side of Pacific Highway. South side of Longbranch Avenue to the north side of Niagara Avenue, from the west side of Catalina Boulevard to the ocean.

Thursday..... South side of Niagara Avenue to the north side of Orchard Avenue, from the west side of Catalina Boulevard to the ocean.

Friday..... DOWNTOWN AREA; Both sides of Beech Street, from the west side of 5th Avenue to the east side of Pacific Highway. South side of Orchard Avenue to both sides of Ladera Street, from the west side of Catalina Boulevard to the ocean; also, all territory between the west side of Chatsworth Boulevard and the east side of Catalina Boulevard, from the junction of Catalina Boulevard and Chatsworth Boulevard to the south side of Voltaire Street.

The period of this contract shall extend from May 14, 1945 to and including June 30, 1945.

(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 \$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 of 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. 81071 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 F. A. RHODES  
City Manager  
CHARLES PORTLOCK  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 12th day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$1,660.00

Dated June 4th 1945

J. McQUILKEN  
Auditor and Comptroller of the City of San Diego, California  
THEO M. FIDELER

To be paid out of GENERAL GC 272  
Memo CHARLES PORTLOCK refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Charles Portlock for collection and removal of City refuse; being Document No. 354323.

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 6th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and THOMAS C. 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and 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>
Daily.....	Both sides of 5th Avenue to both sides of Pacific Highway, from the south side of Market Street to both sides of Harbor Drive.
Monday.....	East side of Highland Avenue to the west side of Euclid Avenue, from the south side of University Avenue to canyons on the south.
Tuesday.....	East side of Grim Street to west side of Bancroft Street, from the south side University Avenue to the north side of Upas Street.
Wednesday.....	East side of Pershing Avenue to the west side of Utah Street, from the south side of University Avenue to the north side of Upas Street; also East side of Oregon Street to west side of Utah Street, from the south side of El Cajon Avenue to the north side of University Avenue.
Thursday.....	West side of 6th Avenue to east side of Front Street, from the north side of Washington Street to canyons on the north.
Friday.....	East side of 12th Avenue to west side of 18th Street, from the south side of Broadway to the north side of Market Street.

The period of this contract shall extend from May 14, 1945 to and including June 30, 1945.

(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. 31072 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 F. A. RHODES  
City Manager

THOMAS C. PYLANT  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 12th day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBB 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 \$1,660.00

Dated June 4th 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

THEO M. FIDELER

To be paid out of GENERAL GC 272

Memo THOMAS PYLANT refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Thomas C. Pylant for collection and removal of City refuse; being Document No. 354324.

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 this 1st day of June, 1945, between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "The City", and JAMES M. MONTGOMERY of Los Angeles, California, hereinafter called "The Engineer", WITNESSETH:

I.

That the City contemplates the construction of a certain water treatment plant, and desires to secure the services of the Engineer in connection with the design and construction thereof.

II.

That, in consideration of the sums of money to be paid to him by the City, as hereinafter provided, the Engineer will render such engineering services in connection with the design and construction of said water treatment plant as may be requested of him by the City, including the making of all necessary preliminary studies, selection of the most suitable site for the location of said plant, making or supervising the making of the basic designs, furnishing general layout drawings, and furnishing all necessary data for all equipment needed in said plant. Upon request of the City, such portion of such services as may be specified by the City shall be performed in the offices of the Hydraulic Engineer of the City and/or at the site of said plant and/or at such other places as the City Manager of the City may designate.

III.

For the services to be rendered by the Engineer, the City will pay to him the following sums:

(a) A retainer fee, at the rate of Five Thousand Dollars per year, payable in equal monthly installments, in advance on the First day of each calendar month. For this fee, the Engineer shall perform all services to be rendered under this contract which are performed at the office of the Engineer, in the City of Los Angeles, California, and in addition thereto, all services which the Engineer may be required to perform at the City of San Diego and/or at the site of said plant for not more than fifteen days in each year during the life of this contract.

(b) The additional sum of One Hundred Dollars per day for each day, in excess of fifteen days in any year, in which the City shall require the Engineer to render his services hereunder at any place other than in the City of Los Angeles, California, including time spent in travel to and from such place other than Los Angeles, California.

(c) The actual and reasonable living expenses and traveling expenses of the Engineer on all days on which the City shall require him to render his services hereunder at any place other than in the City of Los Angeles, California.

Claims of the Engineer for money due him under sub-paragraphs (b) and (c) hereinabove, shall be presented monthly to the Auditor and Comptroller of the City.

IV.

This contract shall continue in force for the term of one year from the date hereof, and thereafter until terminated by sixty days' notice in writing given by either party hereto to the other. Notice to the City shall be given to the City Manager thereof, either personally or by Registered Mail directed to him at his office in the Civic Center Building, San Diego, California; notice to the Engineer shall be given to him, either personally, or by Registered Mail directed to him at 306 West Third Street, Los Angeles, California.

In the event that this contract is terminated other than at the end of any year of its existence, the Engineer shall be entitled to such proportion of his Retainer Fee of Five Thousand Dollars for that year, as the elapsed portion of that year shall bear to the entire year.

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 of the City Council authorizing such execution, and JAMES M. MONTGOMERY, the Engineer has hereunto subscribed his name, this 1st day of June, 1945.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

JAMES M. MONTGOMERY

Engineer

I HEREBY APPROVE the form and legality of the foregoing Contract this 26th day of May, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

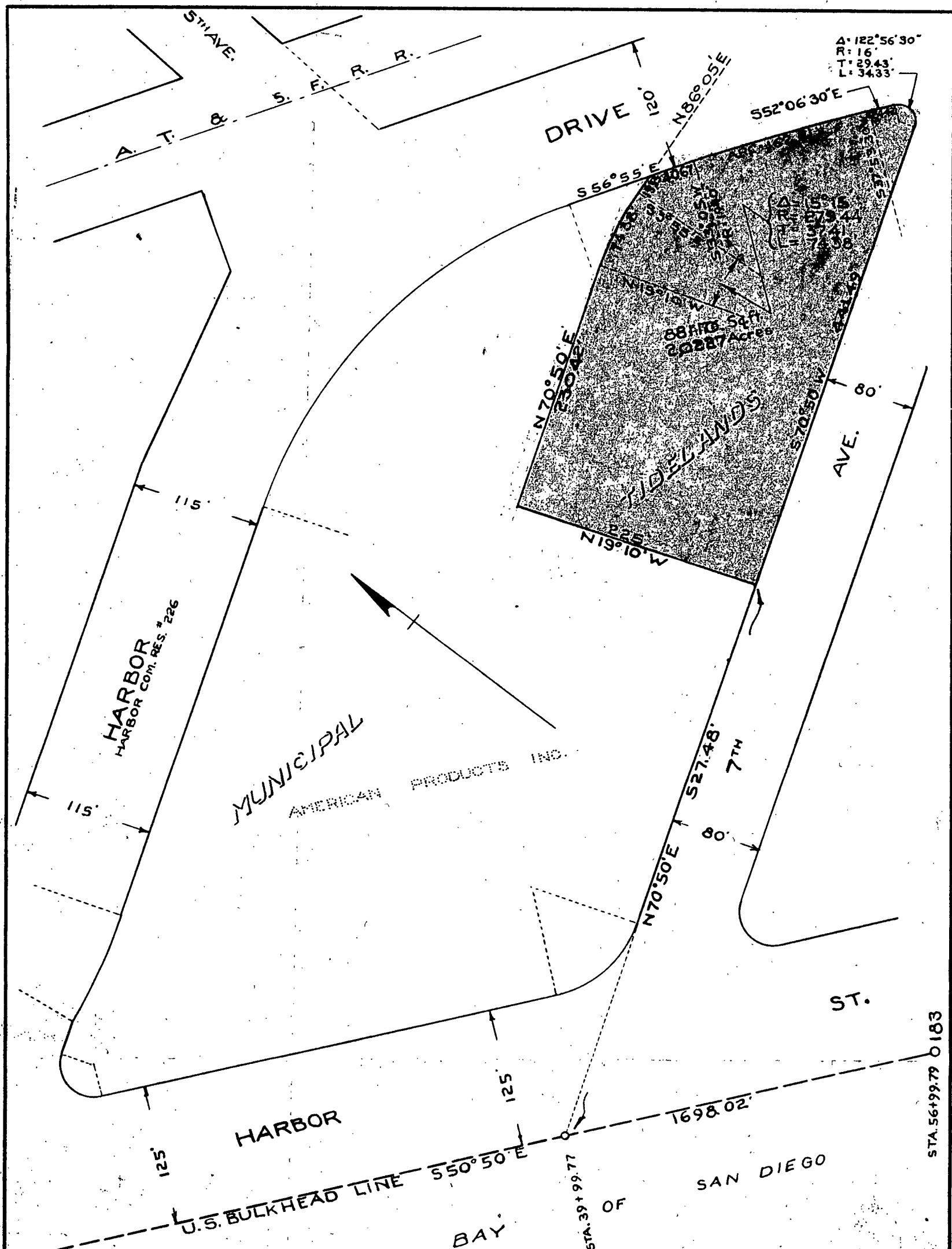
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with James M. Montgomery for services as Engineer for design of water treatment plant; being Document No. 354337.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy





NOTE - Lease area shown shaded.

DRAWN BY L.R.L.  
 TRACED BY  
 CHECKED BY  
 APPROVED  
 PORT DIRECTOR

HARBOR DEPARTMENT - CITY OF SAN DIEGO  
 MUNICIPAL TIDELAND LEASE  
**SAN DIEGO PLANING MILL INC**  
 AND  
**AMERICAN MILL & MANUFACTURING INC.**

DATE MAR. 22, 1943  
 SCALE - 1" = 100'  
 DRAWING N<sup>o</sup>  
**16-B-3**



L E A S E

THIS INDENTURE OF LEASE, made and entered into this 7th day of June, 1945, 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 PLANING MILL, INC., a corporation, and AMERICAN MILL & MANUFACTURING, INC., a corporation, 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 on the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situate in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described 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  $70^{\circ} 50'$  east a distance of 527.48 feet to the true point or place of beginning; thence at right angles north  $19^{\circ} 10'$  west a distance of 225 feet to a point; thence at right angles north  $70^{\circ} 50'$  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  $86^{\circ} 05'$  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  $56^{\circ} 55'$  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  $52^{\circ} 06' 30''$  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  $70^{\circ} 50'$  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.

The lands hereinabove described being shown on Harbor Department Drawing No. 16-B-3, 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 five (5) years, beginning on the 1st day of July, 1945, and ending on the 30th day of June, 1950, unless sooner terminated as herein provided, upon the rentals hereinafter specified; with an option on the part of the lessees to extend this lease at the end of the first term for another five-year period; and at the end of the second term to extend the same for another five-year period; and at the end of the third term to extend the same for another five-year period; and at the end of the fourth term to extend the same for another five-year period.

Such option shall be exercised by notice in writing on the part of the lessees, filed with the Clerk of The City of San Diego at least ninety (90) days prior to the end of the term of this lease, or any extension thereof. Thereupon this lease shall continue in full force and effect in accordance with all of the provisions hereof, except for increase of rental rate during the ensuing period of five years, and so through each succeeding period for which the lessees shall exercise their option. The rentals to be paid by lessees are as follows:

For the first five-year period, the sum of three cents (3¢) per square foot per year;

For the second five-year period, the sum of four cents (4¢) per square foot per year;

For the third five-year period, the sum of five cents (5¢) per square foot per year;

For the fourth five-year period, the sum of six cents (6¢) per square foot per year; and

For the fifth and last five-year period, the sum of seven cents (7¢) 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.

In addition to the monthly rental hereinabove provided to be paid, the said lessees shall pay annually to the City a sum of money equal to five per cent (5%) of the total gross receipts derived from the operation of a restaurant or eating establishment on the demised premises.

In this connection the lessees hereby covenant and agree that they will at all times during the life of this lease, and any extension thereof, keep true, accurate and complete records of all receipts derived from the operation of a restaurant or eating establishment on said demised premises, and at the close of each fiscal year they will render a statement to the City showing the total gross receipts derived by them from the operation of said restaurant or eating establishment during the preceding year, together with the amount payable to the City as hereinabove provided, and will accompany the same with a remittance of the amount so shown to be due; provided, however, that the City shall, through its duly authorized agent or representatives, have the right at any and all reasonable times to examine and audit said records for the purpose of determining the accuracy thereof, and of the annual statements of gross receipts hereinabove required to be made.

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 the event that Seventh Avenue adjoining said tidelands is at any time hereafter abandoned and closed to public use, said lessees shall have the right and option to have added to the ground area included in this lease, one-half the area of said street lying parallel to the premises described herein, upon the same terms and conditions as provided in this lease.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions herein-after provided, to-wit:

(1) That the demised premises hereinabove described shall be used for the following purposes: The conducting and maintaining thereon of the business of selling and storing lumber and all allied construction and building materials; the operation and maintenance of a planing mill and sash and door factory; the construction and operation of a warehouse; the construction and operation of a factory for the manufacture and sale of products made from wood, plastic and metal; and the business of trucking. The lessees shall also have the right to construct, maintain and operate upon the demised premises a restaurant or eating establishment; and such other building or buildings as may be necessary or convenient to carry on said businesses.

(2) That all plans for buildings and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the Harbor Commission and Planning Commission of said City.

(3) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessees to be paid compensation for their buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessees, the lessees shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by them on the premises.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.

(5) That said City reserves the right to lay water pipes across said lands, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general plan of harbor improvement adopted by the Council of said City, and that the lessees will remove any structures or buildings from said demised premises as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at their own cost and expense, and without any claim or right to damages or compensation therefor; provided, only, that said lessees shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

(6) In the event the lessees shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above 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 City 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 acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessees to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made thereby are made a part of this lease with like effect as though the same were expressly set forth herein.

It is further understood and agreed that the execution of this lease and the acceptance hereof by the lessees is intended to and shall operate as an immediate termination of that certain lease between The City of San Diego and San Diego Planing Mill, a corporation, bearing date the 1st day of June, 1933, on file in the office of the City Clerk of said City as Document No. 284636, as amended on April 1st, 1941, and April 6, 1944; and that all rights of the lessee, San Diego Planing Mill, in or under said lease and amendments thereto, and in the estates and terms therein granted, shall forthwith terminate.

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego, acting for and on behalf of said City, have hereunto subscribed their names as and for the act of said City, and the said lessees have caused this instrument to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers thereunto duly authorized, the day and year first hereinabove written.

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 KLUICKA

WM. E. HARPER

Members of the Harbor Commission of The City of San Diego

SAN DIEGO PLANING MILL, INC.

By PHILLIP M. BARKER (Pres.)

AMERICAN MILL & MANUFACTURING, INC.

By F. F. EVENSON Pres.

Lessees

(SEAL)

ATTEST: FRANK O BENZ Sec.

(SEAL)

ATTEST: BEATRICE B. EVENSON

I hereby approve the form of the foregoing Lease, this 7th day of June, 1945.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of tidelands lease with San Diego Planing Mill Inc. and American Mill and Mfg. Company; being Document No. 354363.

FRED W. SICK

City Clerk of the City of San Diego, California

By *Francis T. Tatten* Deputy

L E A S E

THIS INDENTURE, made this 8th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the "Lessor", and EDGAR B. LEVI, hereinafter called the "Lessee", WITNESSETH:

## I.

That the Lessor is the owner of all that real property situated in the County of San Diego, State of California, and bounded and described as follows:

A parcel of land 50 feet more or less in width and 7,000 feet, more or less in length, containing 8 acres, more or less, lying between the easterly line of the County Highway known as Morena Avenue and the westerly line of Lots 157, 158, 163, 164, 169, 170, 175, 176, 181, 182, 187, 188, 193 and 194 of El Cajon Valley Co's Lands according to map thereof No. 289, filed for record in the office of the County Recorder of San Diego County, California, December 30, 1886, and said parcel extending northerly from the westerly prolongation of the southerly line of said Lot 157 to the westerly prolongation of the northerly line of said Lot 194; said parcel of land being a portion of the land conveyed to The City of San Diego by Joe W. Sefton, Arnold C. Ross, and Lena P. Crouse, as trustees of the El Cajon Valley Company by deed dated November, 3, 1943, recorded January 29, 1944, in Book 1630, page 100, Official Records of San Diego County, California, and filed with the City Clerk of the City of San Diego as Document No. 346581.

Excepting therefrom any dedicated roads, and subject to any and all easements and rights of way of record. hereinafter referred to as the "leased premises".

## II.

That the Lessor hereby leases to the Lessee the leased premises for the term of five (5) years, beginning on the first day of May, 1945, and ending on the thirtieth day of April, 1950.

## III.

That the Lessee will pay to the Lessor, at the office of the City Treasurer of said City of San Diego, the sum of Ten Dollars (\$10.00) as rental for the use of the leased premises for the first year of said term, and the sum of Twenty-five Dollars (\$25.00) per year for each of the last four years of said term; each year's rental to be paid in advance on the first day of each respective year of said term.

## IV.

The leased premises are leased to the Lessee for agricultural and grazing purposes only, and for no other purpose. The Lessor reserves all gas, oil and mineral rights in and on said premises.

## V.

Neither this lease nor any right or interest of the Lessee hereunder may be in any manner assigned, sublet, transferred or encumbered without the express consent of the Lessor, expressed in the form of a resolution duly adopted by the City Council of said City of San Diego.

## VI.

There is now situated upon the leased premises, at a point about three (3) feet west of the easterly boundary thereof, and about two hundred forty feet south of the north line of Lot 193 extended westerly, a small pump house, containing a ten horsepower electric motor and pump. This pump house, motor and pump are the property of the Lessee, and may be used by him (subject, however, to the City's paramount water rights) at their present location during the term of this lease and may be removed by him at any time during the term of this lease, or within fifteen (15) days thereafter.

## VII.

That the Lessee shall keep and maintain the leased premises in as good repair and condition as he may receive them, ordinary wear and tear, and Acts of God excepted, at his own expense; and the Lessor shall not be called upon to make any expenditures or repairs on said premises. The Lessee shall when due, and before they become delinquent, pay all taxes assessed upon any improvements made by the Lessee on the leased premises (including said pump house, motor and pump, which are already on the leased premises).

