

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)-317
The Above-mentioned Army Contract for water service to 3716 Pringle 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 3716 Pringle Street; being Document No. 355020.

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. W-04-362-E(SCIX)-319
The above-mentioned Army Contract for water service to Kalmia Street & Seventh Avenue, dated March 1, 1944, has been terminated as of March 31, 1945.

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 Kalmia and 7th; being Document No. 355021.

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. W-04-362-E(SCIX)-302
The above-mentioned Army Contract for water service to Hancock & Harasthy Streets, dated March 1, 1944, has been terminated as of March 31, 1945.

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 Hancock and Harasthy; being Document No. 355022.

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)-221
The above-mentioned Army Contract for water service to 14th Fighter Control Squadron, La Jolla, California, dated January 1, 1944, has been terminated as of March 31, 1945.

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. 355023.

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. W-04-362-E(SCIX)-291
The above-mentioned Army Contract for water service at Arden Way and Miller Street, dated March 1, 1944, has been terminated as of March 31, 1945.

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 Arden Way and Miller Street; being Document No. 355024.

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. W-04-362-E(SCIX)-178
The above-mentioned Army Contract for water service to Spanish Village, Balboa Park, dated January 1, 1944, has been terminated as of March 31, 1945.

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 Spanish Village; being Document No. 355025.

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. W-04-362-E(SCIX)-312
 The above-mentioned Army Contract for water service to La Jolla and Noell Streets, dated March 1, 1944, has been terminated as of March 31, 1945.

R. A. CAMPBELL
 fp 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 and Noell Streets; being Document No. 355026.

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

By Francis T. Tatten Deputy

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part and hereinafter referred to as the lessor; and LARRY FINLEY of La Jolla, California, party of the second part, hereinafter referred to as the lessee, WITNESSETH:

THAT WHEREAS the second party is desirous of obtaining a lease from The City of San Diego for the operation and management of a portion of the premises known as the Mission Beach bath house, the facilities covered by this lease being the locker service and bathing suits and towels located in the southwestern portion of the Mission Beach Bath House, as operated by The City of San Diego in previous years; and The City of San Diego being desirous of leasing said premises, NOW, THEREFORE,

IT IS AGREED as follows:

1. That said lease shall begin on the first day of July, 1945 and end on the 2nd day of January, 1948;
2. For and in consideration of the use of said premises, the lessee agrees to pay the lessor 25% of the gross receipts taken in from the locker service, rental of bathing suits, towels and/or any other income from said premises;
3. The lessee agrees to pay for all public utilities in connection with this lease, except water, which the lessor agrees to furnish without cost to the lessee;
4. The lessee agrees to furnish and supply all bathing suits and towels necessary for conducting said business, and the lessor agrees to furnish and supply all necessary check stand bags;
5. The lessee agrees to carry Workmen's Compensation Insurance on all employees engaged in the operation of this service and also to secure a satisfactory amount of public liability and appropriate property damage insurance with a reliable insurance company as coverage for the conduct of such business and to provide that the City shall be named and fully protected in said policy of insurance;
6. It is understood and agreed that this lease will not be assigned or sublet without the written approval of the City Manager having first been obtained;
7. The Lessee agrees to maintain a ceiling price as follows:
 Bathing suits.....25 cents;
 Lockers.....25 cents;
 Towels.....10 cents.
8. The lessee agrees to give peaceable possession of said premises at the termination of this lease and to return said premises to the lessor in as good condition as they now are, ordinary wear, usage and waste excepted;
9. It is understood and agreed that in addition to the terms herein set forth, that this lease shall be subject to the terms, conditions, rules and regulations set forth in the master lease entered into between The City of San Diego and Larry Finley, dated November 28, 1944, the same being Document No. 351859 filed in the office of the City Clerk, January 18, 1945.

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 81323 of the City Council authorizing such execution, and the said lessee, Larry Finley, has hereunto subscribed his name in the year and day first above written.

THE CITY OF SAN DIEGO
 By F. A. RHODES City Manager Lessor
 LARRY FINLEY
 Lessee

The form of the foregoing Lease Agreement is approved this 10th day of July, 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 Larry Finley for operation of portion Mission Beach Bath House; being Document No. 354968.

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 WALTER BARBER, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF SCHEDULE II OF THE POINT LOMA WATER MAIN, IN THE CITY OF SAN DIEGO, CALIFORNIA, WHICH SAID CONTRACT IS DATED MAY 29, 1945, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 354129.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Walter Barber, under his contract with the City for the construction of Schedule II of the POINT LOMA WATER MAIN, Schedules I and II consisting of approximately 4280 lineal feet of 18 inch centrifugally spun reinforced concrete pipe and approximately 3135 lineal feet of 12 inch cast iron pipe, together with valves, fittings and appurtenances, in the City of San Diego, California, and which contract is dated May 29, 1945, and is on file in the office of the City Clerk of said City as Document No. 354129, 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 June 29, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on July 10, 1945, by resolution duly and regularly passed and adopted, officially accepted the said work

performed and materials furnished by Walter Barber. 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 10th day of July, 1945.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk

RESOLUTION NO. 81414

WHEREAS, it appears by a communication from R.O. Stevens, Engineer Water Distribution, dated June 29, 1945, and approved by the City Manager June 30, 1945, on file with the City Clerk of said City, that the work performed and materials furnished by Walter Barber, under Schedule II for the construction of the POINT LOMA WATER MAIN, Schedules I and II consisting of approximately 4280 lineal feet of 18 inch centrifugally spun reinforced concrete pipe and approximately 3135 lineal feet of 12 inch cast iron pipe, together with valves, fittings and appurtenances, in the City of San Diego, California, which contract is dated May 29, 1945, and is on file in the office of the City Clerk of said City as Document No. 354129, 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 Manager, 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 Walter Barber, under his contract for the construction of Schedule II of the Point Loma Water Main, 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 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 _____

City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 10th day of July, 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.

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. 81414 of the Council of the City of San Diego, California, as adopted by said Council JUL 10 1945.

FRED W. SICK

(SEAL)

City Clerk

By AUGUST M. WADSTROM

Deputy

RECORDED JUL 11 1945 6 min. past 11 A.M. in Book 1897 at page 352 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.

VIRGINIA WEBER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of Point Loma Water Main Contract Schedule II of Walter Barber; being Document No. 354976.

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 B. G. CARROLL, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE 19TH STREET WATER MAIN IN THE CITY OF SAN DIEGO, CALIFORNIA, WHICH SAID CONTRACT IS DATED APRIL 24, 1945, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT NO. 353449.

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, under his contract with the City for the construction 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, and which contract is dated April 24, 1945, and is on file in the office of the City Clerk of said City as Document No. 353449, 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 June 28, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on July 10, 1945, by resolution duly and regularly passed and adopted, officially accepted the 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 10th day of July, 1945.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk

RESOLUTION NO. 81415

WHEREAS, it appears by a communication from R. O. Stevens, Engineer Water Distribution, dated June 28, 1945 and approved by the City Manager June 30, 1945, on file with the City Clerk of said City, that the work performed and materials furnished by B. G. Carroll, for the construction 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, which contract is dated April 24, 1945, and is on file in the office of the City Clerk of said City as Document No. 353449, 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 Manager, 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 19th Street Water Main, 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 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 _____

City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 10th day of July, 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.