## VIII.

The Lessor reserves the right to enter upon the leased premises and construct and install and operate therein a pipeline, consisting of one or more pipes, and telegraph and/or telephone lines, and/or to drill, operate and maintain wells and pumping equipment therefor (including the installation and use of electric power lines and poles), upon the following terms and conditions: The Lessor shall first give ninety (90) days written notice of its intention to install said pipeline and/or telegraph and/or telephone lines, and/or to drill said wells, such notice to be given to the Lessee either personally or by mailing it by registered mail, addressed to the Lessee at 4348 Trias Street, San Diego 3, California. At any time within said ninety-day period, or during the construction of said pipeline and/or telegraph and/or telephone lines and/or the drilling of said well or wells, the Lessee may elect to terminate this lease forthwith, by written notice of his intention so to do, delivered personally to, or mailed by registered mail to, the City Manager of said City of San Diego, at his office in the Civic Center Building, San Diego, California. In the event of such termination by the Lessee, he shall be entitled to the return to him of a proportionate part of any rentals which he shall have paid in advance for the year in which such termination is made. This right to terminate the lease is in lieu of any and all other rights, claims and/or rights of action on the part of the Lessee which may at any time or in any way arise out of the entry by the Lessor and/or the construction, installation, operation, maintenance, repair, reconstruction or replacement of said pipeline and/or telegraph and/or telephone lines and/or drilling, operating and maintaining said wells and pumping equipment. After installation of pipeline, etc., the Lessor may, without further notice, enter upon the leased premises and there do all things which may be necessary or convenient to inspect, operate, maintain, repair, reconstruct or replace said pipeline and/or telegraph and/or telephone lines and/or wells and pumping equipment. Lessee shall not use the leased premises in such manner as to damage such pipelines, telegraph and/or telephone lines and/or wells and pumping equipment.

## IX.

The Lessor is not obligated to furnish water to the Lessee for any purpose. The Lessee, however, may, at his own sole expense, pump underground waters from the leased premises (subject, however, to the City's paramount water rights); such pumping to be done only from the well now existing on the leased premises, as specified in Paragraph VI, hereinabove, in such manner as shall not interfere with the construction, installation, operation, maintenance, repair, reconstruction or replacement of said pipeline and/or telegraph and/or telephone lines, and the water so pumped shall not be carried beyond the watershed, nor used on lands other than those on which water pumped from the leased premises has heretofore been used.

X.

There are at this time certain pipelines, the property of the Lessee, running along and across the leased premises, beneath the surface of the ground. These pipelines may remain in place, and be used by the Lessee, as heretofore; provided that the Lessor shall the right, whenever it shall deem it necessary, to move any of said pipelines for the greater convenience of the Lessor in installing, operating, repairing, maintaining, reconstructing or replacing any pipeline, telegraph line, telephone line, power line, well and/or pumping equipment of the Lessor on said premises; if the Lessor shall so move any pipeline of the Lessee, the Lessor shall, at its own expense, move and reconnect the same. The Lessee may not install any other or additional pipeline on or in the leased premises without the Lessor's consent, but the Lessee may at his own expense make all necessary repairs to the Lessee's existing pipelines therein, to keep them in good condition; such repairs must be made without damaging or disturbing any pipeline, telephone line, telegraph line, power line, well and/or pumping equipment of the Lessor on the leased premises.

XI.

In the event of any violation of any of the terms or conditions of this lease, the Lessor may terminate this lease upon ten (10) days notice, specifying the violation, and may re-enter and take entire possession of the leased premises, unless such violation shall be completely terminated within said period of ten days.

XII.

Within thirty (30) days after the expiration or termination of this lease, the Lessor will, at its own expense, remove the fence which is now located along the westerly side of the leased premises, and will re-install said fence along the easterly boundary of the leased premises.

XIII.

The Lessee has heretofore purported to lease to George McClain and Douglas McClain the said leased premises. It is agreed that said purported lease from the Lessee shall be deemed to be, for all purposes, a sub-lease hereunder, and subject to all the terms, covenants and conditions of this lease; and the consent of the Lessor is hereby given to the said sub-lease heretofore made; however, this consent to this one sub-lease shall not be considered as a waiver of any of the provisions of Paragraph V, hereinabove, as to any assignment, sub-lease, transfer or encumbrance hereafter made or attempted to be made; and said sub-lease heretofore made shall not be assigned, transferred, encumbered or sub-leased without the consent of the Lessor, as provided in Paragraph V, hereinabove.

XIV.

That the Lessee, upon the last day of the term, or other sooner termination of this lease, will peaceably and quietly leave, surrender and yield up unto the Lessor the leased premises, in as good state and condition as the same are now, reasonable wear and tear, Acts of God, and acts of the Lessor under the provisions of Paragraph VIII hereinabove excepted.

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. 81216 authorizing such execution, and said Lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,  
By F. A. RHODES  
City Manager  
EDGAR B. LEVI

I HEREBY APPROVE the form and legality of the foregoing Lease this 2nd day of June, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Edgar B. Levi for land in El Cajon Valley Co's. Lands; being Document No. 354364.  
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, State of California, State Blind Shop is the owner of Lot G and H, Block 53, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of March, by State of California, State Blind Shop that we will, for and in consideration of the permission granted to remove fourteen (14) feet of curbing on 14th between E and F, 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 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.

STATE OF CALIFORNIA, STATE BLIND SHOP  
By R. V. GOODMAN, JR. Manager  
1344 "F" Street, San Diego, Calif.

STATE OF CALIFORNIA, }  
County of San Diego, } ss.

On this 24th day of March, A.D. Nineteen Hundred and forty-five, before me, Lucy F. Perry, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. V. Goodman, Jr., known to me to be the Manager of State of California, State Blind Shop and known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) LUCY F. PERRY  
My Commission expires Oct. 30, 1945 Notary Public in and for the County of San Diego,  
State of California



I HEREBY approve the form of the foregoing agreement this 9th day of May, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 24 1945 1 min. past 12 P.M. in Book 1862 at page 492 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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 State Blind Shop; being Document No. 353770.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

This is not a Corporation, - only a Co-Partnership

# 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, Ratner Manufacturing Company, a partnership is the owner of Lots G and H in Block Seventy-seven (77) of Horton's Addition, City of San Diego, California;

NOW, THEREFORE, This AGREEMENT, signed and executed this 10th day of May, 1945, by Ratner Manufacturing Company that they will, for and in consideration of the permission granted to remove 21 feet of curbing on 13th Street between F Street and G Street, adjacent to the above described property, bind themselves to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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.

RATNER MANUFACTURING COMPANY

By ABRAHAM RATNER Partner

730 13th Street

STATE OF CALIFORNIA,

ss.

County of San Diego.

On this 10th day of May, A.D. Nineteen Hundred and Forty-five, before me, Frank Pomeranz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Abraham Ratner, known by me to be a co-partner in the Ratner Manufacturing Company, and known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in \_\_\_\_\_, County of San Diego, State of California, the day and year in this certificate first above written.

FRANK POMERANZ

(SEAL)

Notary Public in and for the County of San Diego,  
State of California

I HEREBY approve the form of the foregoing agreement this 18th day of May, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAY 24 1945 1 min. past 12 P.M. in Book 1862 at page 495 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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 Ratner Manufacturing Company, being Document No. 353924.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National banking association, does hereby consent and agree to act as the paying agent for the principal and interest of the \$2,600,000.00 San Dieguito Water System Acquisition Bonds, to be issued by The City of San Diego, upon the terms and conditions and for the consideration hereinafter recited, to-wit:

(1) That not later than the day upon which each interest payment upon said bonds shall be due the Treasurer of The City of San Diego shall deposit in or transfer to a special account in the San Diego office of the Bank of America funds sufficient to meet the interest payments upon said bond issue falling due on said day; and shall likewise upon the date of each principal maturity date deposit in or transfer to said special account the full amount of principal due thereon, said special account to be drawn on by the Treasurer only for the purpose of reimbursing the Bank of America, as provided in paragraph (3) hereof.

(2) That concurrently with the making of said deposits the Treasurer of said City shall file with the Bank of America in San Diego a certificate showing the amount of bonds outstanding of such issue theretofore maturing and then presently due at the date such certificate is filed.

(3) That upon the making of said deposits in said special fund by said Treasurer the Bank of America will pay for the account of said City such bonds or coupons presented to it for that purpose in compliance with the terms of such bonds and as they mature or otherwise become payable, and in the event such bonds and coupons are presented for payment in the City of New York, the said Bank of America will cause said bonds and coupons to be honored by the National City Bank of New York in compliance with the terms of said bonds. That the bonds and coupons which are so paid or honored by said banks will be cancelled and delivered to the Treasurer of The City of San Diego, and immediately upon such delivery

said Treasurer shall cause the Bank of America to be reimbursed for the total amount of such payments.

(4) That the Treasurer of The City of San Diego shall pay to said Bank of America as total compensation for performing the duties of paying agents for said City, being inclusive of all fees which said bank is required to pay to the National City Bank of New York for the performance of the latter's duties, the following amounts:

Payment of interest coupons: 1/4 of 1% of interest received, with a minimum of five cents for each coupon handled.

Payment of principal: At maturity or upon a call for redemption of the entire amount outstanding. For any principal payment or redemption operation:

1/10th of 1% of principal amount of bonds to be redeemed up to \$500,000.00

1/20th of 1% of principal amount of bonds to be redeemed on next \$500,000.00

1/30th of 1% of principal amount of bonds to be redeemed on the next \$1,600,000.00

For optional redemption of bonds or for a call by lot of a part of the issue:

1/8th of 1% of principal amount of bonds redeemed.

(5) The City of San Diego shall on or before the date upon which the first interest payment is due upon said issue of bonds furnish said bank two specimen bonds and coupons of such issue; each specimen bond shall bear the signatures of the Mayor, the Treasurer and the City Clerk of The City of San Diego; each specimen coupon shall bear the facimile signature of the Treasurer of said City.

IN WITNESS WHEREOF, the Bank of America National Trust and Savings Association has caused this agreement to be executed by its officers hereunto duly authorized this first day of May, 1939.

BANK OF AMERICA NATIONAL TRUST

AND SAVINGS ASSOCIATION

By MARC RYAN Vice-President

By H. R. MOORE Assistant Trust Officer

(SEAL)

The City of San Diego, acting by and through the Treasurer of said City, hereby accepts and agrees to be bound by the foregoing agreement.

Dated this 2nd day of May, 1939.

THE CITY OF SAN DIEGO

By R. C. LINDSAY

Treasurer

I hereby approve the form of the foregoing agreement this 2d day of May, 1939.

D. L. AULT, City Attorney

By H. B. DANIEL

Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Bank of America to act as paying agent for \$2,600,000 San Dieguito Water System Acquisition Bonds; being Document No. 354365.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances 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 6th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the "City", and GEORGE STYLIANO, 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 City refuse, other than garbage, from the curbs and sidewalks within the areas or districts, and at the times hereinafter specified, for the total sum of One Thousand Two Hundred Fifty Dollars (\$1250.00) per month, to-wit:

Collection Day

Monday through Saturday..... District or Area of Collection  
All of Loma Park Trailer Camp; also, all of  
Frontier Housing Project.

The period of this contract shall extend from May 14, 1945 to and including June 30, 1945.

(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 Two Hundred Fifty Dollars (\$1250.00) for the services performed by the contractor for the preceding month.

(9) In the event the contractor shall fail or refuse to perform any of the agreements or covenants by him undertaken to be performed and such failure shall continue for a period of seven (7) days, the City shall have the absolute right to terminate and cancel this contract; and upon such termination and cancellation the contractor shall have no further rights hereunder.

(10) It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the General Laws in effect in said City shall said City, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its City Manager, acting under and pursuant to Resolution No. 81073 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 F. A. RHODES  
City Manager  
GEORGE STYLIANO  
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 12th day of May, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$1,976.00  
Dated June 4th 1945

J. McQUILKEN  
Auditor and Comptroller of the City of San Diego, California

To be paid out of General GC 272  
Memo George Styliana refuse collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with George Styliana for collection of City refuse; being Document No. 354369.

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 moving in a house

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS  
City of San Diego )

Arno T. Smith and Cynthia N. Smith, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property; Lot Twenty-nine (29) (East one-half of Arbitrary Lot H) Subdivision La Mesa Colony, located at 5140 Catoctin Drive;

That we desire to move in a residence on the above described property and have applied for a zone variance under petition No. 2803, dated April 30, 1945;

That we, in consideration of approval granted by the City of San Diego to move in said



house by Zoning Committee Resolution No. 935, dated May 10, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the property described above will only be used for 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.

ARNO T. SMITH  
5137 La Dorna Dr.

CYNTHIA N. SMITH  
5137 La Dorna Dr.

On this 11th day of May A.D. Nineteen Hundred and forty-five, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arno T. Smith and Cynthia N. Smith known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego County of San Diego, State of California, the day and year in this certificate first above written.

CLARK M. FOOTE JR.

(SEAL) Notary Public in and for the County of San Diego,  
State of California

My Commission expires March 16, 1947.

RECORDED MAY 24 1945 1 min. past 12 P.M. in Book 1861 at page 304 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.

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 from Arno T. and Cynthia N. Smith regarding moving in a house; being Document No. 353804.

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 construction of addition to a residence which is on  
the lot line

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss  
City of San Diego )

Bryan Parks and Ada Parks, after being first duly sworn, each for himself deposes and says:

That I am the owner of the hereinafter described real property: Lot Twelve (12) and Thirteen (13) Block Sixty three (63) Subdivision Ocean Beach, located at 4946 Del Monte Avenue;

That I desire to construct an addition to a residence which is located on the property line;

That I, in consideration of approval granted by the City of San Diego to construct said addition; do hereby covenant and agree to and with said City of San Diego, a municipal corporation, that the Westerly three (3) feet of Lot thirteen (13) will always be in the same ownership as Lot twelve (12) of said Block Sixty three (63) Ocean Beach as a sideyard for the residence on Lot twelve (12).

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.

BRYAN PARKS  
4946 Delmonte St Ocean Beach Calif

ADA PARKS  
4946 Delmonte Ocean Beach

On this 17th day of May A.D. Nineteen Hundred and Forty-five, before me, Agnes G. Ells a Notary Public in and for said County, residing therein, duly commissioned and sworn personally appeared Byron Parks & Ada Parks 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.

AGNES G. ELLS

(SEAL) Notary Public in and for the County of San Diego,  
State of California

RECORDED MAY 24 1945 1 min. past 12 P.M. in Book 1861 at page 307 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

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 from Bryan and Ada Parks regarding construction of addition to residence which is on the lot line; being Document No. 353929.

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 construction of display shed and retail tractors (5 h.p. and smaller garden tractors)

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
City of San Diego

ss

John W. Greene and Doris K. Greene, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: Lots Seven (7) and Eight (8) Subdivision Victory Manor, located at 5543 Market Street;

That we desire to erect a display shed and retail tractors on the above described property and have applied for a Zone Variance under petition No. 2798, dated April 27, 1945;

That we, in consideration of approval granted by the City of San Diego to erect said building and retail tractors by Zoning Committee Resolution No. 933, dated May 10, 1945; 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 with Japan cease, we will then discontinue the retail tractor business on the above described property;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

JOHN W. GREENE  
5543 Market

DORIS K. GREENE  
5543 Market Street San Diego 2

On this 18th day of May A.D. Nineteen Hundred and forty-five, before me, Jane M. Hennen a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John W. Greene and Doris K. Greene, husband and wife, 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) JANE M. HENNEN  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Aug. 14, 1948  
RECORDED MAY 24 1945 1 min. past 12 P.M. in Book 1861 at page 305 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

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 John W. and Doris K. Greene regarding shed for retail tractors; being Document No. 353930.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tolan Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY L. C. ANDERSON AND CARL A. BRORSON, CO-PARTNERS DOING BUSINESS UNDER THE FIRM NAME AND STYLE OF L. C. ANDERSON COMPANY, UNDER THEIR CONTRACT FOR THE CONSTRUCTION OF TWO COMFORT STATIONS IN THE MISSION BEACH AMUSEMENT AREA, IN THE CITY OF SAN DIEGO, CALIFORNIA, WHICH SAID CONTRACT IS DATED FEBRUARY 5, 1945, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 352202.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by L. C. Anderson and Carl A. Brorson, co-partners doing business under the firm name and style of L. C. Anderson Company, under their contract with the City for the construction of two comfort stations in the Mission Beach Amusement Area, in The City of San Diego, California, and which contract is dated February 5, 1945, and is on file in the office of the City Clerk of said City as Document No. 352202, have been performed and furnished to the satisfaction of the City Manager of said City in charge of and having supervision of said work on May 7, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on May 22, 1945, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by L. C. Anderson and Carl A. Brorson, co-partners doing business under the firm name and style of L. C. Anderson 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 22nd day of May, 1945.

(SEAL)

THE CITY OF SAN DIEGO  
By FRED W. SICK  
City Clerk

## RESOLUTION NO. 81104

WHEREAS, it appears by a communication from the City Manager of The City of San Diego, on file with the City Clerk of said City, that the work performed and materials furnished by L. C. Anderson and Carl A. Brorson, co-partners doing business under the firm name and style of L. C. Anderson Company, for the construction of two comfort stations in the Mission Beach Amusement Area, in said City, which contract is dated February 5, 1945, and is on file in the office of the City Clerk of said City, as Document No. 352202, 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 L. C. Anderson and Carl A. Brorson, co-partners doing business under the firm name and style of L. C. Anderson Company, under their contract for the construction of two comfort stations in the Mission Beach Amusement Area, 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 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 22nd day of May, 1945, by the following vote, to-wit:

YEAS - Councilmen: Wincote, Hartley, Boud, Dail, Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: Crary

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. 81104 of the Council of the City of San Diego, California, as adopted by said Council May 22 1945.

(SEAL)

FRED W. SICK

City Clerk

By AUGUST M. WADSTROM

Deputy

RECORDED MAY 23 1945 42 min. past 9 A.M. in Book 1882 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.

NOLA N. PFAHLER

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of work performed by L.C.Anderson Company under their contract for construction of Mission Beach Amusement Area comfort stations; being Document No. 353999.

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, Melvin D. Miller is the owner of Pueblo Lot 242 (portion), Block 3734, of Midway Dr.

NOW, THEREFORE, This AGREEMENT, signed and executed this 16 day of May, 1945, by Melvin D. Miller that I will, for and in consideration of the permission granted to remove 25 feet of curbing on 3734 Midway Drive between Rosecrans St. and West Pt. Loma Blvd., 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.

MELVIN D. MILLER

3734 Midway Dr.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 16th 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 Melvin D. 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)

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 24th day of May, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUN 1 1945 12 min. past 11 A.M. in Book 1888 at Page 69 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

RUTH HUBBARD

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Melvin D. Miller; being Document No. 354070.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy



No. W 7034 qm 133

## SUPPLEMENTAL AGREEMENT TO DISPENSE WITH NOTICE OF RENEWAL

THIS SUPPLEMENTAL AGREEMENT entered into this 19th day of March, 1945, 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, 1945, 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 deleted, and there is inserted in lieu thereof the following provisions numbered 3:

"3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1945 through June 30, 1946, provided that, unless and until the Government shall give notice of termination in accordance with provisions 11 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 from 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 provided, further, that this lease shall in no event extend beyond fifteen (15) years from and after the 23rd day of August, 1941.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

WITNESS: A. E. CURTIS

THE CITY OF SAN DIEGO, Lessor.  
a Municipal Corporation  
By F. A. RHODES  
Acting City Manager

THE UNITED STATES OF AMERICA  
By JOHN A. MOOMIS  
(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 agreement; that F.A.Rhodes, who signed said agreement on behalf of the Lessor, was then Acting 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 approve the form and legality of the foregoing Supplemental Agreement to Dispense with Notice of Renewal, this 28 day of March, 1945.

J. F. DuPAUL

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with United States regarding renewal of lease on portion of Pueblo Lot 1311; being Document No. 354077.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

RENEWAL NOTICE

May 29, 1945

City of San Diego  
San Diego, California  
Dear Sirs:

Contract No. C6ca-1084 dated March 27, 1942 covering Airport Traffic Control Tower and equipment is hereby renewed pursuant to the terms thereof for the period beginning July 1, 1945 and ending June 30, 1946.

Annual rental No monetary consideration Area Approx. 8 x 10 ft.  
Address or location of property Airport Traffic Control Tower, Lindbergh Field,  
San Diego, California

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  
Administrative Officer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal Notice for rent of portion Lindbergh Field for Airport Traffic Control Tower and equipment by Department of Commerce; being Document No. 354208.

FRED W. SICK  
City Clerk of the City of San Diego, California

By FT Patten Deputy

## RENEWAL NOTICE

May 29, 1945

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, 1945 and ending June 30, 1946.

Annual rental \$1.00

Area 0.23 acres

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

Administrative Officer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal Notice of contract for Beacon Site No. 1 La Jolla by Department of Commerce; being Document No. 354209.

FRED W. SICK  
City Clerk of the City of San Diego, California

By FT Patten Deputy

Appropriation: 1760803.05140 Maintenance Bureau Supplies and Accounts 1946  
Requisition: S&A Bureau 8009-46

## RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease: N0d-1290w. City of San Diego, Calif. Lessor. d.10/25/39 covering approx. 32.93 a. in Balboa Park, Calif., for add'l. facilities for Naval Hospital L5-27-SD-1 the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after June 30, 1945, 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, 1945, and ending June 30, 1946.

Dated at Washington, D.C., 31 May 1945.

THE 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.

The City Manager City of San Diego  
San Diego, Calif.

NOTE: please acknowledge receipt of this notice.

Approved JUN 2 1945

F.A. RHODES City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Government lease of land in Balboa Park for Naval Hospital; being Document No. 354265.

FRED W. SICK  
City Clerk of the City of San Diego, California

By FT Patten Deputy

Appropriation: 1760803.05140 Maintenance Bureau Supplies and Accounts 1946  
Requisition: S&A Bureau 8009-46

## RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government Lease: N0d-1977w. City of San Diego, Calif. Lessor. d.5/28/41 Covering portion of Old City Jail, San Diego, Calif., for prophylactic station L5-92-SD the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after June 30, 1945, 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, 1945, and ending June 30, 1946.

Dated at Washington, D.C., 31 May 1945

THE 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.

NOTE: Please acknowledge receipt of this notice.

City Manager  
City of San Diego  
San Diego, California

Approved JUN 2 1945

F. A. RHODES City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Renewal of Lease with United States for portion old City Jail for prophylactic station; being Document No. 354266.

FRED W. SICK  
City Clerk of the City of San Diego, California

By FT Patten Deputy

Appropriation: 1760430 Fleet Training, Navy, 1946  
 Requisition: BuPers Reqn. 4014-46

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease: Nod-1957w. City of San Diego, Calif. Lessor, d.4/1/41 covering approx. 32a. land in San Diego Cty. Calif., for Marine Corps Rifle Range L5-67-SD the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after June 30, 1945, 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, 1945, and ending June 30, 1946.  
 Dated at Washington, D.C., 31 May 1945.

THE 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.

Mr. Walter W. Cooper, City Manager  
 City of San Diego  
 San Diego, California

NOTE: Please acknowledge receipt of this notice.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Renewal of Lease with United States for Marine Corps Rifle Range; being Document No.354267.

FRED W. SICK

City Clerk of the City of San Diego, California

By \_\_\_\_\_ 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 TWO THOUSAND FOUR and no/100 Dollars (\$2004.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of May, 1945.

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 KETTNER BOULEVARD, INDIA STREET, COLUMBIA STREET, STATE STREET, UNION STREET, FRONT STREET, FIRST AVENUE, A STREET, B STREET, C STREET, BROADWAY, within the limits and as particularly described in Resolution of Intention No. 80548, adopted by the Council on February 6, 1945, 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: R. C. CAVELL Secretary

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY  
 Vice President in Charge of Sales  
 Principal (SEAL)

ATTEST: \_\_\_\_\_

THE CENTURY INDEMNITY COMPANY

By F. S. BOWERS  
 Attorney-in-Fact  
 Surety (SEAL)

STATE OF CALIFORNIA, }

County of San Diego }

ss

On this 28th day of May, A.D., 1945, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of the Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

MARY ELIZABETH WILLIAMS  
 Notary Public in and for said County and State

My Commission expires Oct. 3, 1945

I hereby approve the form of the foregoing Undertaking this 6 day of June, 1945.

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. 81095 passed and adopted on the 22nd day of May, 1945, require and fix the sum of \$2004.00 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.

San Diego Lighting District No. 1

THIS AGREEMENT, made and entered into this 12th day of June, 1945, 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 streetlights located on the following streets, in the City of San Diego, California, to-wit:

The easterly 20.00 feet of KETTNER BOULEVARD, between the westerly prolongation of the north and south lines of C Street;

INDIA STREET, between the southerly line of Ivy Street and the north line of Broadway;

COLUMBIA STREET, between the south line of Beech Street and the north line of Broadway;

STATE STREET, between the southerly line of Elm Street and the north line of Broadway;

UNION STREET, between the south line of B Street and the north line of Broadway;

FRONT STREET, between the south line of B Street and the north line of Broadway;

FIRST AVENUE, between the south line of Beech Street and the north line of Broadway;

A STREET, between the east line of India Street and the west line of Front Street;

A STREET, between the east line of Front Street and a line parallel to and distant 14.00 feet easterly from the west line of Second Avenue;

B STREET, between a line parallel to and distant 100.00 feet westerly from the west line of India Street and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue;

C STREET, between the east line of Kettner Boulevard and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue; and

BROADWAY, between a line parallel to and distant 160.00 feet westerly from the northerly prolongation of the west line of California Street and a line parallel to and distant 100.00 feet easterly from the east line of First Avenue.

Such furnishing of electric current shall be for the period of time from and including July 1, 1945, to-wit, to and including June 14, 1946.

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 February 17, 1945, 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 Thousand Fourteen and 32/100 Dollars (\$8,014.32) 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 Eight Thousand Fourteen and 32/100 Dollars (\$8,014.32) 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 Eight Thousand Fourteen and 32/100 Dollars (\$8,014.32).

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: R. C. CAVELL 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  
PAUL J. HARTLEY  
ERNEST J. BOUD  
CHAS. 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 6th day of June, 1945.

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 San Diego Lighting District No. 1; being Document No. 354313.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis J. Peterson Deputy

#### A G R E E M E N T

THE BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National banking association, does hereby consent and agree to act as the paying agent for the principal and interest of those two certain bond issues, to-wit: \$6,000,000 Water System Extension Bonds, 1945 and \$2,000,000 Mission Bay Recreation Development Bonds, 1945, which bonds are to be issued by The City of San Diego, upon the terms and conditions and for the consideration herein-after stated, to-wit:

(1) That not later than the day upon which each interest payment upon said bonds shall be due the Treasurer of The City of San Diego shall deposit in or transfer to a special account in the San Diego office of the Bank of America funds sufficient to meet the interest payments upon said bond issues, or either of them, falling due on said day; and shall likewise upon the date of each principal maturity deposit in or transfer to said special account the full amount of principal due thereon, said special account to be drawn on only for the purpose of reimbursing the Bank of America as provided in paragraph (3) hereof, and for the payment of such bonds and coupons as may be presented to and paid by the City Treasurer.

Each week during which any bonds or coupons have been presented to and paid directly by the City Treasurer, he shall render a statement to the Bank of America National Trust and Savings Association showing the numbers, maturities and amounts thereof.

(2) That concurrently with the making of said deposits the Treasurer of said City shall file with the Bank of America in San Diego a certificate showing the amount of bonds outstanding of such issue or issues theretofore maturing and then presently due at the date such certificate is filed.

(3) That upon the making of said deposits in said special fund by said Treasurer the Bank of America will pay for the account of said City such bonds or coupons presented to it for that purpose in compliance with the terms of such bonds and as they mature or otherwise become payable, and in the event such bonds and coupons are presented for payment in the City of New York the said Bank of America will cause said bonds and coupons to be honored by the National City Bank of New York in compliance with the terms of said bonds. That the bonds and coupons which are so paid or honored by said banks will be cancelled and delivered to the Treasurer of The City of San Diego, and said Treasurer shall cause the Bank of America to be reimbursed for the total amount of such payments.

The Bank of America shall render to the Treasurer weekly statements as of the close of business on Saturday, or more often upon demand in writing by the Treasurer, showing all amounts paid or disbursed pursuant to the terms of this agreement, and shall therewith surrender all bonds and coupons cancelled pursuant to paragraph (3) hereof.

(4) That the Treasurer of The City of San Diego shall pay to said Bank of America as total compensation for performing the duties of paying agent for said City, being inclusive of all fees which said Bank is required to pay to the National City Bank of New York for the performance of the latter's duties, the following amounts:

Payment of Interest Coupons: 1/4 of 1% of interest received, with a minimum of five cents for each coupon handled.

Payment of Principal: For any principal payment or redemption operation at each maturity date: 1/10th of 1% of the principal amount of bonds to be redeemed.

(5) The City of San Diego shall on or before the date upon which the first interest payment is due, furnish the Bank of America two specimen bonds and coupons of each of said issues. Each specimen coupon shall bear the facsimile signature of the Treasurer of said City. In addition thereto, and at the time of the delivery of said specimen bonds, the City shall furnish said Bank with a signature certificate bearing the signatures of the Mayor, the Treasurer and the City Clerk of The City of San Diego.

IN WITNESS WHEREOF, The Bank of America National Trust and Savings Association has caused this agreement to be executed by its officers hereunto duly authorized this 15th day of June, 1945.

THE BANK OF AMERICA NATIONAL  
TRUST AND SAVINGS ASSOCIATION (SEAL)  
By C. E. DE ROCHIE Trust Officer  
By L. T. PETERSON  
Assistant Trust Officer

THE CITY OF SAN DIEGO, acting by and through the Treasurer of said City, hereby accepts and agrees to be bound by the foregoing agreement.  
Dated this 15th day of June, 1945.

THE CITY OF SAN DIEGO  
By R. C. LINDSAY  
Treasurer

I hereby approve the form and legality of the foregoing Agreement this 15th day of June, 1945.

J. F. DuPAUL,  
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Bank of America to act as paying agent for bond issues amounting to \$8,000,000; being Document No. 354481.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Peters Deputy

#### A G R E E M E N T

THIS AGREEMENT, made and entered into this 3rd day of January, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, as lessor, and LARRY FINLEY of La Jolla, California, party of the second part, as lessee, WITNESSETH:

That WHEREAS the lessor is the owner of the property hereinafter described; and

WHEREAS, the lessee desires to lease the same for the purpose of using it for a place to conduct rides for children and others; NOW, THEREFORE,

THE CITY OF SAN DIEGO does hereby lease and let to the said lessee and the said lessee does hereby take and accept from the said lessor, the following described property, to-wit:

A parcel of land in the Amusement Center in Mission Beach located in Pueblo Lot 1803 of the Pueblo Lands of San Diego according to the map thereof by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 36 in the Office of the County Recorder of San Diego County, California, said parcel of land being shown in the shaded area as Tract No. 2 on that certain Drawing No. 6432-L, dated February 5, 1945, and revised March 21, and March 31, 1945, signed H.W. Jorgensen, City Engineer, said drawing being on file in the office of said City Engineer, and being bounded and described as follows:

Commencing at a point on the westerly line of West Way, also known as Mission Boulevard and West Drive of Mission Boulevard, closed to public use by Resolution No. 76888 adopted May 12, 1942, by the Council of The City of San Diego, bearing S 22° 18' 30" E a distance of 910.25 feet from the southwesterly corner of Block 96, Mission Beach, according to the map thereof No. 1809 on file in the Office of said County Recorder; thence S 87° 12' W a distance of 9.33 feet to a point on the westerly edge of the existing concrete sidewalk; thence N 2° 48' W along the westerly line of said sidewalk being also along a line parallel to the westerly line of said West Way a distance of 458.28 feet to the beginning of a tangent curve concaved easterly having a radius of 357.74 feet; thence northerly along the arc

of said curve a distance of 53.90 feet to a point; thence S 87° 08' W a distance of 98.46 feet to a point; thence N 2° 52' W a distance of 48.52 feet to an angle point in the boundary line of that certain parcel of land being the Roller Coaster Site described in that certain Lease Agreement wherein The City of San Diego appears as Lessor and the Mission Beach Coaster Company, a corporation, appears as Lessee, said Lease Agreement having been dated as of March 1, 1945, the True Point of Commencement; thence in a general northeasterly direction along the boundary lines of said parcel of land described in said lease the following courses and distances:

N 42° 18' E, 56.89 feet; S 47° 40' 36" E, 4.00 feet; N 42° 19' 24" E, 37.72 feet; N 17° 21' 24" E, 61.43 feet; N 14° 11' 36" W, 41.70 feet to the point of a tangent curve concaved southeasterly having a radius of 46.50 feet and whose center bears N 88° 30' 24" E from the last described point; thence northeasterly and easterly along the arc of the last described curve a distance of 77.67 feet to a point; thence N 14° 43' 50" E a distance of 24.85 feet to a point; thence N 63° 02' 30" W a distance of 26.33 feet to a point; thence S 87° 08' 30" W a distance of 119.75 feet to a point; thence S 2° 52' E a distance of 244.22 feet to the true point of commencement.

RESERVING for the use of the lessees of the Roller Coaster Site the right of ingress and egress over and across the following described parcel of land, for and during the term of the lease of the Mission Beach Coaster Company:

A strip of land 10.00 feet in width, 5.00 feet on each side of the following described center line:

Commencing at the northeasterly terminus of that certain line described as bearing N 42° 19' 24" E, 37.72 feet, in said Lease of Agreement between The City of San Diego and the said Mission Beach Coaster Company; thence S 42° 19' 24" W a distance of 22.77 feet to the True Point of Commencement of said strip of land 10.00 feet in width; thence S 87° 08' W a distance of 53.78 feet to a point;

The northerly and southerly side lines of said strip of land 10.00 feet in width shall be prolonged or shortened so as to terminate in said line bearing N 42° 19' 24" E;

All of which is shown on a blue print of said Drawing No. 6432-L attached hereto and made a part hereof.

IT IS UNDERSTOOD AND AGREED That the lessee shall have the use of said property for the term beginning January 3, 1945 and ending January 2, 1948;

IT IS FURTHER UNDERSTOOD AND AGREED that the lessee will pay the lessor the sum of One Hundred Dollars (\$100.00) per month, payable in advance, for the use of said property during the term of this lease, or until such time as said lease is terminated, and in addition to said sum of One Hundred Dollars (\$100.00) per month, the lessee agrees to pay lessor the sum of two per cent (2%) of the gross receipts received by said lessee for any purposes for which said property may be used;

However, said 2% shall not apply to any money received by lessee for any federal, state or city tax;

IT IS FURTHER AGREED that as to other matters pertaining to the use of such property, the same shall be governed by the terms and conditions and be subject to the same rules and regulations as that certain lease entered into between The City of San Diego, party of the first part, and Larry Finley, party of the second part (City Clerk's Document No. 350997) which is the master lease covering the whole of Mission Beach Amusement Center.

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 of the City Council authorizing such execution, and Larry Finley as party of the second part has hereunto subscribed his name.

THE CITY OF SAN DIEGO, Lessor;  
Party of the First Part  
By F. A. RHODES, City Manager

LARRY FINLEY Lessee  
Party of the Second Part

I hereby approve the form and legality of the foregoing Agreement this 16th day of June, 1945.

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 Larry Finley for portion Mission Beach Amusement Center adjoining Roller Coaster; being Document No. 354479. [MAP - page 454]

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten 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-SIX DOLLARS (\$396.00), 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, 1945.

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 CURTIS STREET, DUMAS STREET, ELLIOTT STREET, FREEMAN STREET, GOLDSMITH STREET, HOMER STREET, IBSEN STREET, JAMES STREET, KINGSLEY STREET, LYTON STREET, CHATSWORTH BOULEVARD, 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. 80642, adopted by the Council on February 27, 1945, 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: R. C. CAVELL Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY

Vice President in Charge of Sales  
Principal



ATTEST: \_\_\_\_\_

THE CENTURY INDEMNITY COMPANY (SEAL)  
By F. S. BOWERS Attorney-in-Fact  
Surety

STATE OF CALIFORNIA,

} ss.

County of San Diego

On this 5th day of June, A.D. 1945, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL)

MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State

My Commission expires Oct. 3, 1945

I hereby approve the form of the foregoing Undertaking this 15 day of June, 1945.

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. 81133 passed and adopted on the 29th day of May, 1945, require and fix the sum of \$396.00 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

Loma Portal Lighting District No. 1

THIS AGREEMENT, made and entered into this 19th day of June, 1945, 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:

CURTIS STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

CURTIS STREET, between the northwesterly line of Chatsworth Boulevard and the southerly prolongation of the westerly line of Lot 77, Point Loma Villas;

DUMAS STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

ELLIOTT STREET, between the northwesterly line of Rosecrans Street and the northwesterly line of Plumosa Park;

FREEMAN STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

GOLDSMITH STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

HOMER STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

IBSEN STREET, between the northwesterly line of Rosecrans Street and the southerly line of Chatsworth Boulevard;

JAMES STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

KINGSLEY STREET, between the northwesterly line of Rosecrans Street and the southeasterly line of Chatsworth Boulevard;

The southwesterly 35.00 feet of LYTTON STREET, between the northwesterly line of Rosecrans Street and the northeasterly prolongation of the southeasterly line of Evergreen Street;

LYTTON STREET between the northeasterly prolongation of the southeasterly line of Evergreen Street and the northwesterly termination of said Lytton Street in Chatsworth Boulevard;

CHATSWORTH BOULEVARD, between its southeasterly termination in Lytton Street and the northwesterly prolongation of the southwesterly line of Curtis Street;

The northwesterly 45.00 feet of ROSECRANS STREET, between the southeasterly prolongation of the northeasterly line of Curtis Street and the southwesterly line of Lytton Street;

POINSETTIA DRIVE, between the northeasterly line of Elliott Street and the northwesterly line of Plumosa Park;

MONQUIL DRIVE, for its entire length in Plumosa Park;

NARCISSUS DRIVE, for its entire length in Plumosa Park;

HYACINTH DRIVE, between the westerly prolongation of the northerly line of Wing Street and the northeasterly line of Plumosa Park;

AZALEA DRIVE, for its entire length in Plumosa Park;

WISTERIA DRIVE, between the southeasterly line of Azalea Drive and the northeasterly line of Plumosa Park;

LOTUS DRIVE, for its entire length in Plumosa Park;

PLUMOSA DRIVE, for its entire length in Plumosa Park; and

AMARYLLIS DRIVE, between the southeasterly line of Poinsettia Drive and the northeasterly line of Lotus Drive.