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. 81415 of the Council of the City of San Diego, California, as adopted by said Council JUL 10 1945

FRED W. SICK

(SEAL)

City Clerk

By AUGUST M. WADSTROM

Deputy

RECORDED JUL 11 1945 6 min. past 11 A.M. in Book 1896 at page 442 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.

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 Notice of Completion and Acceptance of contract with B.G. Carroll for 19th Street Water Main; being Document No. 354977.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

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

HA(CAL-4903)mph 104

Preble Housing

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 232 units to be located in or near the City of San Diego, (Identification No. CAL-4903N.), 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.

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:

75' W/W/L of Pynchon Street on Logan Avenue South.

187' N/N/L of Newton Avenue on 45th Street 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. Nondiscrimination 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 S. MILLS

For the Federal Public Housing Commissioner

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

SEAL

ATTEST: FRED W. SICK

City Clerk

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for water supply to Navy Housing (Preble); being Document No. 355031.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Tatten Deputy

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

HA(CAL-4915N)mph-103

Independence Housing

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 interalia to consumers within the State of California; and

WHEREAS, the Federal Public Housing Commissioner, hereinafter called the "Commissioner," desires to contract for the supplying of water to the housing development consisting of approximately 352 to be located in or near the City of San Diego, (Identification No. CAL-4915N), 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.

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: 798' W/W/L of Barnett Street on Midway Drive 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 S. MILLS

For the Federal Public Housing Commissioner

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

SEAL
ATTEST: FRED W. SICK City Clerk

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of Contract for supplying water to Navy Housing Project CAL 4915N (Independence Housing); being Document No. 355032.

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

By Francis T. Tilton Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 1st day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, First party, hereinafter sometimes designated as the "City," and CHARLES M. DAVIS, of National City, California, hereinafter designated as Second Party, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained and to be performed by the parties hereto, said parties hereby agree as follows:

1. Second party is hereby given the exclusive right to collect from City rubbish all cans, metal containers, black iron and miscellaneous sheet iron scrap, subject to the limitations in this agreement contained.

2. Second party agrees to govern his operations so as not to impede the process of unloading rubbish and/or the grading of the dump by the City.

3. Second party agrees that the City may, in its discretion, dump City rubbish upon the premises operated by Second party as a dump on Bay Boulevard, between National City and Chula Vista dump, as long as the present lease between second party and The Santa Fe Land & Improvement Company shall be in force, and provided that any portion of said dump used, or all of said dump, if all is used by the City, shall be maintained by the City to the satisfaction of the City; and further provided that any part of said dump maintained by the City shall be reserved by second party for the exclusive use of the City.

4. The City agrees that at all dumps to follow its custom of spreading rubbish as much as practicable, before burning.

5. In consideration of the covenants herein and of the making of this agreement by the City, the second party will pay the City the sum of FIVE HUNDRED DOLLARS (\$500.00), upon the execution of this agreement, and in addition thereto will pay the City the sum of FIFTY DOLLARS (\$50.00) per month, whenever said City shall dump rubbish for a period of twenty-five (25) days in any one month, or for the entire number of working days in any one month, on the dumping grounds owned or controlled by the City or on the dumping grounds provided by second party, as aforesaid; and that in the event the City shall not comply therewith then, and in that event, second party will pay the City proportionately for said month, subject however, to the computation thereof by the City Manager, as herein after set forth. The said payment of FIVE HUNDRED DOLLARS (\$500.00) shall be considered and shall apply as payment in advance for the last ten months of the term hereof.

6. It is further understood and agreed between the parties hereto that certain individuals and inhabitants of The City of San Diego earn their livelihood by salvaging materials from all rubbish dumping grounds now controlled by the City, and that said second party agrees that he will not interfere with said individuals or persons, subject only to the right of second party to salvage the materials hereinbefore specified, provided however, that the above covenant on the part of the second party shall not apply to the dump herein agreed to be furnished by said second party.

7. It is further agreed and understood that nothing herein contained shall prevent the City from salvaging any and all materials from all of its dumping grounds other than the materials herein exclusively granted said second party, provided however, that the above covenant on the part of the second party shall not apply to the dump herein agreed to be furnished by said second party.

8. It is further agreed that the right and privilege herein granted to second party shall likewise cover and include any and all dumping grounds owned and/or controlled by the City, including all said materials now accumulated thereon, except that portion of the Murray Canyon dump now operated by private parties, not for the disposal of city rubbish, but for the disposal of rubbish from Consolidated Vultee Aircraft Corporation.

9. Said second party agrees that he will employ no labor other than citizens of the City of San Diego on all work contemplated by this agreement.

10. It is agreed between the parties hereto that in the interpretation of any of the terms of this agreement, whenever the same shall be necessary, that second party will abide by the decision of the City Manager of said City, and that said decision of the City Manager as to any of the terms thereof, whether of performance or as to any amount to be computed by reason thereof, shall be final and binding upon said second party.

11. It is mutually agreed herein that in no case unauthorized by the Charter of The City of San Diego, or the general laws of the State of California in effect in said City, shall said City, or any department, board or officer be liable to second party in any manner whatsoever by reason of this agreement.

12. This agreement shall be in force for a period of five (5) years from the date hereof unless sooner terminated by the parties hereto, in the manner herein provided;

Whenever second party shall refuse to comply with any of the terms of this agreement, or shall refuse to abide by the decision of the City Manager, as herein provided, within a period of thirty (30) days after notice thereof by the City, then and in that event this agreement shall terminate and be of no further force and effect.

In case it shall be necessary for the City to give notice of any kind to second party, the same shall be given and shall be complete by sending such notice to second party by United States registered mail, addressed to second party at his place of business at 823 West 17th Street, National City, California.

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 81169 of the City Council authorizing such execution, and Charles M. Davis, the party of the second part has hereunto subscribed his name, this 1st day of June, 1945.

THE CITY OF SAN DIEGO First Party,
By F. A. RHODES

City Manager

CHARLES M. DAVIS

Second Party

I hereby approve the form and legality of the foregoing Agreement this 1st 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 Charles M. Davis relative to collection of metal from City rubbish; being

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 20th 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 of America (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; damages resulting from acts of God and/or earthquakes, flood and/or other disaster, excepted;

(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 F. A. RHODES

City Manager

I hereby approve the form of the foregoing Release this 15th day of June, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

The last clause of Paragraph (1), Page 2 of this release is hereby added as a modification of the original release executed on behalf of the City of San Diego on June 20, 1945.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

Approved as to form, this 2nd day of July, 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 Modified Release of United States relative to occupancy of buildings in Balboa Park; being Document No. 355037.

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

By Francis T. Tatten Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 30th 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 Lessor, acting by and through the City Manager of said City, and E. L. DeVoid, Box 149, Pacific Beach, San Diego 9, 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 West Half of Pueblo Lot 1780 and all of Pueblo Lot 1781 of the Pueblo Lands of San Diego, according to Map thereof by James Pascoe made in 1870, a copy of which map is filed as Miscellaneous Map No. 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;

For a term of five (5) years, beginning on the 1st day of July, 1945, and ending on the 30th day of June, 1950, at the following rentals: One Hundred Eighty Dollars (\$180.00) per year payable in advance at the office of the Lessor semi-annually during said term.