Such furnishing of electric current shall be for a period of one year from and including June 28, 1945, to-wit, to and including June 27, 1946.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for Loma Portal Lighting District No. 1", filed March 8, 1945, 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."

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.

ATTEST: R. C. CAVELL 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  
G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
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 15 day of June, 1945.  
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 Loma Portal Lighting District No. 1; being Document No. 354482.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francisco T. Tatten Deputy

UNDERTAKING FOR STREET LIGHTING  
San Diego 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 THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS (\$3,856.00), 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, 1945.

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 SECOND AVENUE, THIRD AVENUE, FOURTH AVENUE, FIFTH AVENUE, SIXTH AVENUE, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET and MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 80610, adopted by the Council on February 20, 1945, 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: R. C. CAVELL (SEAL)  
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY  
Vice President in Charge of Sales  
Principal

ATTEST: \_\_\_\_\_ (SEAL)

THE CENTURY INDEMNITY COMPANY  
By F. S. BOWERS  
Attorney-in-Fact  
Surety

STATE OF CALIFORNIA }  
County of San Diego } ss.

On this 5th day of June, A.D., 1935, before me, Mary Elizabeth Williams, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose name is subscribed to the within Instrument, as the Attorney-in-Fact of The Century Indemnity Company and acknowledged to me that she subscribed the name of The Century Indemnity Company thereto as principal and her own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) MARY ELIZABETH WILLIAMS  
Notary Public in and for said County and State  
My Commission expires Oct. 3, 1945

I hereby approve the form of the foregoing Undertaking this 15th day of June, 1945.

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. 81134 passed and adopted on the 29th day of May, 1945, require and fix the sum of \$3,856.00 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  
San Diego Lighting District No. 2

THIS AGREEMENT, made and entered into this 19th day of June, 1945, by and between SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter called the first party, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the second party, WITNESSETH:

That WHEREAS, the said first party, as will fully appear by reference to the proceedings of the Council of The City of San Diego, has been awarded the contract for the work hereinafter mentioned,

NOW, THEREFORE, the respective parties hereto do promise and agree as follows, to-wit: Said first party, for the consideration hereinafter mentioned, promises and agrees with the said second party, that it will do and perform, or cause to be done and performed, in a good and workmanlike manner, under the supervision of the City Engineer of said City, all of the following work, to-wit: The furnishing of electric current for the lighting of the ornamental street lights located on the following street, in the City of San Diego, California, to-wit:

SECOND AVENUE, between the south line of B Street and the north line of Broadway;  
THIRD AVENUE, between the south line of A Street and the north line of Market Street;  
FOURTH AVENUE, between a line parallel to and distant 14.00 feet north of the south line of Ivy Street and the north line of Market Street;  
FIFTH AVENUE, between the south line of Laurel Street and the north line of K Street;  
SIXTH AVENUE, between the south line of A Street and the north line of Island Avenue;  
A STREET, between a line parallel to and distant 14.00 feet west of the east line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;  
B STREET, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;  
C STREET, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;  
BROADWAY, between a line parallel to and distant 100.00 feet west of the west line of Second Avenue and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;  
E STREET, between a line parallel to and distant 12.00 feet west of the east line of India Street and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue;  
F STREET, between the east line of Columbia Street and a line parallel to and distant 100.00 feet east of the east line of Sixth Avenue; and  
MARKET STREET, between the southerly prolongation of the east line of State Street and the west line of Seventh Avenue.

Such furnishing of electric current shall be for the period of time from and including July 1, 1945, to-wit, to and including June 30, 1946.

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. 2", filed March 1, 1945 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 Fifteen Thousand Four Hundred Twenty-three and 36/100 Dollars (\$15,423.36) 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. 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 Fifteen Thousand Four Hundred Twenty-three and 36/100 Dollars (\$15,423.36) shall be paid out of any other fund than said special fund designated as "San Diego 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 Fifteen Thousand Four Hundred Twenty-three and 36/100 Dollars (\$15,423.36).

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: R. C. CAVELL

Secretary

(SEAL)

By A. E. HOLLOWAY,

SAN DIEGO GAS & ELECTRIC COMPANY  
Vice President in Charge of Sales



THE CITY OF SAN DIEGO  
 By HARLEY E. KNOX  
 G. C. CRARY  
 CHARLES B. WINCOTE  
 PAUL J. HARTLEY  
 ERNEST J. BOUD  
 CHAS. 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 15 day of June, 1945.

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 San Diego Lighting District No. 2; being Document No. 354483.

FRED W. SICK  
 City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

# R E L E A S E

THIS INSTRUMENT, executed this \_\_\_\_\_ day of June, 1945, by THE CITY OF SAN DIEGO, State of California (hereinafter called "the City"); WITNESSETH:

WHEREAS, the buildings designated below, located in Balboa Park, City of San Diego, State of California, and owned by the City, were occupied immediately prior to March 5, 1943, by the following organizations:

- Building 1 - San Diego Society of Natural History;
- Building 17 - Fine Arts Society of San Diego;
- Buildings 22 and 24 - San Diego Museum Association (also known as San Diego Museum of Man);

and

WHEREAS, on March 5, 1943, the United States <sup>of America</sup> (hereinafter called "the Government"), acting by and through the Navy Department, took possession of said buildings for Naval purposes, thereby causing the removal of the aforesaid Societies from said buildings; and

WHEREAS, the City is without legal right or authority to authorize the use or occupancy of said buildings by the Government, but has not opposed and does not now oppose the use and occupancy of said buildings by the Government for Naval purposes connected with the successful prosecution of the present wars; and

WHEREAS, the City is willing to release the Government from any and all claims which the City may or might have against the Government for the value of the use and occupancy by the Government of the said buildings, or for any damage suffered by the City arising out of or occasioned by such use and occupancy, upon the consideration and under the conditions hereinafter set forth;

NOW, THEREFORE, The City of San Diego does hereby remise, release and forever discharge the Government, its officers, agents and employees of and from any liability or claims and from all manner of actions against the Government and/or its officers, agents and employees, which may have heretofore arisen or may hereafter arise out of the use and occupancy of the said buildings, or any of them, by the Government for naval purposes in connection with the successful prosecution of the present wars; but upon the consideration and conditions as follows:

(1) That when the Government shall relinquish the use and occupancy of said buildings, it will restore each of said buildings to the condition in which it existed at the original date of occupancy thereof by the Government (March 5, 1943), upon demand by the City;

(2) That the Government has entered, or will within one (1) month enter into a written agreement with each of the aforesaid Societies, providing for the payment of rental to each of said Societies, of certain sums of money satisfactory to the respective Societies, in settlement of any claims of said Societies;

(3) This release shall apply to and affect only those claims of the City arising out of and applying to the specific buildings hereinabove described.

NOTHING IN THIS INSTRUMENT shall be deemed or construed to create a leasehold interest or other tenancy from the City in favor of the Government, nor to in any manner waive or diminish the right of the City to regain the possession of said buildings, and each of them, as soon as they are no longer necessary for the use of the Government for Naval purposes, or six (6) months following the termination of the unlimited National Emergency declared by the President by Proclamation No. 2487, dated May 27, 1941, whichever shall first occur; nor shall anything herein contained be deemed or construed to in any manner waive or diminish the right of the City to regain possession of all or any portion of Balboa Park (other than the specific buildings herein described), at the time above stated.

IN WITNESS WHEREOF, The City of San Diego has caused this instrument to be executed by its City Manager, the day and year first above written, pursuant to and under Resolution No. 81283 of the Council, authorizing such execution.

THE CITY OF SAN DIEGO

By  
 City Manager

I hereby approve the form of the foregoing Release this \_\_\_\_\_ day of June, 1945.

J. F. DuPAUL, City Attorney  
 By  
 Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Document No. 354561; being copy of Release from the City of San Diego to United States relative to use of certain buildings in Balboa Park.

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  
(Lump Sum)

THIS AGREEMENT made the 8th day of June 1945 by and between THE CITY OF SAN DIEGO, hereinafter called the "Owner", and SCOTT KING hereinafter called the "Contractor", WITNESSETH:

That the Owner and the Contractor for the consideration stated herein agree as follows

ARTICLE I. SCOPE OF WORK. The Contractor shall perform, within the time stipulated, the Contract as herein defined, of which this Agreement is a component part, and everything required to be performed, and shall provide and furnish any and all of the labor, material, tools, expendable equipment, and all utility and transportation services necessary to perform the Contract and complete in a workmanlike manner all of the construction work covered by the Contract in connection with the Recreation Project identified as Federal Works Agency California 4-574-N, all in strict conformity with the Plans and Specifications, including any and all Addenda issued by the Owner, and the other Contract Documents hereinafter enumerated, filed under Document No. 353428 in the office of the City Clerk of said City.

It is agreed that said labor, materials, tools, equipment, and services shall be furnished and the Contract performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representatives.

ARTICLE II. CONTRACT PRICE: The Owner shall pay the Contractor as full consideration for the faithful performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the contract price, computed as follows:

Base Proposal: Twenty-four Thousand Three Hundred Thirty-four Dollars and no cents (\$24,334.00). Project Units on which the above lump sum bid is based:

Unit No. 4,	at Mission Beach Recreation Center	\$ 3,018.00
Unit No. 5,	at East San Diego Sports Field	\$ 1,933.00
Unit No. 6,	at Hamilton School Area	\$14,096.00
Unit No. 7-"A",	at Memorial Park Recreation Area	\$ 960.00
Unit No. 7-"B",	at Memorial Park Recreation Area	\$ 4,327.00
TOTAL CONTRACT PRICE		\$24,334.00

ARTICLE III. COMPONENT PARTS OF THIS CONTRACT. The Contract entered into by the acceptance of the Contractor's bid and the signing of this Agreement consists of the following documents, all of which are component parts of said Contract and as fully a part thereof as if herein set out in full, and, if not attached, as if hereto attached:

1. This Agreement
2. Addenda Nos. 1 \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_
3. Standard Conditions, as amended
4. Specifications
5. Plans
6. Information for Bidders, as amended
7. Advertisement for Bids
8. Bid

In the event of any conflict or inconsistency between any of the foregoing documents, the conflict or inconsistency shall be resolved upon the basis of the numerical order of the documents, with the document or documents assigned the lower number or numbers being controlling over any document having a higher number in the numerical order set forth above.

ARTICLE IV. 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 V. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far 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 VI. 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 VII. 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 of types required are available for employment.

ARTICLE VIII. 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:

Classification	Hourly Wage Rates	Per Diem
Air tool operators (jackhammermen, vibrator)	\$1.12 1/2	\$ 9.00
Boilermakers	1.65	13.20
Boilermakers' helpers	1.40	11.20
Bricklayers	1.50	12.00
Carpenters, journeymen	1.35	10.80
Cement finishers	1.50	12.00
Electricians	1.70	13.60
Firemen and oilers (app. engineers)	1.12 1/2	9.00
Glaziers	1.25	10.00
Iron workers, structural	1.62 1/2	13.00
Iron workers, reinforcing	1.50	12.00
Laborers, building	.87 1/2	7.00
Laborers, unskilled	.87 1/2	7.00
Lathers	1.62 1/2	13.00
Mason tenders	1.12 1/2	9.00
Mortar mixers	1.12 1/2	9.00
Painters, brush	1.35	10.80
Painters, spray	1.90	15.20
Painters, structural steel	1.60	12.80
Painters, sign	1.50	12.00
Painters, sign, helpers	1.00	8.00
Plasterers	1.62 1/2	13.00

Plasterers' tenders	1.47 1/2	11.80
Plumbers	1.50	12.00
Power equipment operators:		
Air compressors	1.25	10.00
Bulldozers	1.50	12.00
Cranes and derricks, less than 1 yard	1.62 1/2	13.00
Cranes and derricks, 1 yard and over	1.75	14.00
Hoists, material	1.37 1/2	11.00
Mixers, paving type	1.62 1/2	13.00
Mixers, skip type	1.37 1/2	11.00
Mixers, mobile type	1.50	12.00
Pumps	1.25	10.00
Shovels and draglines, less than 1 yard	1.62 1/2	13.00
Shovels and draglines, 1 yard and over	1.75	14.00
Tractor	1.50	12.00
Tractor with boom attachments	1.50	12.00
Tractor with scraper or drag type shovel	1.50	12.00
Tractor with scraper or drag type shovel tandem	1.87 1/2	15.00
Roofers	1.25	10.00
Sheet metal workers	1.44	11.52
Soft floor layers (linoleum)	1.37 1/2	11.00
Steam fitters	1.50	12.00
Steam fitters' helpers	.90	7.20
Stone masons	1.50	12.00
Terrazzo workers	1.37 1/2	11.00
Terrazzo workers' helpers	1.00	8.00
Terrazzo base machine operators	1.25	10.00
Tile setters	1.37 1/2	11.00
Tile setters' helpers	.87 1/2	7.00
Truck drivers:		
Less than 6 tons	.95	7.60
6 to 15 tons	1.00	8.00
16 to 20 tons	1.17 1/2	9.40
20 tons or more	1.37 1/2	11.00
Dumpsters	1.37 1/2	11.00
Transit mix, under 3 yards	1.25	10.00
Transit mix, 3 yards or more	1.37 1/2	11.00
Euclid type spreader	1.57 1/2	12.60

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours. For overtime, when the same is permitted by law, one and one-half 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 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.

ARTICLE X. 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 XI. TIME FOR BEGINNING AND COMPLETING JOB. The Contractor agrees to commence work within ten (10) days of the date of this agreement and to complete all work within 120 consecutive calendar days after the date of said agreement.

IN WITNESS WHEREOF, six (6) identical counterparts of this Agreement, each of which shall for all purposes be deemed an original thereof, have been duly executed by the parties hereinabove named, on the day and year first above written.

THE CITY OF SAN DIEGO,  
By S. M. ROBERTS  
Acting City Manager

SCOTT KING  
Contractor

ATTEST: B. C. FOTLAND



I HEREBY APPROVE the form and legality of the foregoing Contract this 5th day of June, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

NF R-248 (9-19-44) (Calif. Nev. Ariz. Mont.)  
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That we SCOTT KING, the Contractor named in the Contract hereinafter referred to, as PRINCIPAL, and Massachusetts Bonding and Insurance Company, a corporation established under the laws of the Commonwealth of Massachusetts and having its principal office in Boston in the said Commonwealth, 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 Twenty-four thousand three hundred thirty-four 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 June 8th 1945 for work in connection with the Owner's Project identified as Project No. Calif. 4-574-N (Recreation Project, Federal Works Agency) in the 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 8th day of June 1945, 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.

Two Witnesses:  
B. C. FOTLAND  
ELAINE M. CARR  
ATTEST (If Corporation):

SCOTT KING  
Principal  
By SCOTT KING  
Title Owner

MASSACHUSETTS BONDING AND INSURANCE COMPANY  
Surety

ATTEST: B. C. FOTLAND  
Title Attorney-in-Fact (SEAL)

By DONALD B. GOLDSMITH  
Title Attorney-in-Fact

STATE OF CALIFORNIA }  
County of San Diego } ss

On this 8th day of June in the year one thousand nine hundred and forty-five, 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. MALANCON  
Notary Public in and for said County and State  
My Commission expires Mar. 12, 1946

I HEREBY APPROVE the form of the foregoing bond this 5th day of June, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET  
Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 8th day of June, 1945.

S. M. ROBERTS  
Acting City Manager

#### LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That SCOTT KING, as principal, and Massachusetts Bonding and Insurance Company, a corporation established under the laws of the Commonwealth of Massachusetts and having its principal office in Boston in the said Commonwealth, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of \$12,167.00; Twelve thousand one hundred sixty-seven Dollars and no cents, (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 8th day of June, 1945.

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 and completion of the Owner's Recreation project, in the City of San Diego, County of San Diego, State of California, identified as Federal Works Agency Project No. Calif. 4-574-N, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City marked "Document No. 353428".

AND WHEREAS, the aforesaid penal sum of \$12,167.00; Twelve thousand one hundred sixty-seven Dollars and no Cents, being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies, or corporations who perform labor on or furnish materials to be used in the said work.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Title I, Division 5, Chapter 3 of the Government Code of the State of California, 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 said

Title I, Division 5, Chapter 3 of the Government Code provided.  
This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Title I, Division 5, Chapter 3 of the Government Code, and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

SCOTT KING  
Principal  
MASSACHUSETTS BONDING AND INSURANCE COMPANY  
Surety  
By DONALD B. GOLDSMITH  
Attorney-in-Fact. (SEAL)

ATTEST: B. C. FOTLAND

STATE OF CALIFORNIA )  
County of San Diego ) ss

On this 8th day of June in the year one thousand nine hundred and forty-five, 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 duly authorized Agent and Attorney-in-Fact of the Massachusetts Bonding and Insurance Company, the corporation whose name is affixed to the foregoing instruments; 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.

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 5th day of June, 1945.

J. F. DuPAUL  
City Attorney of the City of San Diego, California  
By B. L. COMPARET  
Deputy

I hereby approve the foregoing bond, this 11th day of June, 1945.  
S. M. ROBERTS

Acting City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Scott King for Recreation Project Federal Works Agency at Mission Beach, East San Diego Sports Field, Hamilton School and Memorial Park; being Document No. 354384.

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 of seven (7) units to an existing five (5) unit auto court

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.  
City of San Diego )

J. B. Jennings and A. L. Glore, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: Lots Seven (7) to Eleven (11) inclusive Subdivision Sonnichsen's, located at 3012-3020 Jefferson Street;

That we desire to make an addition of seven (7) units to an existing five (5) unit Auto Court and have applied for a Resolution of Property Use by application No. 2697, dated March 15, 1945;

That we, in consideration of approval granted by the City of San Diego to make said additions on the above described property; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that South West four (4) feet of Lot twelve (12) Sonnichsen's Subdivision will be made a part of this auto court development and will be maintained clear and unobstructed as a sideyard for the proposed development at all times; or in case of sale of either properties this four (4) feet will be included in the ownership of the property on which the auto court is located.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

J. B. JENNINGS  
304 S. D. Trust Bldg  
ARTHUR L. GLORE  
3750 Amaryllis Dr.

On this 9 day of May A.D. Nineteen Hundred and forty five, before me, Emma Geradehand a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. B. Jennings & Arthur L. Glore 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 Calif. 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 MAY 24 1945 1 min. past 12 P.M. in Book 1872 at page 344 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 J.B. Jennings and A.L. Glore for addition to auto court; being Document No. 353794.

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 small boats

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
CITY OF SAN DIEGO

ss

Richard F. Daschner, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; South one-half (1/2) of Lots Thirty seven (37) to Forty (40) inclusive Block Seven (7) Subdivision Reed's Ocean Front Addition located at 5105 Cass Street;

That I desire to build small boats on the above described property and have applied for a Zone Variance under petition No. 2767, dated April 16, 1945;

That I, in consideration of approval granted by the City of San Diego to build small boats by Zoning Committee Resolution No. 929, dated May 10, 1945; 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 with Japan cease, I will then discontinue the boat building business on the above described property.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

RICHARD F. DASCHNER  
5105 Cass St.

On this 10th day of May A.D. Nineteen Hundred and forty-five, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Richard F. Daschner known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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, 1947

RECORDED MAY 24 1945 1 min. past 12 P.M. in Book 1872 at page 341 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 Richard F. Daschner relative to construction of small boats; being Document No. 353795.

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, Morris Hirsch is the owner of 986 Talmadge Park Estates and,

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 14th day of May 1945, by Morris Hirsch that he will, for and in consideration of the permission granted agree to remove 16 feet of curbing on Estrella St. adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

Morris Hirsch further agree that this agreement shall be binding on his heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

MORRIS HIRSCH  
4546 Estrella Ave.

STATE OF CALIFORNIA,

) ss

County of San Diego

On this 14th day of May, A.D. Nineteen Hundred and Forty-five, before me, Harry K. Turner, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Morris Hirsch known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this



certificate first above written.

(SEAL)  
My Commission expires April 13, 1947

HARRY K. TURNER  
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 MAY 24 1945 1 min. past 12 P.M. in Book 1886 at page 6 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
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 Morris Hirsch; being Document No. 353925.  
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 curb-  
ing so removed at such time as requested so to do by the City Council, and

WHEREAS, Louise A. Doughty, a widow, is the owner of Lots 12 to 15, inclusive, Block 1  
of Reed's of Ocean Front Addition, City of San Diego, County of San Diego, State of Cali-  
fornia.

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of May, 1945, by  
Louise A. Doughty that she will, for and in consideration of the permission granted to  
remove Ten feet of curbing on Turquoise between Cass & Mission Blvd. 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 \_\_\_\_\_ own expense  
and with no cost or obligation on the part of The City of San Diego. my

And further agree that this agreement shall be binding on Louise A. Doughty/heirs and  
assigns, and that any sale of the property therein mentioned and described shall be made  
subject to the condition and agreements herein named.

(SEAL) LEON BEATTY  
My Commission expires Apr. 9, 1948

LOUISE A. DOUGHTY  
5188 Cass St. Pacific Beach, Calif.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

STATE OF CALIFORNIA, )  
County of San Diego, ) ss.

On this 21 day of May, A.D. Nineteen Hundred and 45, before me, Leon Beatty, a Notary  
Public in and for said County, residing therein, duly commissioned and sworn, personally  
appeared Louise A. Doughty known to me to be the person described in and whose name is sub-  
scribed 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 S.D., County of San Diego, State of California, the day and year in this certifi-  
cate first above written.

(SEAL)  
My Commission expires Apr. 9, 1948

LEON BEATTY  
Notary Public in and for the County of San Diego,  
State of California

RECORDED MAY 24 1945 1 min. past 12 P.M. in Book 1886 at page 7 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.  
ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
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 Louise A. Doughty; being Document No. 354015.  
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 division of a portion of property  
into four(4) parcels.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.  
City of San Diego

Southern California Baptist Convention, after being first duly sworn, for themselves  
deposes and says;

That we are the owners of the hereinafter described real property; Lot D (the North-  
erly One Hundred and Ninety feet)(190') Subdivision F.T.Scripps' Addition, located at  
corner of Marine and Draper Streets;

That we desire to divide the above described property into four (4) parcels, each  
forty seven and one-half feet (47 1/2') wide to permit two (2) single family dwellings on  
each lot, and have applied for a zone variance under Application No. 2811, dated May 3, 1945;

That we, in consideration of approval granted by the City of San Diego to divide said  
property by Zoning Committee Resolution No. 963, dated May 25, 1945; do hereby covenant and  
agree to and with said City of San Diego, a Municipal Corporation, that these four parcels  
will not be divided or further subdivided or the rear portions of these parcels sold or held  
in different ownerships than the front portion.

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.

SOUTHERN CALIFORNIA BAPTIST CONVENTION  
R. C. FLEISHER Ex Sec. San Diego  
Baptist City Mission Society  
2210 Columbia S.D.

On this 31st day of May A.D. Nineteen Hundred and forty-five, before me, Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. C. Fleisher known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 JUN 7 1945 45 min. past 11 A.M. in Book 1878 at page 342 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
P. GUM

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 Southern California Baptist Convention regarding division of portion of property into four parcels; being Document No. 354160.

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 existing garage for typewriter  
repair business

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
City of San Diego } ss.

Mary C. Fox and Robert Wayne Fox, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: Lot Thirty one (31) Block Three (3) Subdivision Florence Heights Addition, located at 4088 Albatross Street;

That we desire to conduct a typewriter repair business, part time, in an existing garage on the above described property and have applied for a Zone Variance under Petition No. 2804, dated April 30, 1945;

That \_\_\_\_\_, in consideration of approval granted by the City of San Diego to use said building as a typewriter repair shop by Zoning Committee Resolution No. 947, dated May 24, 1945; 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 with Japan cease, we will then discontinue the typewriter repair 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.

MARY C. FOX  
4088 Albatross St.

ROBERT WAYNE FOX  
4088 Albatross St.

On this 28 day of May A.D. Nineteen Hundred and Forty-five, before me, C. Glenn Mitchell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary C. Fox and Robert Wayne Fox 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)

C. GLENN MITCHELL  
Notary Public in and for the County of San Diego,  
State of California

RECORDED JUN 7 1945 45 min. past 11 A.M. in Book 1878 at page 344 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
P. GUM

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 Mary C. and Robert Wayne Fox regarding use of garage for typewriter repair business; being Document No. 354161.

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, Hans Saxer is the owner of Lot 19, 20, 21 & 22, Block 12, of Reed & Hubbell's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of June, by Hans Saxer that he will, for and in consideration of the permission granted to remove 12 feet of curbing on National Ave. between 26th Street and 27th 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 Hans Saxer \_\_\_\_\_ heirs 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  
1456 J Street San Diego  
this 6th day of June, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

I HEREBY approve the form of the foregoing agreement

STATE OF CALIFORNIA, )  
County of San Diego, ) ss

On this 6th day of June, A.D. Nineteen Hundred and forty-five, before me, Harry McKinley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Hans Saxer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) HARRY MCKINLEY  
Notary Public in and for the County of San Diego  
State of California  
My Commission expires April 2, 1946

RECORDED JUN 18 1945 40 min. past 9 A.M. in Book 1881 at page 449 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
C. JOHNSON

I certify that I have correctly transcribed this document in above mentioned book.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Hans Saxer; being Document No. 354321.

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, Samuel Kahn is the owner of Lot 5 & 6, Block 233, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of June, by Samuel Kahn that I will, for and in consideration of the permission granted to remove 30 feet of curbing on Pacific Hy. between Bandini and Coutts, 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.

SAMUEL KAHN  
4065 Pacific Highway San Diego  
this 8th day of June, 1945.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

I HEREBY approve the form of the foregoing agreement

STATE OF CALIFORNIA, )  
County of San Diego, ) ss

On this 7th day of June, A.D. Nineteen Hundred and Forty-Five, before me W.B. Melhorn, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Samuel Kahn known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) W. B. MELHORN  
Notary Public in and for the County of San Diego  
State of California  
My Commission expires July 26, 1947

RECORDED JUN 18 1945 40 min. past 9 A.M. in Book 1881 at page 446 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS  
C. JOHNSON

I certify that I have correctly transcribed this document in above mentioned book.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Samuel Kahn; being Document No. 354374.

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 of sleeping room and bath on the rear of an existing garage, with a one (1) foot eleven (11) inch sideyard for both the existing building and the addition.

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) ss.  
City of San Diego )

Fred Vallejo, after being first duly sworn, for himself deposes and says;  
That I am the owner of the hereinafter described real property: Lots Forty five (45) and Forty six (46) Block Two hundred twenty three (223) Subdivision San Diego Land & Town located at 2211 Irving Street;  
That I desire to erect a sleeping room and bath on the rear of an existing garage on the above described property and have applied for a Yard Variance under application No. 2856, dated May 26, 1945;

That I, in consideration of approval granted by the City of San Diego to construct said addition with a one (1) foot eleven (11) inch sideyard for both the existing building and the addition by Zoning Committee Resolution No. 970, dated June 7, 1945; 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 with Japan cease, I will then vacate the building and will no longer use it as living quarters, and I will comply with all Building Department 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.

FRED VALLEJO  
623 Sampson St. S. Diego

On this 12 day of June A.D. Nineteen Hundred and 45, before me, H.I. Stanley a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared before me & is known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he is the person executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. I. STANLEY  
Notary Public in and for the County of San Diego,  
State of California  
My Commission expires Jan. 22, 1949  
RECORDED JUN 18 1945 40 min. past 9 A.M. in Book 1882 at page 329 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

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 Fred Vallejo regarding construction of sleeping room on rear of garage; being Document No. 354454.

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 provosions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to 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 Lots 1 & 12 Block 127, of Univ. Heights;  
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of June, 1945, by Larry H. Imig that I will for and in consideration of the permission granted to remove 60 feet of curbing on El Cajon & Miss. between Howard and El Cajon, 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.

LARRY H. IMIG  
250 San Diego Trust & Saving Bldg.  
J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

I HEREBY approve the form of the foregoing agreement this 14th day of June, 1945.

STATE OF CALIFORNIA, )  
County of San Diego, ) ss.

On this 13th day of June, A.D. Nineteen Hundred and forty five, before me, August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Larry 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) AUGUST M. WADSTROM  
Notary Public in and for the County of San Diego,  
State of California

RECORDED JUN 21 1945 42 min. past 10 A.M. in Book 1886 at page 356 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

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 Larry H. Imig; being Document No. 354465.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH COMPANY, a corporation, as Principal and NATIONAL SURETY CORPORATION a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND SEVEN HUNDRED NINETY-FIVE Dollars (\$2,795.00), lawful money of the United States of 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 June, 1945.

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 subgrade and pave portions of parks and/or playgrounds known as University Heights, Golden Hill, Mountain View, North Park Shuffleboard, Central, Cabrillo, Pacific Beach and Washington, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

GRIFFITH COMPANY

S. M. GRIFFITH President

Principal

ATTEST: CATHERINE ROBERTON

Asst Secretary

(SEAL)

NATIONAL SURETY CORPORATION

By MYRON C. HIGBY Attorney-in-Fact  
Surety

ATTEST: \_\_\_\_\_ (SEAL)

STATE OF CALIFORNIA, )

ss:

County of Los Angeles )

On this 20th day of June, in the year one thousand nine hundred and 45, before me Norma S. Steinhauser, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Myron C. Higby 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 Myron C. Higby 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.

NORMA S. STEINHAUSER

Notary Public in and for said County and State

(SEAL)

My Commission expires July 8, 1946

I hereby approve the form of the within Bond, this 22nd day of June, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

I hereby approve the foregoing bond this \_\_\_\_\_ day of June 1945.

F. A. RHODES

City Manager

KNOW ALL MEN BY THESE PRESENTS, That GRIFFITH COMPANY, a corporation, as Principal and NATIONAL SURETY CORPORATION a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FIVE THOUSAND FIVE HUNDRED NINETY Dollars (\$5,590.00), lawful money of the United States of 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 June, 1945.

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 subgrading and paving of portions of parks and/or playgrounds known as University Heights, Golden Hill, Mountain View, North Park Shuffleboard, Central, Cabrillo, Pacific Beach and Washington, in the City of San Diego, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 353722.

WHEREAS, the aforesaid penal sum of Five Thousand Five Hundred Ninety Dollars (\$5,590.00), 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 Chapter 3 of Division 5 of Title I of the Government Code of the State of California, 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 said Chapter 3, Division 5, Title I of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the said principal and said surety have caused this instrument to be executed by their proper officers, respectively, thereunto duly authorized, and their corporate seal to be hereunto affixed, the day and year first hereinabove written.

ATTEST: CATHERINE ROBERTON  
Asst. Secretary

(SEAL)

GRIFFITH COMPANY  
By S. M. GRIFFITH President

ATTEST: \_\_\_\_\_

(SEAL)

NATIONAL SURETY CORPORATION  
By MYRON C. HIGBY Attorney-in-Fact  
Surety

STATE OF CALIFORNIA,

} ss.

County of Los Angeles

On this 20th day of June, in the year one thousand nine hundred and 45, before me Norma S. Steinhauser a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Myron C. Higby 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 Myron C. Higby 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.

NORMA S. STEINHAUSER

(SEAL)

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 22nd day of June, 1945.

J. F. DuPaul, City Attorney

By HARRY S. CLARK

Deputy City Attorney

I HEREBY APPROVE the foregoing bond this 22nd day of June, 1945.

F. A. RHODES

City Manager

#### CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 20th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GRIFFITH COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to:

The subgrading and paving of portions of parks and/or playgrounds known as University Heights, Golden Hill, Mountain View, North Park Shuffleboard, Central, Cabrillo, Pacific Beach and Washington, in the City of San Diego, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 353722.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Eleven Thousand One Hundred Seventy-nine and 80/100 Dollars (\$11,179.80).

Said contractor agrees to commence said work within fifteen days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within Sixty (60) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Eleven Thousand One Hundred Seventy-nine and 80/100 Dollars (\$11,179.80), said payments to be made as follows: Upon completion of the work above described, and the acceptance of the same by the City Manager, 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 presents 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 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 City Manager 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 City Manager, 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 City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of said City Manager 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.

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>
Blacksmith	\$ 11.00
Carpenter	10.80
Fireman and Oiler (Apprentice Engineer)	9.00
Laborers, unskilled	7.00
Laborers, special:	
Asphalt, raker and ironer	9.00
Asphalt spreading machine operator	11.00
Mechanic Heavy Duty Repairman	12.00
Operating Engineers:	
Asphalt plant Engineer	12.00
Asphalt Plant Fireman	11.00
Boxman or Mixer Box Operator	10.00
Roller	11.00
Tow Blade or Grader	11.00
Teamster	7.40
Truckdriver, less than 6 tons	7.60
Truckdriver, between 6 and 15 tons	8.00
Truckdriver, between 15 and 20 tons	9.40
Labor foreman	9.00
Special Labor Foreman to receive \$2.00 per diem above special classified laborers.	

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem of 8 hours.

For overtime, when the same is permitted by law, one and one-half 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.

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 City Manager unfair, it shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81194 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

GRIFFITH COMPANY Contractor

By S. M. GRIFFITH

President

ATTEST: CATHERINE ROBERTON  
(SEAL) Ass't Secretary

I HEREBY APPROVE the form and legality of the foregoing contract this 22nd day of June, 1945.

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 Contract with Griffith Company for paving portions of certain city parks and playgrounds; being Document No. 354610.

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 26th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, by and through its Council, hereinafter sometimes designated as the City, and American Pipe and Construction Co. party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the payments at the unit prices stated in the Bid Schedule attached hereto, and by this reference made a part hereof, 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 furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Thirtieth Street Pipe Line at Bridge in The City of San Diego, California, 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 said City on the 21st day of May, 1945, marked Document No. 353957, that true copies of said plans and specifications, together with true copies of Notice to Contractors, Instructions to Bidders and Proposal are hereto attached, and by reference thereto incorporated herein and made a part hereof.

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 at the unit prices stated in the Bid Schedule and as in the specifications attached hereto.

ARTICLE III. The Contractor hereby agrees that he will be bound by each and every part of the plans and specifications, and do and cause to be done all of said work and improvement as specified in the specifications and as shown upon the plans, as the same may be interpreted by the Hydraulic Engineer, Division of Development and Conservation of the Water Department of said City, subject to approval by the City Manager and by the Council, evidenced by Resolution.

ARTICLE IV. No interest in this agreement shall be transferred by the Contractor to any other party, and any such transfer shall cause annulment of this contract, so far as the City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Sections 1810 to 1816, both inclusive, of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Sections of the Labor Code; and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Article 4 of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the Contractor or any subcontractor; contrary to the provisions of said statute, for each calendar day; or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who

are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any subcontractor:

Trade or Occupation	Per Diem Wages 8 hours
Air Tool Operator (Jackhammer, Vibrator)	\$ 9.00
Caulker	9.00
Carpenter, Journeyman	10.80
Cement Finisher	12.00
Fireman and Oiler	9.00
Iron Worker, Reinforcing	12.00
Laborer, Unskilled	7.00
Painter, Journeyman	10.80
Plumber	12.00
Powderman	9.80
Power Equipment Operators:	
Air Compressor	10.00
Bulldozer	12.00
Crane, Derrick (less than 1 yd)	13.00
Crane, Derrick (1 yd. and over)	14.00
Dragline & Shovel (less than 1 yd)	13.00
Dragline & Shovel (1 yd. and over)	14.00
Mixer, Mobile	12.00
Pumps	10.00
Roller	11.00
Tractor	12.00
Tractor, with Boom Attachments	12.00
Trenching Machine	12.00
Trenching Machine #224 Buckeye or Larger	13.00
Truck Driver, Less than 6 tons	7.60
Truck Driver, 6 to 15 tons	8.00
Truck Driver, 15 to 20 tons	9.40
Truck Driver, 20 tons or more	11.00
Truck Driver, Dumpster	11.00
Welder & Fitter, Pipe Line	14.00
Welder & Fitter's Helper, Pipe Line	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 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 sixty (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.

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  
G. C. CRARY  
CHARLES B. WINCOTE  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK, City Clerk  
By AUGUST M. WADSTROM,  
Deputy

(SEAL)



ATTEST: J. M. MacADAM  
Secretary

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph).

I hereby approve the form and legality of the foregoing contract, this 27th day of June, 1945.

J. F. DuPAUL  
City Attorney of The City of San Diego  
By B. L. COMPARET  
Deputy  
4732388A

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Co. as principal, and Fidelity and Deposit Company of Maryland a corporation organized and existing under and by virtue of the laws of the State of Maryland as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty Thousand Five Hundred Seventy-four & 75/100 Dollars (\$20,574.75) (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, 1945.

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, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Thirtieth Street Pipe Line at Bridge 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 May, 1945, marked Document No. 353957, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true 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 18th day of June, 1945, the name and corporate seal of each corporate party being thereto affixed and these presents duly signed by its undersigned representative, pursuant to its governing body.