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

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

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

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 Ordinance No. 3024 (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 City Manager

E. L. DE VOID

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 12th day of July, 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 E.L.DeVoid for portions Pueblo Lots 1780 and 1781 for stock grazing; being Document No. 355077.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

L E A S E

THIS INDENTURE OF LEASE, Made and entered into this 30th day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, party of the first part, hereinafter referred to as Lessor; and JOSEPH L. GREEN, of the City of San Diego, County of San Diego, State of California, party of the second part, hereinafter referred to as Lessee; WITNESSETH:

That the lessor 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 takes and accepts from said lessor, upon the terms and conditions and for the uses and purposes hereinafter recited, a portion of the Mission Bay Amusement Center, which is more particularly described as follows:

The northerly thirty-five (35) feet of that certain existing stucco building in the Mission Beach Amusement Center, the location of which is shown on that particular drawing, entitled, "Plat showing portion of a certain building in the Mission Beach Amusement Center to be leased by the City of San Diego to others." Said plat being numbered 2931-B on file in the Office of the City Engineer of the City of San Diego, signed H. W. Jorgensen, City Engineer, May 21, 1945; said plat being numbered 2931-B, a copy of which said plat No. 2931-B is hereunto attached and made a part hereof;

Said lease beginning on June 15, 1945, and ending on January 2, 1948, the conditions of said lease being as follows, to-wit:

1. The lessee agrees to repair the doors and windows in said building and place a new roof on said building to the satisfaction of the lessor and to maintain said building and all parts thereof in good condition during the term of this lease.
2. The lessee agrees to pay all water, lights, gas and other utility bills during the term of this lease;
3. The lessee shall use said premises for storage purposes only and the use of said premises for any other or different purpose will be considered as grounds for terminating the said lease;
4. The lessee agrees to carry fire insurance upon said premises in the sum of \$5000.00 or more in favor of the lessor;
5. The lessee further agrees not to store any material or thing in said building which will constitute or create a fire hazard or become a nuisance at any time;
6. In consideration of the repairing of the building and placing of a new roof thereon it is understood and agreed that the lessee shall have the use of said premises for the purposes above stated, rent free during the term of this lease;
7. The lessee agrees to deliver possession of said premises to the lessor on January 2, 1948 if not sooner terminated, in good condition and to the satisfaction of the City Manager; and it is further understood and agreed that any and all permanent improvements placed upon said premises are to become the property of the lessor and remain on the premises when the lease is terminated;
8. It is understood and agreed that this lease shall not be assigned, sublet or transferred in any way without the lessee having first obtained written consent of the lessor;
9. A breach of any of the conditions of this lease shall be considered grounds for the termination thereof.

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 No. 81286, authorizing such execution, and Joseph L. Green, the party of the second part has hereunto subscribed his name, this 30th day of June, 1945.

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

JOSEPH L. GREEN
Second Party

I hereby approve the form and legality of the foregoing Lease this 12th day of July 1945.

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

Plat 2931-B

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Joseph L. Green for portion of building in Mission Beach Amusement Center; being Document No. 355078.

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 9th day of July, 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.
S 1/2 of SW 1/4 of Lot 51, Rancho Mission, Horton's Purchase	6/29/36	55496	7/8/41	806
BIRD ROCK ADDITION:				
Lots 1 to 4, Block 1	6/29/32	19520	7/1/37	2586
Lots 1 to 18, Block 18	6/29/32	19664	7/1/37	2621
MARILOU PARK:				
Lots 15, 16, Block 3	6/29/36	54662	7/1/42	1431
NARRAGANSETT HEIGHTS:				
Lot 13, Block I	9/1/33	73129	7/1/38	4162
Lot 16, Block I	9/1/33	73131	7/1/38	4163

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 July 9, 1945 As of date of Execution of Agreement	2nd Payment July 9, 1946 Anniversary Date of Agreement	3rd Payment July 9, 1947 2nd Anniver- sary Date of Agreement	Final Payment Upon Ex- ercise of Option
S 1/2 of SW 1/4 of Lot 51, Rancho Mission, Horton's Purchase	\$ 75.00	\$75.00	\$75.00	\$300.00
BIRD ROCK ADDITION:				
Lot 1 to 4, Block 1	20.00 each	20.00 each	20.00 each	60.00 each
Lots 1 to 18, Block 18	20.00 "	20.00 "	20.00 "	50.00 "
MARILOU PARK:				
Lots 15, 16, Block 3	2.50 "	2.50 "	2.50 "	10.00 "
NARRAGANSETT HEIGHTS:				
Lot 13, Block I	1.50	1.50	1.50	15.00
Lot 16, Block I	1.50	1.50	1.50	15.00

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 9th day of July, 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. 81245, adopted on the 12th day of June, 1945, the day and year first hereinabove written.

ATTEST: J. B. McLEES, County Clerk and Ex-officio
Clerk of the Board of Supervisors.
By H. THIEL

Deputy

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

THE CITY OF SAN DIEGO
By 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 7-5-45

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 July 12th, 1945

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

Approved as to form
Date 7/5/45

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 San Diego County Board of Supervisors; being Document No. 355095.

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

By Francisco T. Tatten Deputy

Premium: \$18.00

Bond No. 95239

KNOW ALL MEN BY THESE PRESENTS, That WILSHIRE OIL COMPANY, INC., as Principal and CENTRAL SURETY AND INSURANCE CORPORATION a corporation organized and existing under and by virtue of the laws of the State of Missouri as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWELVE THOUSAND AND NO/100 Dollars (\$12,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of

which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of July, 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, from time to time as ordered or required by the City: Wilshire Ethyl Gasoline (75.6 octane) and Economy Gasoline (70.5 octane) during the period beginning July 1, 1945 and ending June 30, 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:
By W. D. SMITH
Assistant Secretary
WILSHIRE OIL COMPANY, INC.,
By M. A. MACLINS Vice President
Principal (SEAL)

ATTEST: _____
CENTRAL SURETY AND INSURANCE CORPORATION
By GORDON N. TOPHAM Attorney-in-Fact
Surety (SEAL)

I hereby approve the form of the within Bond, this 2nd day of July, 1945.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 16th day of July 1945.
F. A. RHODES
City Manager

STATE OF CALIFORNIA }
County of Los Angeles } ss

On this 1st day of July in the year one thousand nine hundred and forty-five before me, William R. Topham, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Gordon N. Topham known to me to be the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of Central Surety and Insurance Corporation, and the said Gordon N. Topham acknowledged to me that he subscribed the name of Central Surety and Insurance Corporation thereto, as surety, and his own name as Attorney-in-Fact.

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

(SEAL) WILLIAM R. TOPHAM
Notary Public in and for Los Angeles County,
State of California

CONTRACT
THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 1st 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, and herein-after sometimes designated as the City, and WILSHIRE OIL 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 from time to time as ordered or required by the City: Wilshire Ethyl gasoline (75.6 octane) and Economy Gasoline (70.5) during the period beginning July 1, 1945 and ending June 30, 1946.

Said gasoline shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 354228.

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

FOR TANK TRUCK DELIVERY	PER GALLON
Wilshire Ethyl Gasoline	\$0.1030
Economy Gasoline.....	\$0.0830
On Economy gasoline, discount per gallon - truck & trailer - of 5000 gals. or more.....	\$0.0025

Deliveries of said gasoline, at the price for the several grades as hereinabove speci-fied, shall be made to the City storage tanks located within the City limits of the City of San Diego on deliveries of 40 gallons or more, and shall also include deliveries to The City of San Diego's stations located at Hodges Grove, Bernardo Bridge, Lockwood Mesa, El Capitan Dam, Otay Dam, Torrey Pines Pumping Station, Chollas Station and San Vicente Dam.

Said price per gallon on each grade of gasoline, as hereinabove stated, excludes the State and Federal tax. The City of San Diego agrees to pay any additional tax imposed by law over taxes now existing in the event the City is not exempt from such tax. The repeal or reduction of any tax included in said price per gallon shall lower in like amount the said price per gallon otherwise payable by the City hereunder.

The City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of the several grades of gasoline hereinabove described, and that the minimum total requirements during the period from July 1, 1945 to June 30, 1946, will be 480,000 gallons or 40,000 gallons per month, it being expressly understood and agreed, however, that the City shall be entitled to purchase any amount of any one or all of said several grades of gasoline in excess of said total minimum that it may desire.

Said parties agree that there shall be no obligation to deliver or to receive or use the said products when and while, and to the extent that the receiving or using, or manu-facturing or making deliveries in the customary manner are prevented or hindered by an Act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said Contractor herein undertaken and agreed upon, will pay said contractor as follows:

Payments will be made monthly for gasoline purchased in accordance with purchase orders and deliveries.

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. 81321 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

WILSHIRE OIL COMPANY, INC.

By M. A. MACLINS Vice President

Contractor

ATTEST: By W. I. SMITH (SEAL)
Assistant Secretary

I hereby approve the form and legality of the foregoing contract this 2nd day of July, 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 Wilshire Oil Company, Inc. for furnishing gasoline during the fiscal year; being Document No. 355133.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That PRE MIXED CONCRETE COMPANY, as Principal and SAINT PAUL MERCURY 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 TWO THOUSAND and no/100 Dollars (\$2000.00), lawful money of the United States of America, to be 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 July, 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, from time to time as ordered and required by The City of San Diego, Portland cement concrete, for the period beginning July 1, 1945 and ending June 30, 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.

PRE MIXED CONCRETE CO. (SEAL)

ATTEST: FRANCES YORK

W. P. KEMPER, Secty Treas
Principal

ATTEST: ROBERTS, GARLAND & NORDEEN
R. HASTINGS GARLAND

(SEAL)

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

STATE OF CALIFORNIA)

) ss.

County of Los Angeles)

On this 12th day of July 1945, before me, a Notary Public, within and for the said County and State, personally appeared M. E. Dittman, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the Saint Paul-Mercury Indemnity Company, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the Saint Paul-Mercury Indemnity Company thereto as Surety,

and his own name as Attorney-in-Fact.

(SEAL)

My Commission expires February 19, 1947.

I hereby approve the form of the within Bond, this 3rd day of July, 1945.

E. M. PAHACH
Notary Public

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 16th day of July 1945.

F. E. A. RHODES
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 12th 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, and hereinafter sometimes designated as the City, and PRE MIXED CONCRETE CO. party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City, from time to time as ordered or required by the City, f.o.b. City trucks at contractor's plant on Sixth Street Extension, San Diego, California, or delivered to various areas or zones within the City of San Diego; Cement Concrete, for the period beginning July 1, 1945 and ending June 30, 1946; in accordance with the specifications therefor contained in Document No. 354234, on file in the office of the City Clerk of said City.

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

Class A cement concrete	(1:2:3 mix)	@ \$6.70	per cubic yard
Class B	" (1:2:4 mix)	@ \$6.15	" " "
Class C	" (1:2:3-1/2 mix)	@ \$6.40	" " "
Class D	" (1:3:5 mix)	@ \$5.60	" " "

Above prices are f.o.b. City trucks at contractor's plant on Sixth Street Extension, San Diego, California;

Delivery in contractor's trucks @ \$1.00 per cubic yard in the following areas: East to 54th Street (Euclid Avenue south of Federal Boulevard), south to Division Street, west to Canon Street and Point Loma Avenue, north Edison Street and Sherwood Street, and Linda Vista;

Delivery to La Playa @ \$1.25 per cubic yard;

Delivery to 54th Street to 70th Street, Encanto, Mission Beach and Pacific Beach..... @ \$1.25 " " "

Delivery to La Jolla @ \$1.50 " " "

All areas not listed, to be covered by job quotation. Minimum concrete charge will be one-fourth of a yard and minimum cartage charge one and one-half yards. Unloading time charge on contractor's trucks will be \$3.00 per hour after first 15 minutes on job which is charge free.

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:

Class A cement concrete	@ \$6.70	per cubic yard
Class B	" "	@ \$6.15	" " "
Class C	" "	@ \$6.40	" " "
Class D	" "	@ \$5.60	" " "

F.o.b. City trucks Sixth Street Extension, San Diego, Calif.

Delivery in contractor's trucks..... @ \$1.00 per cubic yard in the following areas: East to 54th Street (Euclid Avenue south of Federal Boulevard), south to Division Street, west to Canon Street and Point Loma Avenue, north to Edison Street and Sherwood Street, and Linda Vista;

Delivery to La Playa, 54th Street to 70th Street, Encanto, Mission Beach and Pacific Beach..... @ \$1.25 per cubic yard

Delivery to La Jolla..... @ \$1.50 " " "

Said prices include the California State Sales Tax.

Areas not listed, to be covered by job quotation. Minimum concrete charge, one-fourth of a yard; minimum cartage charge, one and one-half yards; unloading time charge, \$3.00 per hour after first 15 minutes on job which is charge free.

The City's minimum requirements for the four types of cement concrete will be approximately 700 cubic yards.

Payments will be made upon presentation of invoices and approval thereof by the Purchasing Agent of the City of San Diego.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than thirty (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. 81320 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

PRE MIXED CONCRETE CO.

W. P. KEMPER Secty Treas

(SEAL)

Contractor

ATTEST: FRANCES YORK

I hereby approve the form and legality of the foregoing contract this 3rd day of July, 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 Pre Mixed Concrete Company for furnishing Portland cement concrete; being Document No. 355137.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Bond No. C-43736

KNOW ALL MEN BY THESE PRESENTS, That GREAT WESTERN DIVISION OF 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 FOUR THOUSAND TWO HUNDRED FIFTY Dollars (\$4,250.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10 day of July, 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 f.o.b. cars Santa Fe track in yard at Sewage Disposal Plant, 3375 Harbor Drive, San Diego, California, from time to time, as ordered or required by the City: Carload lots of liquid chlorine, in one ton cylinders, during the period beginning July 1, 1945, and ending June 30, 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.

GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY,

ATTEST: _____

J. H. SEISM

Principal

FIREMAN'S FUND INDEMNITY COMPANY

ATTEST: _____

By F. J. BUTCHER Attorney in Fact

Surety

(SEAL)

STATE OF CALIFORNIA
City and County of
San Francisco

} ss.

On this 10th day of July, 1945, before me Marie H. Stanley, a Notary Public in and for said City and County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared F. J. Butcher known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own as attorney in fact.

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

MARIE H. STANLEY

(SEAL)

Notary Public in and for the City and County of

My Commission expires November 20, 1947 San Francisco State of California

I hereby approve the form of the within Bond, this 2nd day of July, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 17th day of July 1945.

SAMUEL M. ROBERTS

Acting City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 10th 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, and herein-after sometimes designated as the City, and GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor,

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City from time to time as ordered or required by the City, f.o.b. cars Santa Fe track in yard at Sewage Disposal Plant, 3375 Harbor Drive, San Diego, California:

Carload lots of liquid chlorine, in one ton cylinders, during the period beginning July 1, 1945, and ending June 30, 1946; all in accordance with the specifications therefor contained in Document No. 354111, on file in the office of the City Clerk of said City.