ATTEST: J. M. MacADAM (SEAL)  
Secretary

AMERICAN PIPE AND CONSTRUCTION CO.  
By ROBERT V. EDWARDS Vice-President  
Principal

ATTEST: THERESA FITZGIBBONS (SEAL)  
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
By W. M. WALKER Attorney-in-Fact  
Surety  
Countersigned JOHN BURNHAM & CO.  
By H. G. MALM Resident Agent

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.

I hereby approve the form of the within Bond this 27th day of June, 1945.

J. F. DuPAUL  
City Attorney of the City of San Diego  
By B. L. COMPARET,  
Deputy

STATE OF CALIFORNIA, }  
County of Los Angeles } ss.

On this 18th day of June, 1945, before me, S.M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL)  
My Commission expires February 18, 1946

S. M. SMITH  
Notary Public in and for the County of Los Angeles  
State of California

Approved by a majority of the members of the Council of The City of San Diego this 26th day of June, 1945.

HARLEY E. KNOX  
G. C. CRARY  
CHARLES B. WINCOTE  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

ATTEST: FRED W. SICK  
City Clerk  
By AUGUST M. WADSTROM,  
Deputy

(SEAL)

## FORM OF LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That American Pipe and Construction Co. 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 Ten Thousand Two Hundred Eighty-eight Dollars (\$10,288.00) (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 18 day of June 1945.

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, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of Thirtieth Street Pipe Line at Bridge 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 May, 1945, marked Document No. 353957, and consisting of Notice to Contractors, Instructions to Bidders, Proposal, Contract, Drawings and Specifications, true 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 Ten Thousand Two Hundred Eighty-Eight Dollars (\$10,288.00), 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 Chapter 3 of Division 5 of Title One of the Government Code of the State of California, 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 said Chapter 3, Division 5 of Title One of the Government Code.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under said Chapter 3 and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 18 day of June, 1945, the name and corporate seal of each corporate party being hereto affixed and there presents duly signed by its undersigned representative, pursuant to authority of its governing body.

ATTEST: J. M. ADAM (SEAL)  
Secretary

AMERICAN PIPE AND CONSTRUCTION CO.  
Principal  
By ROBERT W. EDWARDS  
Vice President

ATTEST: THERESA FITZGIBBONS (SEAL)  
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety  
By W. M. WALKER  
Attorney-in-Fact

Countersigned JOHN BURNHAM & CO.  
By H. G. MALM

Resident Agent

STATE OF CALIFORNIA, )  
County of Los Angeles ) ss.

On this 18th day of June, 1945, before me, S.M. Smith, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared W. M. Walker known to me to be the Attorney-in-Fact and Theresa Fitzgibbons known to me to be the agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH  
Notary Public in and for the County of Los Angeles  
My Commission expires February 18, 1946 State of California

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 27th day of June, 1945.

J. F. DuPAUL  
City Attorney of the City of San Diego  
By B. L. COMPARET,  
Deputy

Approved by a majority of the member of the Council of The City of San Diego this 26th day of June 1945.

ATTEST: FRED W. SICK  
City Clerk

By AUGUST M. WADSTROM  
Deputy

(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with American Pipe and Construction Company for Thirtieth Street Pipe Line at Bridge

HARLEY E. KNOX  
G. C. CRARY  
CHARLES B. WINCOTE  
ERNEST J. BOUD  
CHAS. C. DAIL  
WALTER W. AUSTIN  
Members of the Council

being Document No. 354670.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Appropriation: 1760430 Fleet Training, Navy, 1946  
Requisition: BuPers Reqn. 4014-46

RENEWAL OF GOVERNMENT LEASE

You are hereby notified that under the provisions of Paragraph 5 of Government lease:  
Nod-1957w.City of San Diego, Calif.,  
Lessor, D.4/1/41 covering approx. 32a.  
land in San Diego Cty, Calif., for Marine  
Corps Rifle Range 15-67-SD

the United States of America elects to renew the said lease, as the same may have been amended, for the period of one year from and after June 30, 1945,, 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, 1945, and ending June 30, 1946.

Dated at Washington, D.C., 31 May 1945

Mr. Walter W. Cooper, City Manager  
City of San Diego  
San Diego, California

THE UNITED STATES OF AMERICA

ANDREW J. MURPHY, JR.

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.

NOTE: Please acknowledge receipt of this notice APPROVED JUN 2 1945 F A RHODES City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of  
Renewal of Lease with United States for Marine Corps Rifle Range; being Document No.354267.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of June, 1945, by and between  
THE CITY OF SAN DIEGO, a municipal corporation, organized and existing under and by  
virtue of the laws of the State of California, hereinafter called the "City", and SMITH-  
EMERY COMPANY, a corporation, party of the second part, hereinafter designated as the  
"Company", WITNESSETH:

WHEREAS, the City is now the owner of a testing laboratory in what is commonly known  
as the Administration Building in Balboa Park, in the City of San Diego, State of Cali-  
fornia, and is desirous of leasing the same to the Company upon such terms and conditions  
as are hereinafter more particularly set forth; and

WHEREAS, the City desires the operation of an adequate testing laboratory in the City  
in order to save time and expense in transmitting materials to testing laboratories in  
Los Angeles; and

WHEREAS, the Company is desirous of leasing said testing laboratory upon the terms and  
conditions this day agreed upon with The City of San Diego; NOW, THEREFORE,

In consideration of the premises and the faithful performance of all of the terms and  
conditions by the said Company on its part to be performed, and said City hereby leases  
to the said Company the above described testing laboratory, together with all fixtures  
and equipment now located in said laboratory, (a detailed list of which is attached hereto,  
made a part hereof, and marked "Exhibit A"), including the room, rooms and/or space the  
said laboratory now occupies in said building, together with the right of ingress and  
egress to and from the leased premises for a period of three (3) years from and after July  
1, 1945, for a yearly rental of Two Hundred Forty Dollars (\$240.00), payable Twenty Dollars  
(\$20.00) monthly in advance. As a further consideration for the use and occupation of  
said premises the Company contracts and agrees to do and perform the following:

(a) Pay when due all gas, water and electricity charges contracted for during the life  
of this lease;

(b) Maintain, at its own expense, all fixtures and equipment in as good condition and  
repair as it is in on the date of the execution of this lease, wear and tear and damage by  
the elements excepted;

(c) Keep and maintain said laboratory and the space used therefor in a clean, safe and  
sanitary condition in accordance with all government and state laws and City ordinances  
in force and effect during the life of this lease;

(d) To do and perform promptly all necessary laboratory testing of samples for the City  
which may be delivered to the laboratory during the life of this lease for a consideration  
of not to exceed 66-2/3% of the Company's established rates or prices, except where speci-  
fically noted, these established rates being as follows:

Reinforcing steel.....	@ \$ 2.00 per test
Cement, C-150-43 Type 1, .....	.03 per bbl
Concrete cylinders.....	2.00 per cylinder
Screen analysis, sand & gravel... ..	2.50 per test
Specific gravity, test on sand & gravel.....	1.50 per test
Clay & loam, test on sand.....	1.50 per test
Organic test on sand.....	1.50 per test
Los Angeles rattler tests.....	5.00 per test
Concrete mix design.....	25.00 each
Asphaltic concrete determinations (plant).....	5.00 each
Asphaltic concrete determinations (street).....	10.00 each
Structural steel mill tests.....	.60 per ton
Structural steel shop inspection.....	17.50 per man day
Structural steel erection inspection.....	17.50 per man day
Pickup charges.....	1.50 per hour
Technical service.....	2.50 per hour
Inspection and tests made in the East by Pittsburgh Testing Laboratory, 90% of standard prices.	

Mileage rate, 6¢ per mile (no reduction).

(e) Keep the property and equipment herein leased insured in the name of the City in  
an approved insurance company in an amount equal to the reasonable value of such property  
and equipment.



It is understood and agreed that said Company shall not sell, assign or transfer its interest in or to this agreement or the leased premises without written consent from the City having been first obtained.

It is understood and agreed that time is of the essence of this agreement. That in the event the Company shall fail, refuse or neglect to perform the services herein provided for, or shall fail, refuse or neglect to do or perform any or all of the terms, or conditions, on its part to be done or performed, then the City may terminate this agreement and take immediate possession of said property and premises.

IN WITNESS WHEREOF, this agreement is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81202 of the Council authorizing such execution, and the Party of the Second Part has caused its corporate name and seal to be hereunto affixed by its duly authorized officers the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,  
By F. A. RHODES  
City Manager

SMITH-EMERY COMPANY  
Party of the Second Part.  
By E. O. SLATER  
President (SEAL)

ATTEST: B. E. SANDROCK

I HEREBY APPROVE the form and legality of the foregoing Agreement this 7 day of June, 1945.

J. F. DuPAUL, City Attorney  
By J. H. McKINNEY  
Deputy City Attorney

July 1, 1945

ITEM	CONDITION	QUALITY
18851 Olsen Universal Testing Machine, 200,000 lb capacity	Good	1
Fairbanks Cement Testing Machine	Good	1
18855 Deval Abrasion Machine with Accessories	Good	1
18856 Tyler Re-Tap Sieve Shaker	"	1
18857 Freas Constant Temperature Electric Oven	"	1
18858 Smith Ductility Machine	"	1
18859 Dulin Rotarex Separator, 1,000 Gram capacity	Fair	1
18860 " " " 500 " "	"	1
18861 N. Y. Testing Laboratory Penetrometer	Good	1
18863 Westphal Specific Gravity	Poor	1
18864 Torsion Balance, 10lb. Capacity	Fair	1
18865 Toremor Balance, No 2, with weights	"	1
18866 " " " 3, " "	"	1
18867 " " " 5B " "	"	1
Extra 1000-gram weights	Good	2
18868 Spencer Microscope with Micrometer measuring attachmt.	"	1
18869 Delimeter	"	1
18870 Set Permeability Apparatus	Poor	1 junked
18871-2 Stirring Machine, H-B with extra stirring rod	Good	2
18873 Apparatus for Consolidation & Percolation Test, Soil	"	1
18875 Set Sillmore Needles	Fair	1
18876 Vicat Needle Apparatus	Fair	1
18878 Metronome	Good	1
Brass Brigquette Molds 3 gang	Fair	24
" " " 4 " "	"	8
" " " Single	"	8
" Cube " 3 Gong	"	1
" Cylindrical " for Cement Tests 2" x 4"	Good	10
Cement Sieve Type, No. 200 Brass, 8" Diam USBS cert.	"	1
" " " " " " " Half Wt.	Fair	6
Cover for above, Brass	"	1
Sand Sieve Tyler & US Standard, Various, Numbers 3To		
200 Brass Frame 8" Diam.	Fair	21
Covers for this set, Brass	"	3
Pans for this set, brass	"	4
Rock Screens, Tyler, brass frame 8" Diam, sq. mesh		
various sizes 1/4" to 3"	Good	8
Rock screens galv. iron 18" diam. rd mesh various sizes	Fair	8
Rock screens, similar to above, frames ranging 8" to		
12" diam. various sizes of mesh	"	10
Perforated Plates, 12" diam and 1 pan	"	5
Not feasible to attach tag numbers to these articles		
Slide rule K & E Polyphase Duplex, 20 inch 4088-5S & case	Good	1
18883 Flat top desk, 34" x 60"	Good	1
18884 Globe-Wernicks bookcase, 5 unit	"	1
18888 Wall cabinet, 12" x 38" x 43"	"	1
18889 Swivel desk chair	Good	1
18890 Plain office chair	"	1
1611 " " "	"	1
18893 Humphrey automatic water heater	Poor	1
18895 Work bench, 2.5' x 9'	Fair	1
18896 " " " "	"	1
18897 " " " "	"	1
18900 " " 2.5' x 10.5'	"	1
18901 " " " "	"	1
18902 Work table 2.5' x 9'	"	1
18903 " " 2.5' x 6'	"	1
18905 Sink 29" x 17" x 7" earthen ware	fair	1
18906 " " " "	"	1
18907 Sirocco ventilating fan (in water lab)	n.good	1
18908 Electric heater, circular cooper reflector type	fair	1
18911 Gas plate, 2 burner	"	1
18912 " " "	"	1
18914 Fairbanks platform scale, 250 lbs. capacity	"	1
18915 " " "	"	1
18916 Standard platform scale, 240 lbs. capacity	"	1
11102 Cabinet, oak, 4 drawer letter size	good	1
Glass plate, 18" x 24" x 3/4"	good	1
" " 18" x 24" x 1/2"	"	3
" " window glass, 3-1/2" x 3-1/2"	"	300

Can, gal. iron, cement storage 2 cf capacity	fair	2
Tub " " 18" diam.	"	1
Pail " " 10 qt.	"	5
Iron pan, 10" x 15" c 2-1/2	gone	
Pan, agate ware, 12" x 16" x 2-1/2" (4 in water lab.)	good	7
" " " 8-1/2" x 13 x 2"	poor	1
" " " 8-1/2" x 13 x 2"	fair	11
Jar, earthen 11" diam. (1 turned over to water dept.)	"	1
Broom	poor	3
Dust pan		4
" brush		9
Brass cylinder, 6" diam. 12" high	good	1
Cubic foot measuring box	fair	1
One-half cubic foot measuring box	"	1
Slump cone with tamping rod	"	1
Carpenter's level	good	1
" square	fair	1
" hammer	"	1
Stone hammer	"	1
Cold chisel	poor	1
Rasps	junk	1
Triangular file	"	1
Bench vise, 4" face	good	1
Emery wheel	fair	1
Hack saw frame and saws	"	1
Steel punch	"	1
" rule 1'	"	1
Wood " 18"	"	1
Calipers, pr.	junk	1
Ames Micrometer Dial	"	gone
Pliers	"	1
Screw driver	fair	1
Small monkey wrench	"	1
" stillson wrench	"	1
Shovel, square end	poor	2
Masons trowels	fair	2
Pointing trowels	good	6
Cement sampling tubes	"	3
Ink wells (2 in water lab.)	"	1
Wire baskets	"	2

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Smith-Emery Company to operate testing laboratory in Balboa Park; being Document No. 354359.

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, O. L. Carpenter is the owner of Lots 1 and 2, Block 24, of Chatsworth Terrace;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of June, 1945, by O. L. Carpenter that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Chatsworth Boulevard between James and Kingsley, 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.

O. L. CARPENTER  
2909 Chatsworth Boulevard  
San Diego, California

STATE OF CALIFORNIA,                    }  
County of San Diego,                    } ss.

On this 12th day of May, A.D. Nineteen Hundred and Forty-five, before me, C.T. Neill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared O. L. Carpenter known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. T. NEILL  
Notary Public in and for the County of San Diego,  
My Commission expires Jan 9, 1949                   State of California

I HEREBY approve the form of the foregoing agreement this 14th day of June, 1945.

J. F. DuPAUL, City Attorney  
By HARRY S. CLARK  
Deputy City Attorney

RECORDED JUN 21 1945 42 min. past 10 A.M. in Book 1900 at Page 79 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. COLE  
PEARL M. ROSS

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from O. L. Carpenter; being Document No. 354466.

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, Alfred D. Moore is the owner of southeast portion Lot 1, of Lemon Villa;

NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of April, 1945, by Alfred D. Moore that I will, for and in consideration of the permission granted to remove 25 feet of curbing on on El Cajon Blvd between 54th and Berting St also 25 ft of curbing on Berting St. 10 ft from the south east corner of lot, and adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

ALFRED D. MOORE

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 11th day of April, A.D. Nineteen Hundred and forty-five before me, Clark M. Foote Jr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alfred D. Moore known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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

I HEREBY approve the form of the foregoing agreement this 20th day of June, 1945.

J. F. DuPAUL, City Attorney  
By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 2 1945 20 min. past 10 A.M. in Book 1909 at page 64 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

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 Alfred D. Moore; being Document No. 354566.

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, Henry F. Bloomfield is the owner of 1 to 12 inc. 4 Culverwells's Addition and, WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replade any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,

THIS AGREEMENT, signed and executed this 4th day of June, by Henry F. Bloomfield, that I will, for and in consideration of the permission granted me to remove 28 feet of curbing on "E" adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

I, Henry F. Bloomfield further agree that this agreement shall be binding on my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

HENRY F. BLOOMFIELD

569 North Rossmore, Los Angeles 4,  
Calif.

STATE OF CALIFORNIA,

} ss.

County of San Diego

On this 4th day of June, A.D. Nineteen Hundred and Forty five, before me, C.C.Pearson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry F. Bloomfield known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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 Los Angeles, State of California, the day and year in this certificate first above written.

C. C. PEARSON

(SEAL)

Notary Public in and for the County of San Diego,  
State of California

My Commission expires Dec. 22, 1946

I hereby approve the form of the foregoing agreement this 25th day of June, 1945.

J. F. DuPAUL, City Attorney  
By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 2 1945 20 min. past 10 A.M. in Book 1909 at page 65 of Official Records,  
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

NOLA N. PFAHLER

Copyist County Recorder's Office, S.D.County, Calif.



I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Henry F. Bloomfield; being Document No. 354621.

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, Ovid F. LeClair is the owner of portions of lots 22 - 23 - 24, Block 68, of Park Villas;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21 day of June, by Ovid F. LeClair that he will, for and in consideration of the permission granted to remove 15 feet of curbing on Landis St. between Pershing Ave & Villa Terrace, adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

OVID F. LE CLAIR  
2604 Landis St

STATE OF CALIFORNIA, )  
County of San Diego, ) ss.

On this 21st day of June, A.D. Nineteen Hundred and forty five, before me, J. L. Russell a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ovid F. Le Clair known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. L. RUSSELL  
Notary Public in and for the County of San Diego,  
State of California

I HEREBY approve the form of the foregoing agreement this 25th day of June, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 2 1945 20 min. past 10 A.M. in Book 1909 at page 61 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

NOLA N. PFAHLER

Copyist CountyRecorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Ovid F. Le Clair; being Document No. 354622.

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, John B. Starkey, May B. Starkey, Harold B. Starkey and Augusta B. Starkey are the owners of Lot 1 - 2 - 11 - 12, Block 15, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of June, by John B. Starkey, May B. Starkey, Harold B. Starkey & Augusta B. Starkey that we will, for and in consideration of the permission granted to remove 72 feet of curbing on 24' on India near Ash, 24' on Columbia St near Ash and 24' on Ash St between India & Columbia 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, our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JOHN B. STARKEY

MAY B. STARKEY

HAROLD B. STARKEY

AUGUSTA B. STARKEY

STATE OF CALIFORNIA, )  
County of San Diego, ) ss.