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

Cylinders containing 2000 pounds, net carload lots one shipment, \$3.11-1/2 per cwt.

Said price does not include the California State Sales Tax.

Tank cars when empty shall be returned promptly to the contractor's plant at Pittsburg California, over the same rail lines as received, with full equipment. For all cars held beyond 48 hours the City agrees to pay the contractor demurrage charge at rate of \$2.50 per day.

The City may exchange empty ton containers for full containers on the car and return car with full equipment, over same rail line as received, to contractor's plant at Pittsburg, California, with transportation paid by contractor.

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

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

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

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

The City agrees that it will purchase from the contractor, during the period of this contract, a minimum of 270 tons of liquid chlorine.

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

For delivery f.o.b. cars Santa Fe track in yard at Sewage Disposal Plant, 3375 Harbor Drive, San Diego, California, Cylinders containing 2000 pounds, net carload lots one shipment \$3.11-1/2 per cwt. said payments to be made as follows:

Payments will be made monthly for liquid chlorine purchased in accordance with purchase orders and deliveries until ninety per cent (90%) of the liquid chlorine to be purchased under the contract has been paid for. Payment for the final ten per cent (10%) of the liquid chlorine delivered will not be made until completion of the contract, and until release shall have been executed and filed as hereinafter provided, and until five (5) days have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California.

When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an Act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

In entering into this contract it is clearly understood by both parties hereto that conditions subsequently may arise resulting from, connected with, or growing out of the war in which the United States and its allies are now engaged, and which are entirely beyond the control of either party that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or 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. 81319 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 SAMUEL M. ROBERTS

Acting City Manager

GREAT WESTERN DIVISION OF DOW CHEMICAL COMPANY

J. H. SEISM

Contractor

ATTEST: M. D. PARSONS

I hereby approve the form and legality of the foregoing contract this 3rd day of July, 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 Great Western Division of Dow Chemical Company for furnishing carload lots of liquid chlorine; being Document No. 355144.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

CONTRACT (Copy)

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 14th 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 SAM L. HALL and FRED G. GOSS, co-partners doing business under the firm name and style of ELECTRIC SUPPLIES DISTRIBUTING 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: Westinghouse Electric & Mfg. Co. lighting equipment for Lindbergh Field, in accordance with, and as itemized in, the specifications therefor on file in the office of the City Clerk of said City under Document No. 353427.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit: One Thousand One Hundred Thirty-five and 09/100 Dollars (\$1135.09). Said price includes the California State Sales Tax.

Said contractor agrees to begin delivery of said material within thirty (30) days from and after the date of the execution of this contract, and to complete said delivery on or before the 120th day after said execution.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: One Thousand One Hundred Thirty-five and 09/100 Dollars (\$1135.09), said payments to be made as follows:

Upon delivery of said material, and the acceptance of the same by the Port Director. When the terms of the contract shall have been fully complied with to the satisfaction of the 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 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 Harbor Commission of said City, acting for and on behalf of The City of San Diego pursuant to and under Resolution No. _____ of the Commission 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 R. H. VAN DEMAN

EMIL KLICKA

WM. E. HARPER

Members of the Harbor Commission

SAM L. HALL

FRED G. GOSS

ATTEST: L. BERDEL

Co-partners dba as ELECTRIC SUPPLIES DISTRIBUTING CO.

Contractor

I hereby approve the form and legality of the foregoing contract this 23rd 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 Electric Supplies Distributing Co. for lighting equipment for Lindbergh Field; being Document No. 355173.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Tatten Deputy

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, State of California, this 12th 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, and hereinafter sometimes designated as the "City", and RUBY H. BARTH, 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 (\$1,050.00) per month, to-wit:

Collection Day

District or Area of Collection

Monday Starting at San Diego River on the south, all territory east of Pacific Highway to north easterly line of Hueneme Street, Everview Road, Gardenia Avenue and Littlefield Street to intersection of Pacific Highway and Littlefield Street on the north.

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 San Diego River, from Pacific Highway to Presidio Drive.

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 July 1, 1945 to and including Sept 30, 1945.

(2) The City will furnish a dump for the use of the contractor in the City of San Diego. In dumping garbage 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:

<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. 81381 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
RUBY H. BARTH
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 16th day of July, 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 \$3,150.00

Dated July 7 1945

J. McQUILKEN
THEO M. FIDELER

Deputy Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL (34-2)
2600

Memo RUBY H. BARTH garbage collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Ruby H. Barth for collection and removal of garbage; being Document No. 355174.

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

By Francesco T. Tatters Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 3rd 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 DR. HAROLD A. THOMPSON, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3011 (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 hereinafter recited, the parties hereto agree as follows:

That beginning July 1, 1945, 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 Eight Hundred Twenty-five Dollars (\$825.00) 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: Eight Hundred Twenty-five Dollars (\$825.00) 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 shall remain in force and effect for the period beginning July 1, 1945 and ending December 31, 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 F. A. RHODES

City Manager

H. A. THOMPSON

Second Party

I HEREBY APPROVE the form and legality of the foregoing Contract this 12 day of July, 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 Dr. Harold A. Thompson as Bacteriologist in the Department of Public Health; being Document No. 355193.

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

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, anaesthetics 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 remain in effect for a period of one (1) year, beginning July 1, 1945 and ending June 30, 1946; 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 City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81400 of the Council authorizing such execution, and by the Chairman of the Board of Supervisors, acting for and on behalf of The County of San Diego, pursuant to a resolution of said Board adopted on the 16th day of July, 1945, authorizing such execution, this 16th day of July, 1945.

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

City Manager

THE COUNTY OF SAN DIEGO (SEAL)
By DAVID W. BIRD

Chairman of Board of Supervisors of said County

I HEREBY APPROVE the form and legality of the foregoing Contract this 10th day of July, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

APPROVED AS to form:
THOMAS WHELAN, District Attorney
By CARROLL H. SMITH Deputy
July 2, 1945.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with County of San Diego for care of patients at County Hospital; being Document No. 355201.

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. S. SCHIRM COMPANY, a Corporation, organized and existing under and by virtue of the Laws of California, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWELVE THOUSAND THREE HUNDRED SIXTY Dollars (\$12,360.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of July, 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 Portland cement, for the period beginning July 1, 1945 and ending June 30, 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: C. R. SPEIR

J. S. SCHIRM COMPANY (SEAL)
T. I. STEPHENS Secy-Mgr.
Principal

ATTEST: BESSIE L. WALLACE

LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA
By THEO M. FINTZELBERG
Attorney-in-Fact
Surety (SEAL)

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 19th day of July, 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.

(SEAL) N. STEINMETZ
Notary Public San Diego Co., California
My Commission expires Dec. 14, 1948

I hereby approve the form of the within Bond, this 26th day of July, 1945.
J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

I hereby approve the foregoing bond this 20th day of July 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 19th 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, and hereinafter sometimes designated as the City, and J. S. SCHIRM COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

The City's requirements of Portland cement, in the minimum amount of approximately 8,000 sacks, for the period beginning July 1, 1945 and ending June 30, 1946, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 354114.

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

Deliveries of minimum car (1100 sacks or more) f.o.b. car, San Diego.....	\$0.5945	per sack
Deliveries of 450 sacks or more to any job within San Diego City limits....	\$0.6458	" "
" " 100 " and less than 450 sacks to job within San Diego City limits....	\$0.6458	" "
" " 450 " at warehouse of vendor.....	\$0.615	" "
" " less than 450 sacks at warehouse of vendor.....	\$0.615	" "

Above prices are for Portland Cement in paper sacks, for cloth sacks add: \$0.15 per sack
Credit for cloth sacks returned, each.....\$0.20 " "

Said prices include the California State Sales Tax. The repeal or reduction of any tax included in said price per sack shall lower in like amount the said price per sack otherwise payable by the City hereunder.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

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

For delivery of minimum car.....	\$0.5945	per sack
" " 450 sacks or more to any job within San Diego City limits..	\$0.6458	" "
" " 100 " and less than 450 sacks to job within San Diego City limits..	\$0.6458	" "
" " 450 " at warehouse of vendor.....	\$0.615	" "
" " less than 450 sacks at warehouse of vendor.....	\$0.615	" "

Above prices are for Portland Cement in paper sacks, for cloth sacks add: \$0.15 per sack
Credit for cloth sacks returned, each.....\$0.20 " "

Said prices include the California State Sales Tax.

Payments will be made monthly for Portland Cement 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 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. 81318 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

J. S. SCHIRM COMPANY (SEAL)

T. I. STEPHENS, Secy-Mgr

Contractor

ATTEST: C. R. SPEIR

I hereby approve the form and legality of the foregoing contract this 26 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 J. S. Schirm Company for furnishing City's requirements of Portland cement; being Document No. 355286.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CRANE CO., a corporation, 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 hundred fifty-two and no/100 Dollars (\$152.00), lawful money of the United States of America, to be 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 July, 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 said City: One 24" Nordstrom #1169 plug worm gear Venturi type valve; 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.

CRANE CO.

R. E. MUSE Mgr.

Principal

GENERAL CASUALTY COMPANY OF AMERICA

By: FRANK FIEGER Attorney-in-Fact

Surety (SEAL)

ATTEST: _____

ATTEST: _____

STATE OF California COUNTY OF San Diego ss.

On this 24th day of July, 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.

SHIRLEY F. WILSON

Notary Public San Diego Co., Calif.

(SEAL)

My commission expires 8-21-48

I hereby approve the form of the within Bond, this 20th day of July, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 20th day of July, 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 20th 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, and hereinafter sometimes designated as the City, and CRANE CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver to said City one (1) 24" Nordstrom #1169 plug worm gear operated Venturi type 150 pound W.O.G. flanged semi-steel valve; in accordance with the specifications therefor contained in Document No. 354108, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver said valve, above described, f.o.b. San Diego, for the sum of Six hundred ten and 49/100 Dollars (\$610.49), which said sum includes the California State Sales Tax.

Said contractor agrees to complete the delivery of said valve on or before the 20th day of November, 1945.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

Said City, in consideration of the furnishing and delivery of said valve 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 valve by said City, will pay said contractor the sum of Six hundred ten and 49/100 Dollars (\$610.49), which said sum includes the California State Sales Tax.

Payment will be made for said valve in accordance with purchase order and delivery.
 "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 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. 81465 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
 CRANE CO.
 R. E. MUSE Mgr.
 Contractor

ATTEST: _____

I hereby approve the form and legality of the foregoing contract this 20th day of July, 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 Crane Company for furnishing 24" Nordstrum Venturi valve; being Document No. 355287.

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

By Francisco T. Totten 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, Elsa L. Brooks is the owner of Lot #7 and North 20 ft. of Lot #5, Block #9, of 1st Addition to South La Jolla.

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of June, by Elsa L. Brooks that she will, for and in consideration of the permission granted to remove 16 feet of curbing on Monte Vista between Fern Glen and Arenas, adjacent to the above described property, bind me to, and I hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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.

ELSA L. BROOKS
 7872 Girard St.
 La Jolla, Calif.

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

On this 21st day of June, A.D. Nineteen Hundred and Forty-five, before me Mildred W. Blanchard, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elsa L. Brooks known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL)

My Commission expires Mar. 21, 1949

I HEREBY approve the form of the foregoing agreement this 26th day of June, 1945

MILDRED W. BLANCHARD

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 JUL 10, 1945 7 min. past 12 P. M. in Book 1904 at page 281 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.

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Elsa L. Brooks; being Document No. 354681.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT

Regarding construction of Servant's Quarters and a Single Family Residence

Regarding use of one parcel of land as access to other two parcels.

STATE OF CALIFORNIA)

COUNTY OF SAN DIEGO)

CITY OF SAN DIEGO)

SS.

Willis M. Allen, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; North 175 ft. of the West 400 ft. of Pueblo Lot 1290; the South 257 ft. of the North 432 ft. of the West 400 ft. of Pueblo Lot 1290; and the North 175 ft. of the East 633 ft. in Pueblo Lot 1289, located at Torrey Pines Road east of Pottery Canyon;

That I desire to construct Servant's Quarters including a kitchen on one parcel; construct a single family residence on one parcel; and the North 175 ft. of the East 633 ft. of Pueblo Lot 1289 will be used as access to the other two parcels and have applied for a Zone Variance by Petition No. 2841, dated May 15, 1945;

That I, in consideration of approval granted by the City of San Diego to use said property as mentioned above by Zoning Committee Resolution No. 981, dated June 22, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that this land will be retained in a single ownership or that each of these properties will front upon a dedicated street.

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.

WILLIS M. ALLEN

100 Coast Blvd. La Jolla

On this 27 day of June A. D. Nineteen Hundred and Forty five (1945), before me, Elizabeth B. Peacock a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Willis M. Allen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires Sept. 10, 1945

RECORDED JUL 10, 1945 7 min. past 12 P.M. in Book 1904 at page 285 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ELIZABETH B. PEACOCK

Notary Public in and for the County

of San Diego, State of California

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

C. Johnson

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement from Willis M. Allen regarding construction of servant's quarters and a single family residence, being Document No. 354771.

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, J. J. Leach and Dorothy C. Leach is, the owner of Lot 45 - 46 - 47 - 48, Block #33, of Resub Blocks H. & I Teralta;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26 day of June 1945, by J. J. Leach and Dorothy C. Leach that they will, for and in consideration of the permission granted to remove 60 feet of curbing on El Cajon Blvd. between Cherokee & 37th St. and 55 Feet on St. between El Cajon Blvd. and adjacent to the above described property, bind them to, and they hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on J. J. Leach and Dorothy C. Leach 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.

DOROTHY C. LEACH
JESS J. LEACH
3935 Harney St., San Diego 10,
Calif.

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

On this 26th day of June, A.D. Nineteen Hundred and Forty-five, before me, Hazel Collins, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jess J. Leach 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) HAZEL COLLINS
Notary Public in and for the County of San Diego,
My Commision expires Sept. 25, 1945 State of California.

State of California) ss
County of San Diego)
Before me, Hazel Collins, Notary Public in and for said County of San Diego, personally appeared Dorothy C. Leach, 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.

(SEAL) HAZEL COLLINS
Notary Public, San Diego County, California
I HEREBY approve the form of the foregoing agreement this 2nd day of July, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK,
Deputy City Attorney

RECORDED JUL 10, 1945 7 min. past 12 P.M. in Book 1912 at page 149 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 J. J. Leach and Dorothy C. Leach, being Document No. 354791.

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 27 ft. hobby room, attached to an 18 ft. by 20 ft. existing garage.