On this 20 day of June, A.D. Nineteen Hundred and Forty-five, before me, Grace E. Claytor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John B. Starkey, May B. Starkey and Harold B. Starkey and Augusta B. Starkey 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) GRACE E. CLAYTOR  
Notary Public in and for the County of San Diego,  
State of California

My Commission expires Aug. 16, 1948

I HEREBY approve the form of the foregoing agreement this 25th day of June, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 2 1945 20 min. past 10 A.M. in Book 1908 at page 27 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

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 B. May B. Harold B. and Augusta B. Starkey; being Document No. 354623.

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, James W. Case is the owner of Lots six and seven, Block 28, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of June 1945, by James W. Case that he will, for and in consideration of the permission granted to remove twelve feet of curbing on Beech between California & India and India, adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

JAMES W. CASE

832 Second Avenue, San Diego 1,  
California

STATE OF CALIFORNIA,

} ss.

County of San Diego,

On this 22nd day of June, A.D. Nineteen Hundred and forty-five before me, Clark M. Foote Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James W. Case known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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

I HEREBY approve the form of the foregoing agreement this 25th day of June, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 2 1945 20 min. past 10 A.M. in Book 1908 at page 39 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

O 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 James W. Case; being Document No. 354624.

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, Kent Hamilton & Sarah E. Hamilton is the owner of Lot 16 Block 22, of La Jolla Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of June, by Kent Hamilton & Sarah E. Hamilton that they will, for and in consideration of the permission granted to remove 12 ft feet of curbing on Girard St between Kline and Pearl, 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, heirs and assigns and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

KENT HAMILTON

SARAH E. HAMILTON

7721 Ivanhoe La Jolla

I HEREBY approve the form of the foregoing agreement this 25th day of June, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

STATE OF CALIFORNIA, )  
County of San Diego, ) ss.

ok  
FCCorey

On this 11th day of June, A.D. Nineteen Hundred and forty five before me, FRED C. COREY a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Kent Hamilton Sarah E. Hamilton 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 La Jolla, 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 October 30, 1946  
RECORDED JUL 2 1945 20 min. past 10 A.M. in Book 1903 at page 37 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

FRED C. COREY  
ROGER N. HOWE, County Recorder  
By Deputy D. COLE  
O M EVANS  
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 Kent and Sarah E. Hamilton; being Document No. 354625.

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, 1945, 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 3011 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:  
To act as a District Water Bill Collector for the City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW THEREFORE, in consideration of the premises and of the matters and things herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1945, 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-eight and no/100 Dollars (\$68.00) 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-eight and no/100 Dollars (\$68.00) 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, 1945, and ending June 30, 1946.

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 or her name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO  
By F. A. RHODES  
City Manager  
FLORENCE E. COOKE  
Second Party

I HEREBY APPROVE the form of the foregoing contract this 23 day of June, 1945.  
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. 354665.

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, 1945, 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 3011 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:  
To act as a District Water Bill Collector for the City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW THEREFORE, in consideration of the premises and of the matters and things herein-after recited, the parties hereto agree as follows:



That beginning July 1, 1945, 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 Forty and no/100 Dollars (\$40.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services the City agrees to pay the said rate of compensation, to-wit: Forty and no/100 Dollars (\$40.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and/or employees are regularly paid.

It is further understood and agreed that this contract is a month to month contract only, and that the same may be terminated by either party on fifteen (15) days written notice, PROVIDED, that in no event shall this Contract remain or continue in effect for a longer period than the fiscal year beginning July 1, 1945, and ending June 30, 1946.

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 or her name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

LYDIA J. ENO

Second Party

I HEREBY APPROVE the form of the foregoing contract this 23 day of June, 1945.

J. F. DuPAUL

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. 354666.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Totten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager of said City, first party, and Anna E. Freeman a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance 3011 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To act as a District Water Bill Collector for the City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW THEREFORE, in consideration of the premises and of the matters and things herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1945, 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 Sixteen and no/100 Dollars (\$16.00) 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: Sixteen and no/100 Dollars (\$16.00) 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, 1945, and ending June 30, 1946.

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 or her name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

ANNA E FREEMAN

Second Party

I HEREBY APPROVE the form of the foregoing contract this 23 day of June, 1945.

J. F. DuPAUL

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Anna E. Freeman as district water bill collector; being Document No. 354667.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Totten Deputy

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of July, 1945, 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 3011 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To act as a District Water Bill Collector for the City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1945, 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-one and no/100 Dollars (\$71.00) 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-one and no/100 Dollars (\$71.00) 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, 1945, and ending June 30, 1946.

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 or her name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

FRANK KIMBALL

Second Party

I HEREBY APPROVE the form of the foregoing contract this 23 day of June, 1945.

J. F. DuPAUL

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Frank Kimball as District Water Bill Collector; being Document No. 354668.

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, 1945, 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 3011 (New Series) of the ordinances of The City of San Diego establishing a schedule of compensation for officers and/or employees in the Classified Service of said City, the compensation for the position of District Water Bill Collector, existing in the Classified Administrative Service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To act as a District Water Bill Collector for the City of San Diego, at a certain designated location within the City, and at such location to receive payments of City water bills from all persons presenting said bills and offering to pay the same, and to deposit the moneys so collected with the Treasurer of The City of San Diego in conformity with the provisions of the City Charter; and to answer inquiries or questions of City water consumers relating to the matter of water bill payments and collections;

NOW THEREFORE, in consideration of the premises and of the matters and things herein-after recited, the parties hereto agree as follows:

That beginning July 1, 1945, 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 Seventeen and no/100 Dollars (\$17.00) 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: Seventeen and no/100 Dollars (\$17.00) 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, 1945, and ending June 30, 1946.

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 or her name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

MAUDE WILTSE

Second Party

I HEREBY APPROVE the form of the foregoing contract this 23 day of June, 1945.

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. 354669.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

#### UNDERTAKING FOR STREET LIGHTING

San Diego 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 TWO THOUSAND ONE HUNDRED SIX and no/100 Dollars (\$2106.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of June, 1945.

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, EIGHTH AVENUE, NINTH AVENUE, TENTH AVENUE, ELEVENTH AVENUE, ASH STREET, A STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET and MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 80680, adopted by the Council on March 6, 1945, 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

ATTEST: R. C. CAVELL (SEAL)  
Secretary

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE Attorney-in-Fact  
Surety

ATTEST: \_\_\_\_\_ (SEAL)

STATE OF CALIFORNIA, )

) ss

County of San Diego )

On this 19th day of June, A.D., 1945, 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

Notary Public in and for said County and State

(SEAL)

My Commission expires Aug. 16, 1946

I hereby approve the form of the foregoing Undertaking this 26th day of June, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 81235 passed and adopted on the 12th day of June, 1945, require and fix the sum of \$2106.00 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

San Diego Lighting District No. 3

THIS AGREEMENT, made and entered into this 26th day of June, 1945, 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:

SEVENTH AVENUE, between the south line of Beech Street and the north line of F Street;

EIGHTH AVENUE, between the south line of Beech Street and the north line of Market Street;

NINTH AVENUE, between the south line of B Street and the north line of Market Street;

TENTH AVENUE, between the south line of B Street and the north line of Market Street;

ELEVENTH AVENUE, between the south line of B Street and the north line of Market Street;

ASH STREET, between the east line of Seventh Avenue and the west line of Eighth Avenue;

A STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and the west line of Eighth Avenue;

B STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

C STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

BROADWAY, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue;

E STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100 feet east of the east line of Eleventh Avenue;

F STREET, between a line parallel to and distant 100.00 feet west of the west line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue; and

MARKET STREET, between a line parallel to and distant 14.00 feet west of the east line of Seventh Avenue and a line parallel to and distant 100.00 feet east of the east line of Eleventh Avenue.

Such furnishing of electric current shall be for the period of time from and including July 1, 1945, to-wit, to and including July 15, 1946.

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. 3", filed March 22, 1945 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 Thousand Four Hundred Twenty-two and 36/100 Dollars (\$8,422.36) 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. 3 Fund."



It is further mutually and specifically agreed by and between the parties hereto that in the event the rate agreed upon to be paid, as shown upon the bid and contract therefor, and as designated and permitted by the Railroad Commission of the State of California for the furnishing of current, shall be reduced at any time within the life of this contract, either by action of the San Diego Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of Eight Thousand Four Hundred Twenty-two and 36/100 Dollars (\$8,422.36) shall be paid out of any other fund than said special fund designated as "San Diego Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Eight Thousand Four Hundred Twenty-two and 36/100 Dollars (\$8,422.36).

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: R. C. CAVELL  
Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY Vice Pres.

THE CITY OF SAN DIEGO  
By HARLEY E. KNOX  
G. C. CRARY  
CHARLES B. WINCOTE  
ERNEST J. BOUD  
CHAS. 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 26th day of June, 1945.

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 Contract with San Diego Gas & Electric Company for San Diego Lighting District No. 3; being Document No. 354672.

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 THE L. C. ANDERSON COMPANY, UNDER ITS CONTRACT FOR THE CONSTRUCTION OF 4 RECREATIONAL BUILDINGS, IDENTIFIED AS FEDERAL WORKS AGENCY PROJECT CAL 574-N, WHICH SAID CONTRACT IS DATED SEPTEMBER 21, 1944, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 350301.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by The L. C. Anderson Company under its contract with the City for the construction of 4 Recreational Buildings, identified as Federal Works Agency Project Cal 574-N, and which said contract is dated September 21, 1944, and is on file in the office of the City Clerk of said City as Document No. 350301, 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 June 20, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on June 26, 1945, by resolution duly and regularly passed and adopted, officially accepted said work performed and materials furnished by The L. C. Anderson 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 27th day of June, 1945.

(SEAL)

THE CITY OF SAN DIEGO,

By FRED W. SICK

City Clerk

#### RESOLUTION NO. 81312

WHEREAS, it appears by a communication from H. W. Jorgensen, City Engineer of The City of San Diego, dated June 21, 1945, on file with the City Clerk, that the work performed and materials furnished by The L. C. Anderson Company for the construction of 4 Recreational Buildings, identified as Federal Works Agency Project CAL 574-N, which contract is dated September 21, 1944, and is on file in the office of the City Clerk of said City as Document No. 350301, 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 The L. C. Anderson Company, under its contract for the construction of 4 Recreational Buildings, identified as Federal Works Agency Project Cal. 574-N, 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 Article 51 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.

Presented by

Approved as to form by J. F. DuPAUL, City Attorney

By

Deputy City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 26th day of June, 1945, by the following vote, to-wit:  
 YEAS - Councilmen: Crary, Wincote, Boud, Dail, Austin, Mayor Knox  
 NAYS - Councilmen: None  
 ABSENT-Councilman: Hartley

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. 81312 of the Council of the City of San Diego, California, as adopted by said Council JUN 26, 1945.

(SEAL) FRED W. SICK  
 City Clerk  
 By AUGUST M. WADSTROM  
 Deputy

RECORDED JUN 27 1945 10 A.M. in Book 1891 at page 307 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder  
 By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.  
 O PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of work and materials, 4 recreational buildings, by L. C. Anderson Co.; being Document No. 354673.

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 11th day of July 1945, by and 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 Public Right of Way in Lot C, Loma Alta No. 2, 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 June 1945, marked "Document No. 354379" 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 Public Right of Way in Lot C, Loma Alta No. 2" said plans consisting of 5 sheets and said specifications consisting of 34 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. VII 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:	Per Diem Wage
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.00
Blacksmith	11.00
Bricklayer	12.00
Bricklayer Tender	9.00
Carpenter	10.80
Cement Finisher	12.00
Electrician-Journeyman	13.60
Fireman and Oiler	9.00
Laborers, unskilled	7.00
Laborers, building	7.00
Laborers, underground	8.00
Laborers, Tunnels:	
Miner (hand or machine)	9.80
Motorman	9.80
Cribbers or Shorers	9.80
Powderman	9.80
Chucktender	8.20
Laborers, Special:	
Asphalt, raker and ironer	9.00
Sewer pipe layer (excluding caulker)	10.00
Caulker (using tools)	9.00
Tarman and mortarman	8.00
Mechanic-Heavy Duty Repairman	12.00
Plumber	12.00
Operating Engineers:	
Asphalt Plant Engineer	12.00
Asphalt Plant Fireman	11.00
Air Compressors	10.00
Bulldozers	12.00
Crane, derricks, draglines and shovels less than 1 yard	13.00
Crane, derricks, draglines and shovels 1 yard and over	14.00
Hoists, material	11.00
Mixers, skip type	11.00
Mixers, paving type	13.00
Pumps	10.00
Roller	11.00
Tow Blade or Grader	11.00
Tractor, with boom attachments	12.00
Trenching machine	12.00
Reinforcing Steel Worker	12.00
Teamster	7.40
Truckdriver, less than 6 tons	7.60
Truckdriver, 6 to 15 tons	8.00
Clerk	8.00
Timekeeper	7.00
Watchman	7.00
Painter	10.80

Labor Foreman to receive \$9.00 per diem

Special Labor Foreman to receive \$2.00 per diem above special classified laborers

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 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 F. A. RHODES  
City Manager  
B. G. CARROLL  
Contractor

I hereby approve the form and legality of the foregoing contract, this 11 day of July, 1945.

J. F. DuPAUL, City Attorney  
By EDWARD H. LAW  
Deputy 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 TWENTY-ONE THOUSAND FOUR HUNDRED FORTY-NINE (\$21,449.00) (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 9th day of July, 1945.

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 Public Right of Way in Lot C, Loma Alta No. 2, 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 June, 1945, marked "Document No. 354379" 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 Public Right of Way in Lot C, Loma Alta No. 2," said plans consisting of 5 sheets, and said specifications consisting of 34 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

B. G. CARROLL  
Principal

MARYLAND CASUALTY COMPANY (SEAL)  
By F. R. CORBETT Its Attorney in Fact  
Surety

ATTEST: \_\_\_\_\_

STATE OF CALIFORNIA

County of San Diego

} ss

On this 9th day of July, 1945, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.R. Corbett, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. R. Corbett as attorney in face 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 11th day of July, 1945.

J. F. DuPaul, City Attorney  
By EDWARD H. LAW  
Deputy City Attorney

I hereby approve the foregoing bond this 11 day of July, 1945.

F. A. RHODES

City Manager

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 Ten Thousand Seven hundred Twenty-five Dollars (\$10,725.00), (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 9th day of July, 1945.

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 Public Right of Way in Lot C, Loma Alta No. 2, 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 June, 1945, marked "Document No. 354379" 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 Public Right of Way in Lot C, Loma Alta No. 2", said plans consisting of 5 sheets and said specifications consisting of 34 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 Ten Thousand Seven hundred Twenty-five Dollars (\$10,725.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, his heirs, executors administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender, or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of Title I, Division 5, Chapter 3 of the Government Code of the State of California, then said surety will pay the same in or to an amount not exceeding the amount hereinaboveset 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 said Title I, Division 5, Chapter 3 of the Government Code provided.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under said Title I, Division 5, Chapter 3 of the Government Code, and/or under Section 1184e of the Code of Civil Procedure of the State of California, 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 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 said principal has hereunto subscribed his name, and the said surety has caused this instrument to be executed and its corporate seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

B. G. CARROLL

Principal

MARYLAND CASUALTY COMPANY

By F. R. CORBETT Its Attorney-in-Fact  
Surety (SEAL)

ATTEST:

STATE OF CALIFORNIA

County of San Diego

) ss.

On this 9th day of July, 1945, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F.R. Corbett, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F.R. Corbett as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

C. T. NEILL

(SEAL)

Notary Public in and for said County and State

I hereby approve the form of the within Bond this 11 day of July, 1945.

J. F. DuPAUL, City Attorney

By EDWARD H. LAW

Deputy City Attorney

I hereby approve the within Bond this 11 day of July, 1945.

F. A. RHODES

City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with B. G. Carroll for portion Trunk Sewer No. 4 in West Point Loma Blvd. etc.; being Document No. 355035.

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 14th day of June, 1945, 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 GORGE 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, 1945 and ending June 30, 1946; 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, 1945, and ending June 30, 1946, 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, 1945.

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  
Secretary

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 15th day of June, 1945.  
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 Agreement with George B. Buck as Consulting Actuary for City Employees' Retirement System; being Document No. 354679.

FRED W. SICK  
City Clerk of the City of San Diego, California  
By Francis T. Totten Deputy

A G R E E M E N T

Regarding construction of storage shed  
Regarding use of portion of operating meat market as a grocery store

STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO  
City of San Diego } ss.

A. J. McCartney and V. J. McCartney, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; South Seventy feet of Lot Seven (7) and the South Seventy feet (70') of the West Forty (40) feet of Lot Six (6) Block (1) One Subdivision Marine View, located at 1110 Sutter Street;

That we desire to convert a portion of an existing meat market into a grocery store and construct a storage shed on the above described property and have applied for a Zone Variance under Petition No. 2869, dated June 5, 1945;

That we, in consideration of approval granted by the City of San Diego to use a portion of the meat market as a grocery store and construct said storage shed by Zoning Committee Resolution No. 984, dated June 21, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the storage shed will be constructed on the South 70 ft. of the West 40 ft. of Lot 6, Block 1, Marine View with a flat roof, stucco exterior and attached to the existing building which is located on the South 70 ft. of Lot 7, Block 1, Marine View and six months after hostilities in the present war with Japan cease, the storage shed 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.

A. J. McCARTNEY  
1110 Sutter St  
V. J. McCARTNEY  
1110 Sutter St

On this 27th day of June A.D. Nineteen Hundred and Forty Five, before me, Margaret R. Anderson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. J. McCartney and V. J. McCartney 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 December 18, 1948  
MARGARET R. ANDERSON  
Notary Public in and for the County of San Diego,  
State of California

RECORDED JUL 10 1945 7 min. past 12 P.M. in Book 1910 at page 72 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder  
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.  
M. MOREFIELD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with A. J. and V. J. McCartney regarding store and storage shed; being Document No. 354723.

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, entered into this 1st day of July, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter sometimes designated as the "City", party of the first part, and THE CUDAHY PACKING COMPANY, a Maine Corporation, hereinafter sometimes designated as the "Company", party of the second part, WITNESSETH:

WHEREAS, the City proposes to construct a sewer to extend from the present terminus of the main sewer of the City, south of the Pacific Highway Bridge to and beyond the plant of the Company, located at the end of Buenos Avenue, San Diego, California, all as shown on map attached hereto as "Exhibit A" and by reference thereto incorporated herein; and

WHEREAS, the City has requested the Company, and the Company desires, to financially aid the City in the construction of said proposed sewer; NOW, THEREFORE,

For and in consideration of the mutual promises and covenants hereinafter contained, and for other good and valuable considerations, the receipt whereof is hereby acknowledged by the parties hereto, it is hereby agreed as follows:

(1) That the City, upon the completion of the proposed sewer, as aforesaid, will provide a manhole at which the sewer of the Company may be connected to the City's sewer main, at a point at or near the bridge on Pacific Highway west of the Company's plant; the Company will connect its sewer to the City's sewer main at this manhole. The City will permit the Company to discharge effluent through its sewer into the City's sewer main through this connection; the Company shall at all times obey all then existing City ordinances and State laws governing the kind and condition of sewage which may be discharged into the City's sewer system.

(2) That the Company, at the request of the City, shall forthwith pay to the City the sum of Ten Thousand Dollars (\$10,000.00), to be applied by the City upon the cost of construction of said extension of the City's sewer main.

(3) That the City will not disburse any part of said above mentioned sum unless and until a contract shall have been entered into by the City for the entire construction of said sewer, provided that if said contract is not entered into on or prior to January 1, 1946, any and all sums so paid to the City by the Company, as aforesaid, shall be immediately, subsequent to January 1, 1946, returned to the Company by the City.

(4) That the City agrees to indemnify and save harmless the Company against any and all actions, claims and damages whatsoever that may result from or arise in connection with the execution and delivery of this agreement or from the performance or non-performance thereof.

IN WITNESS WHEREOF, the City Manager of said City has hereunto subscribed his name, for and on behalf of said City, party of the first part, and party of the second part has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO,  
By F. A. RHODES

City Manager

THE CUDAHY PACKING COMPANY

By C. A. BASTOW

Assistant Treasurer

ATTEST: J. F. GEAREN JR.

Secretary (SEAL)

I HEREBY APPROVE the form and legality of the foregoing Agreement this 2nd day of July, 1945.

J. F. DuPAUL, City Attorney  
By B. L. COMPARET

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Cudahy Packing Company regarding connection to City's sewer main; being Document No. 354954.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Taton Deputy

## L E A S E

THIS AGREEMENT, made and entered into this 25th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and R. E. Hazard, 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:

Fractional Lot 1, Block 471; Lots 1, 2, 3 and 4, Block 443; those portions of Lots 1, 3 and 4, Block 441, lying north of Camino del Rio; all in Old San Diego, in the City of San Diego, County of San Diego, State of California; EXCEPTING those portions of the above described lands lying within Pueblo Lots 1102 and 1103; subject to all easements, conditions, restrictions and other encumbrances of whatsoever nature;

For a term of five (5) years, beginning on the 25th day of June, 1945, and ending on the 24th day of June, 1950, at the following rentals: Fifty Dollars (\$50.00) per year payable in advance at the office of the Lessor annually during said term.

In consideration of the covenants herein contained the parties hereto agree as follows:

First. That the above described premises are leased to said lessee for stock-grazing purposes only, and for no other purpose or purposes.

Second. That this lease shall not be assigned or transferred, nor shall the said lessee have the right to sublet the leased premises, or any part thereof, without the consent in writing of the Council of said City.

Third. That the City reserves all gas, oil and mineral rights in and on said premises herein leased, with the right to go upon said property and prospect or drill for oil, gas and minerals.

Fourth. That the lessee shall keep and maintain said premises in as good repair and condition as he may receive them at his own expense (ordinary wear and tear and the acts of God excepted) and the said City shall not be called upon to make any expenditures or repairs on said premises.

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City;

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by the City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 81285 of the Council of said City, authorizing such execution, and said lessee has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,

By F. A. RHODES

City Manager

R. E. HAZARD

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 27th day of June, 1945.

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 R. E. Hazard for portions Blocks 471, 443 and 441 lying noeth of Camino del Rio; being Document No. 354734.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

CUSTODIAN ACCOUNT AGREEMENT BY AND BETWEEN CITY OF SAN DIEGO,  
STATE OF CALIFORNIA; A MUNICIPAL CORPORATION AS PRINCIPAL AND  
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, A  
NATIONAL BANKING ASSOCIATION AS CUSTODIAN

CUSTODIAN ACCOUNT AGREEMENT

THIS AGREEMENT made and entered into this 5 day of July, 1945, by and between the CITY OF SAN DIEGO, a Municipal Corporation, State of California, hereinafter called the "Principal", and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, its successors and assigns, hereinafter called the "Custodian",

WITNESSETH:

The said Principal hereby delivers to the said Bank of America National Trust and Savings Association the securities described in Schedule "A" attached hereto and made a part hereof, and appoints said bank as its Custodian with respect to said securities, and the said Bank of America National Trust and Savings Association hereby acknowledges receipt of the said securities and accepts said appointment as Custodian, subject to and upon the following terms and conditions:

ARTICLE I

The Principal shall have the right, from time to time to deliver additional securities and/or funds to the Custodian to be held in accordance with the provisions of this Agreement and to give any written directions to the Custodian with respect to the securities and funds held hereunder.

ARTICLE II

With respect to the securities and funds held by the Custodian hereunder, the Custodian shall:

(a) Collect all income on all securities held hereunder as such income may become due and payable, and collect the principal and any accrued interest on all maturing or called obligations and the proceeds of any sales of securities held hereunder.

(b) Sell, exchange or otherwise dispose of any or all of the securities held hereunder in accordance with the written directions of the Principal.

(c) Accept delivery from the Federal Reserve Bank of San Francisco, Los Angeles Branch, of such securities as the Principal may purchase through the said Federal Reserve Bank of San Francisco and hold the said securities subject to all the terms and conditions of this Custodian Account Agreement.

(d) Deposit all funds which may be received by the Custodian in the exercise of its duties hereunder, to the account of R. C. LINDSAY, City Treasurer, maintained at the San Diego Main Office of the Bank of America National Trust and Savings Association.

(e) Notify the Principal of all maturing or called obligations and deliver to the Principal such notices pertaining to any of the securities held hereunder as may be received by the Custodian.

ARTICLE III

The Principal agrees to execute in favor of the Custodian and deliver to it any and all notices, orders or other documents that may be necessary to enable the Custodian to perform the services hereinabove set forth.

ARTICLE IV

The Custodian shall render to the Principal periodical statements of the receipts and disbursements of the Custodian hereunder.

ARTICLE V

The Principal shall have the right at any time, by a notice in writing executed by the Principal and delivered to the Custodian, to revoke and terminate this Custodianship in whole or in part, and to withdraw from the Custodianship any or all of the securities or funds held by the Custodian hereunder; provided, however, that all sums due to the Custodian from the Principal shall first be paid.

ARTICLE VI

The Custodian shall have the right to resign and withdraw from this Custodianship at any time by a notice in writing executed by the Custodian and delivered to the Principal, and thereupon the Custodian shall deliver to the Principal all securities and funds then held by the Custodian hereunder, after all sums due to the Custodian from the Principal have been paid.

ARTICLE VII

All acts to be performed by the Principal Municipal Corporation hereunder shall be performed by such person or persons on behalf of the Principal Municipal Corporation as may be authorized to do so by a resolution adopted by the City Council of the Principal Municipal Corporation, a certified copy of which shall be delivered to the Custodian.

ARTICLE VIII

The Custodian shall receive as compensation for its services hereunder the following fees:

- (a) Annual Fee: \$10 for each \$100,000 par value or fraction thereof, of bonds held under this Agreement for each year or fraction thereof that the bonds are held.
- (b) Extraordinary Service Fee: Reasonable additional compensation for any unusual or extraordinary services including litigation, etc.

IN WITNESS WHEREOF, the Principal, City of San Diego, a Municipal Corporation, and the Custodian, Bank of America National Trust and Savings Association have caused their corporate names to be subscribed hereto by their officers thereunto duly authorized, the day and year hereinabove first written.

APPROVED: J. F. DuPAUL  
City Attorney of the City of  
San Diego, California

CITY OF SAN DIEGO, CALIFORNIA  
By R. C. LINDSAY  
Treasurer

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION  
a national banking association  
By T. RASMUSSEN Trust Officer  
By J. C. HOLT Assistant Trust Officer

SCHEDULE "A"

Securities delivered by The City of San Diego, California, to Bank of America, N.T. & S.A., Main Office, Seventh and Spring Streets, Los Angeles, California:

\$500,000.00..... United States Treasury 7/8% Certificates of Indebtedness, Series F - 1945, dated September 1, 1944, maturing September 1, 1945, with 9/1/45 coupon attached.  
Certificates No. 373/377 - 5 at 100M each.

\$1,000,000.00..... United States Treasury 7/8% Certificates of Indebtedness, Series H - 1945, dated December 1, 1944, maturing December 1, 1945, with 12/1/45 coupons attached.  
Certificates No. 229/233, 8083/8087, 10 at 100M each.

\$500,000.00..... United States Treasury 6.90% Notes, Series C - 1946, dated December 1, 1944, maturing January 1, 1946, with 1/1/46 coupons attached.  
Certificates No. 470/474 - 5 at 100M each.

\$750,000.00..... United States Treasury 7/8% Certificates of Indebtedness, Series A - 1946, dated February 1, 1945, maturing February 1, 1946, with 8/1/45 coupons attached.  
Certificates No. 9848/9852 - 5 at 10M each  
Certificates No. 152/158 - 7 at 100M each

\$500,000.00..... United States Treasury 7/8% Certificates of Indebtedness, Series C - 1946, dated April 1, 1945, maturing April 1, 1946, with 10/1/45 coupons attached  
Certificates No. 411/415 - 5 at 100M each

\$1,000,000.00..... United States Treasury 0.90% Notes, Series D - 1946, dated June 1, 1945, maturing July 1, 1946, with 1/1/46 coupons attached.  
Certificates No. 3675/3684 - 10 at 100M each

\$550,000.00..... United States Treasury 7/8% Certificates of Indebtedness, Series E - 1946, dated June 1, 1945, maturing June 1, 1946, with 12/1/45 coupons attached.  
Certificates No. 29810/29814 - 5 at 10M each  
Certificates No. 2724/2728 - 5 at 100M each

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Bank of America as Custodian of securities; being Document No. 354899.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Taven Deputy

A LEASE BETWEEN CITY OF SAN DIEGO AND  
UNITED SERVICE ORGANIZATIONS, INC.

THIS LEASE, made and entered into this 30th day of March in the year one thousand nine hundred and forty-five by and between City of San Diego, a municipal corporation whose address is \_\_\_\_\_ for \_\_\_\_\_ heirs, executors, administrators, successors and assigns, hereinafter called the Lessor, and United Service Organizations, Inc., a corporation organized under the laws of the State of New York, hereinafter called the Lessee;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. The Lessor hereby leases to the Lessee and the Lessee hereby hires from the Lessor the following described premises, viz:

Lots G and H, Block 53 of New San Diego, being the northwest corner of Columbia and E Streets in the said City of San Diego.

to be used exclusively for the following purposes, to wit: USO Club and for any and all purposes for which the Lessee was incorporated.

TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning April 1, 1945, and ending March 30, 1947, except and unless Lessor or the Lessee prior



thereto exercises its cancellation option hereinafter provided.

2. The Lessee shall pay to the Lessor for the use of the demised premises, rent at the rate of One and no/100 (\$1.00) Dollars per year to be paid in advance, and the Lessee covenants and agrees to pay said rent as aforesaid, except such proportionate part thereof as shall occur during such time as said premises shall be untenable by reason of fire, act of God, or public enemies.

3. 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, the Lessor, within ten (10) days after such damage or destruction, shall submit to the Lessee a written estimate of the length of time required to put the premises into complete repair, and the Lessee, within ten (10) days thereafter, may in its sole discretion elect to continue or terminate the lease by serving written notice of such election on the Lessor, either personally or by registered mail. Should the Lessee elect to continue the lease, no rent shall accrue during the period of untenability; nor, in case of termination, shall rent accrue to the Lessor after said partial destruction or damage.

5. The Lessor, during the occupancy of the premises, shall furnish:

The lessor shall be responsible for the payment of any taxes levied upon said property or the improvements thereon.

6. The Lessee agrees to pay the following bills chargeable against said premises during the tenancy, to wit: heat and water.

7. The Lessee shall have the right, during the term of this lease, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises, inside and outside, and to redecorate said premises, all in its own discretion and at its own expense, which fixtures, additions, structures, signs, and/or decorations, unless readily removable, shall become and remain the property of the Lessor.

8. At the expiration of the term of this lease, the Lessee will quit and surrender the premises hereby demised, in as good condition as that existing at the time of entering upon the same under this lease; excepting, however, reasonable wear and tear, and damages by the elements or by circumstances over which the Lessee has no control.

9. Anything herein to the contrary notwithstanding, the Lessee has a right to cancel this lease upon sixty (60) days' written notice to the Lessor.

10. Paragraph "8" hereof shall not be construed so as to require the Lessee upon the expiration of this lease, to reconstitute any alterations or decorations, or to remove any of the additions, structures or permanent fixtures referred to in paragraph "7" hereof.

11. Anything herein to the contrary notwithstanding, the Lessor has a right to cancel this lease upon sixty (60) days' written notice to the Lessee.

"Reviewed and Certified as to Renovations, Alterations & Equipment"

D. FORBES

Date 6/11/45

Assoc. Director of Building Services for Region XII

IN WITNESS WHEREOF the parties to this agreement have hereunto subscribed their names as of the date first above written.

In presence of:

Name BETTY BLEW

Address 253 Civic Center

THE CITY OF SAN DIEGO

by: F. A. RHODES City Manager

Lessor

UNITED SERVICE ORGANIZATIONS, INC.

By C. F. KRAMER JR. Secretary

Lessee

I hereby approve the form of the foregoing lease this 4th day of June, 1945.

J. F. DuPAUL, City Attorney

J. H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with USO for club at Columbia and E Streets; being Document No. 354773.

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. 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 ONE THOUSAND FIVE HUNDRED SIXTEEN DOLLARS (\$1516.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 27th day of June, 1945.

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 TWELFTH AVENUE, NATIONAL AVENUE, IMPERIAL AVENUE, SIXTEENTH STREET, B STREET, C STREET, BROADWAY, E STREET, F STREET and MARKET STREET, within the limits and as particularly described in Resolution of Intention No. 81094, adopted by said Council March 22, 1945, 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: R. C. CAVELL

Secretary (SEAL)

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

ATTEST: \_\_\_\_\_ (SEAL)

I hereby approve the form of the foregoing Undertaking this 6th day of July, 1945.

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. 81273 passed and adopted on the 19th day of June, 1945, require and fix the sum of \$1516.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK  
City Clerk of The City of San Diego  
By AUGUST M. WADSTROM,  
Deputy

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 27th day of June, A.D., 1945, 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)

My Commission expires Aug. 16, 1946

FRANCES S. BOWERS  
Notary Public in and for said County and State

CONTRACT FOR STREET LIGHTING  
San Diego Lighting District No. 4

THIS AGREEMENT, made and entered into this 3rd day of July, 1945, 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:

TWELFTH AVENUE, between the south line of Russ Boulevard and the north line of Imperial Avenue;

NATIONAL AVENUE, between the east line of Twelfth Avenue and the northwesterly line of Sixteenth Street;

IMPERIAL AVENUE, between the northeasterly line of National Avenue and the west line of Thirteenth Street;

SIXTEENTH STREET, between the south line of C Street and the south line of Sherman's Addition;

B STREET, between the west line of Twelfth Avenue and a line parallel to and distant 100.00 feet westerly therefrom;

C STREET, between the west line of Twelfth Avenue and a line parallel to and distant 100.00 feet westerly therefrom;

BROADWAY, between a line parallel to and distant 100.00 feet westerly from the west line of Twelfth Avenue and the west line of Fourteenth Street;

BROADWAY, between the east line of Fourteenth Street and the west line of Fifteenth Street;

BROADWAY, between the east line of Fifteenth Street and the west line of Sixteenth Street;

E STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Fourteenth Street;

E STREET, between the east line of Fourteenth Street and the west line of Sixteenth Street;

F STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Fourteenth Street;

F STREET, between the east line of Fourteenth Street and the west line of Sixteenth Street; and

MARKET STREET, between a line parallel to and distant 100.00 feet west of the west line of Twelfth Avenue and the west line of Sixteenth Street.

Such furnishing of electric current shall be for the period of time from and including July 1, 1945, to-wit, to and including July 31, 1946.

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. 4", filed April 5, 1945, in the office of the City Clerk of said City of San Diego.

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Six Thousand Sixty and 86/100 Dollars (\$6,060.86) 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. 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 Six Thousand Sixty and 86/100 Dollars (\$6,060.86) shall be paid out of any other fund than said special fund designated as "San Diego 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 Six Thousand Sixty and 86/100 Dollars (\$6,060.86).

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: R. C. CAVELL  
Secretary

(SEAL)

SAN DIEGO GAS & ELECTRIC COMPANY  
By A. E. HOLLOWAY  
Vice President in Charge of Sales

THE CITY OF SAN DIEGO  
By HARVEY E. KNOX  
G. C. CRARY  
CHARLES B. WINCOTE  
PAUL J. HARTLEY  
WALTER W. AUSTIN  
ERNEST J. BOUD  
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 6th day of July, 1945.

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 San Diego Lighting District No. 4; being Document No. 354910.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

From R.A.Campbell, Sup't., Division of Accounts Date July 10, 1945  
To City Clerk, Room 356  
Subject Army Contract No. W04-362-E(SCIX)-72  
The above-mentioned Army Contract for water service to 4656 Gaines Street, dated November 1, 1943, has been terminated as of March 31, 1945.

fp R. A. CAMPBELL  
R.A.Campbell, Supt. Division of Accounts  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of cancellation of contract for water service with United States at 4656 Gaines Street; being Document No. 355016.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

From R.A.Campbell, Sup't., Division of Accounts Date July 10, 1945  
To City Clerk, Room 356  
Subject Army Contract No. W04-362-E(SCIX)-236  
The above-mentioned Army Contract for water service to 657th A.W. Company, dated February 1, 1944, has been terminated as of March 31, 1945.

fp R. A. CAMPBELL  
R.A.Campbell, Sup't. Division of Accounts  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of cancellation of contract for water service with United States at Mt. Soledad; being Document No. 355017.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

From R.A.Campbell, Sup't., Division of Accounts Date July 10, 1945  
To City Clerk, Room 356  
Subject Army Contract No. W04-362-E(SCIX)-318  
The above-mentioned Army Contract for water service to 1427 Puterbaugh Street, dated March 1, 1944, has been terminated as of March 31, 1945.

fp R. A. CAMPBELL  
R.A.Campbell, Sup't. Division of Accounts  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of cancellation of contract for water service with United States at 1427 Puterbaugh Street; being Document No. 355018.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

From R.A.Campbell, Sup't., Division of Accounts Date July 10, 1945  
To City Clerk, Room 356  
Subject Army Contract No. W04-362-E(SCIX)-225  
The above-mentioned Army Contract for water service to 657th A.W. Company, La Jolla, California, dated January 1, 1944, has been terminated as of March 31, 1945.

fp R. A. CAMPBELL  
R.A.Campbell, Sup't. Division of Accounts  
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of cancellation of contract for water service with United States at La Jolla; being Document No. 355019.

FRED W. SICK  
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

End Book # 15

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