Regarding use of addition as hobby room and not as living quarters.

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

Eleanor Brooks and Baylor Brooks, 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 Eight (8) Subdivision El Cerrito Heights, located at 4576 Alice Street;

That we desire to add a 15 ft. by 27 ft. hobby room, attached to an existing garage 18 ft. by 20 ft., on the above described property, with an 18 in. rear yard, no sideyard to the existing garage and 2% excess coverage and have applied for a Zone Variance by application No. 2903, dated June 19, 1945;

That we, in consideration of approval granted by the City of San Diego to construct said addition on the above described property by Zoning Committee Resolution No. 1017, dated July 6, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the addition will be used as a hobby room and will not, at any 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.

ELEANOR BROOKS

BAYLOR BROOKS

Owner's Name

Owner's Name

4576 Alice St.

4576 Alice St.

Address

Address

On this 9th day of July 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 Eleanor Brooks and Baylor Brooks known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

RECORDED JUL 16, 1945 50 min. past 10 A.M. in Book 1903 at page 317 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 Agreement from Eleanor Brooks and Baylor Brooks regarding construction of a 15 ft. by 27 ft. hobby room, attached to an 18 ft. by 20 ft. existing garage, being Document No. 354956.

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

By Francis T. Tatten Deputy

U.S.G. CO. BOND NO. 1476385

KNOW ALL MEN BY THESE PRESENTS, That THE AMERICAN NEWS COMPANY, THE LOS ANGELES NEWS COMPANY DIVISION, 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 2nd day of July, 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 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, 1945 and ending June 30, 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. W. EICKLESON, Secretary

THE AMERICAN NEWS COMPANY
THE LOS ANGELES NEWS COMPANY DIVISION
W. W. MORRISSEY, President
Principal (SEAL)
UNITED STATES GUARANTEE COMPANY
Surety

ATTEST:
WARD E. FLAXINGTON, Assistant Secretary

By L. S. NEELY Attorney-in-fact (SEAL)
J. F. DuPAUL, City Attorney
By B. L. COMPARET, Deputy City Attorney

I hereby approve the form of the within Bond, this 30th day of July, 1945.

I hereby approve the foregoing bond this 30th day of July 1945.

F. A. RHODES
City Manager

Countersigned by

Agent, Los Angeles, Cal.

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 2d 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, and hereinafter sometimes designated as the City, and THE AMERICAN NEWS COMPANY, THE LOS ANGELES NEWS COMPANY DIVISION, W. W. MORRISSEY, 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, 1945 and ending June 30, 1946; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 354237.

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

Discount off Publisher's
Standard List Price

Trade books	36%
Technical books	10%
Text books	10%
Books of a trade nature	15%
EXCEPT, for publications by Gosset and Dunlap, whose prices are protected by Fair Trade Act forcing contractor to limit their discount to 25% maximum where less than fifty copies of a title are supplied. When 50 or more copies of a single title are ordered, contractor will give the 36% off list price; and	
EXCEPT, for Merriam Webster Dictionaries which are subject to the discounts as shown in schedule of Fair Trade Prices accompanying contractor's bid, as follows:	
Webster's New International Dictionary	
No. 1	\$22.50
No. 2	27.50
No. 3	27.50
Webster's Collegiate Dictionary	
No. 7	\$ 5.00
No. 9	3.50
No. 9A	4.00
No. 10	5.50
Webster's Dictionary of Synonyms	
No. 40	\$ 3.50
No. 5	\$30.00
No. 6	27.50
No. 11	\$ 7.50
No. 11A	8.75
No. 11B	8.75
No. 41	\$ 4.00

Webster's New International Dictionary

1-11 copies	10% discount from above price
20-23 "	15% " " " "
24-49 "	20% " " " "
50 and up copies	25% " " " "

Webster's Collegiate Dictionary

1-24 copies	10% " " " "
25-49 "	15% " " " "
50-249 "	20% " " " "
250-and up copies	25% " " " "

Webster's Dictionary of Synonyms

1- 5 copies	10% " " " "
6-11 "	15% " " " "
12-24 "	20% " " " "
25 and up copies	25% " " " "

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

Discount off Publisher's
Standard List Price

Trade books	36%
Technical books	10%
Text books	10%
Books of 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% maximum where less than 50 copies of a title are supplied. When 50 or more copies of a single title are ordered, contractor will give the 36% off list price; and

EXCEPT, for Merriam Webster Dictionaries which are subject to the discounts as shown in schedule of Fair Trade Prices accompanying contractor 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).

Payment will be made for books purchased in accordance with purchase orders and deliveries.

In entering into this contract it is clearly understood by both parties heretofore 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.

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. 81322 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

THE AMERICAN NEWS COMPANY

THE LOS ANGELES NEWS COMPANY DIVISION

W. W. MORRISSEY, President

Contractor

(SEAL)

ATTEST:

W. W. EICKLESON

Secretary

I hereby approve the form and legality of the foregoing contract this 30th day of July, 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 American News Company, The Los Angeles News Company Division, for furnishing the Library's requirements of trade books, text books, etc., for one year, being Document No. 355387.

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

By Francis T. Totten 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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81429 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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 9th day of July, 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 \$12,600.00

Dated JULY 13 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo S. C. GOODWIN RUB COLL

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. 355310.

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

By Francis T. Totten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 6th day of June, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 81072 of the Council of said City, entered into an agreement with Thomas C. Pylant, which agreement is on file in the office of the City Clerk of said City under Document No. 354324, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Thomas C. 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. 354324, shall be and remain in full force and effect from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81431 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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 Agreement Extending Contract this 9th day of July, 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 \$12,600.00

Dated JULY 13 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo THOMAS C. PYLANT

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Extending Contract with Thomas C. Pylant for collection of rubbish; being Document No. 355311.

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 April, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80942 of the Council of said City, entered into an agreement with Bill Nobles, which agreement is on file in the office of the City Clerk of said City under Document No. 353627, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Bill Nobles; 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. 353627, shall be and remain in full force and effect from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

IT IS FURTHER AGREED that to the district or area of collection, for Saturday, is added the following: 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; PROVIDED, further, that the compensation to be paid said Bill Noble is increased from \$1050.00 to \$1250.00 per month.

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. 81419 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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

BILL NOBLES
Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 10th day of July, 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 \$12,600.00

Dated JULY 12 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo BILL NOBLE

RUB COLL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Extending Contract with Bill Noble for collection of rubbish; being Document No. 355312.

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. 80408 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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81434 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 9th day of July, 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 \$12,600.00

Dated JULY 13 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

To be paid out of GENERAL # 34-3
2600

Memo CARL C. STARLING
RUB COLL

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. 355313.

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

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 16th day of April, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80944 of the Council of said City, entered into an agreement with Robert Meals, which agreement is on file in the office of the City Clerk of said City under Document No. 353626, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Robert Meals; 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. 353626, shall be and remain in full force and effect from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81426 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 10th day of July, 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 \$12,600.00

San Diego,

Dated JULY 13 1945

J. McQUILKEN

To be paid out of GENERAL 34-3
2600 Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

Memo ROBERT MEALS
RUB COLL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Extending Contract with Robert Meals for collection of rubbish; being Document No. 355314.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten 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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81433 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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 9th day of July, 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 \$12,600.00

Dated JULY 13 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo ERNEST PYLANT
RUB COLL

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. 355315.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 6th day of June, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 81071 of the Council of said City, entered into an agreement with Charles Portlock, which agreement is on file in the office of the City Clerk of said City under Document No. 354323, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said Charles Portlock; 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. 354323, shall be and remain in full force and effect from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81430 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

CHARLES PORTLOCK

Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 9th day of July, 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 \$12,600.00

Dated JULY 13 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL 34-3
2600

THEO M. FIDELER

Memo CHARLES PORTLOCK
RUB COLL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Extending Contract with Charles Portlock for collection of rubbish; being Document No. 355316.

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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81425 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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 9th day of July, 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 \$28,800.00

Dated JULY 13 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL 34-3
2600

THEO. FIDELER

Memo FRANK SOSA
RUB COLL

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. 355317.

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. A. Hynum, Jr., 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 rub-

bish within a certain area in the City of San Diego by said F. A. Hynum, Jr.; 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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81421 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 10th day of July, 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 \$12,600.00

Dated JULY 12 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL 34-3
 2600

THEO. FIDELER

Memo F. A. HYNUM JR

Rub Coll

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Extending Contract with F. A. Hynum Jr. for collection of rubbish; being Document No. 355318.

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

By Francis T. Totten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 16th day of April, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 80943 of the Council of said City, entered into an agreement with F. A. Hynum, Jr., which agreement is on file in the office of the City Clerk of said City under Document No. 353628, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said F. A. Hynum, Jr.; 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. 353628, shall be and remain in full force and effect from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81427 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 9th day of July, 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 \$12,600.00

Dated JULY 12 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

THEO. FIDELER

To be paid out of GENERAL FUND 34-3
2600

Memo F. A. HYNUM JR.
Rub.Coll

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Extending Contract with F. A. Hynum, Jr. for collection of rubbish; being Document No. 355319.

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. 80404 of the Council of said City, entered into an agreement with F. A. Hynum, Jr., 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. A. Hynum, Jr.; 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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81423 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 10th day of July, 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, that 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 \$12,600.00
Dated JULY 12 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo F. A. HYNUM JR.
RUB COLL.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement Extending Contract with F. A. Hynum Jr. for collection of rubbish; being Document No. 355320

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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination. PROVIDED, further, that the route designated for Saturday collection in said Document No. 351726 is hereby omitted; and the compensation to be paid said M. H. Heisman is reduced from \$1250.00 to \$1050.00 per month.

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. 81420 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

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

M. HEISMAN

Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 10th day of July, 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 \$14,400.00

Dated JULY 12 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

THEO. FIDELER

To be paid out of GENERAL 34-3
2600.

Memo M. H. HEISMAN

RUB COLL

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. 355321.

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. 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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81432 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

T. E. HAYS

Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 9th day of July, 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 \$12,600.00

Dated JULY 13 1945

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo T. E. HAYES

RUB COLL

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 rubbish; being Document No. 355322.

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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination. PROVIDED, further, that the district or area of collection designated for "Saturday" in said Document No. 352326 is hereby omitted, and the compensation to be paid said Edwin J. Snore is reduced from \$1250.00 to \$1050.00 per month.

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. 81424 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this _____ day of July, 1945.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
EDWIN J. SNORE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 9th day of July, 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 \$14,400.00
Dated JULY 12 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo E. J. SNORE
RUB COLL

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. 355323.

FRED. W. SICK
City Clerk of the City of San Diego, California
By Francis T. Totten 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. 353629, 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. 353629, shall be and remain in full force and effect from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81422 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 10th day of July, 1945.

THE CITY OF SAN DIEGO,
By F. A. RHODES
City Manager
EDWIN J. SNORE
Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 9th day of July, 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 \$14,400.00
Dated JULY 12 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo E. J. SNORE

RUN COLL

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. 355324.

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 from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81495 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 17th day of July, 1945.

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 16th day of July, 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 \$12,600.00
Dated JULY 23 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
THEO. FIDELER

To be paid out of GENERAL 34-3
2600

Memo G. W. RIDDLE
RUB COLL.

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. 355427.

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

By Francis T. Tatten Deputy

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that 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, entered into a contract with H. H. Johnson, Contractor, on April 4, 1945, for the rehabilitation of the existing camp in Cuyamaca State Park, San Diego County, California;

The name of the Surety on the bonds of said Contract is as follows:

Faithful performance Bond (Pacific Employers Insurance Co., 1033 South Hope St.,
Labor and Material Bond (Los Angeles, California)

That the work performed by the said H. H. Johnson under said contract was completed to the satisfaction of the San Diego City-County Camp Commission on July 27, 1945, and that the Board of Supervisors by resolution duly and regularly passed and adopted on July 30, 1945, and the City Council by resolution duly and regularly passed and adopted on July 31, 1945, officially accepted the said work performed by the said H. H. Johnson.

Certified copies of the resolution of the Board of Supervisors and the resolution of the City Council accepting said work are attached hereto and made a part of this notice, the same as though fully set out herein.

Dated this 2d day of August, 1945.

DE GRAFF AUSTIN
Chairman of the San Diego City-County Camp Commission

Subscribed and sworn to before me this 2d day of August, 1945.

J. B. Mc LEES, County Clerk and
ex officio Clerk of the
Board of Supervisors
By M. ALWAY

Original Recorded 8/2/45
(SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion of contract by H. H. Johnson for Cuyamaca State Park Youth Camp Buildings Rehabilitation; being Document No. 355458.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, doing business under the name and style of CANYON ROCK COMPANY, as Principal and GLENS FALLS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Two thousand two hundred forty-five and no/100 Dollars (\$2245.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators, successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 31st day of July, 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 said City: 8,000 feet of 8" Class 150 cement-asbestos water pipe in 13 foot lengths; 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: _____

CANYON ROCK CO.
By V.R. DENNIS
Principal

ATTEST: PAUL G. MANCHESTER

GLENS FALLS INDEMNITY COMPANY
By F. E. BRISBINE Attorney
Surety (SEAL)

STATE OF CALIFORNIA)
County of Los Angeles) ss.

On this 31st day of July in the year One Thousand Nine Hundred and forty five before me, HARRY LEONARD a Notary Public in and for the said County of Los Angeles residing therein, duly commissioned and sworn, personally appeared F. E. Brisbine known to me to be the Attorney of the Glens Falls Indemnity Company, the Corporation that executed the within instrument and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) HARRY LEONARD
Notary Public in and for the County of Los Angeles
State of California

My Commission expires Nov. 15, 1948

I hereby approve the form of the within Bond, this 23rd day of July, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 3rd day of August 1945.

F. A. RHODES
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 31st 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, and hereinafter sometimes designated as the City, and V. R. DENNIS, doing business under the name and style of CANYON ROCK COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor 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 8,000 feet of 8" Class 150 cement-asbestos water pipe in 13 foot lengths, all in accordance with the specifications therefor contained in Document No. 354108, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver said water pipe above described, f.o.b. San Diego, at and for the following price, to-wit: 8,000 feet of 8" Class 150 cement-asbestos water pipe, in 13 foot lengths, at \$1.095 per lineal foot - \$8,760.00 which said price does not include the California Sales Tax.

Said contractor agrees to deliver said water pipe ninety (90) days after receipt of order bearing AA-1 Priority.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

Said City, in consideration of the furnishing and delivery of said water pipe 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 water pipe by said City, will pay said contractor the sum of Eight thousand nine hundred seventy-nine and no/100 Dollars (\$8,979.00), which said sum includes the California State Sales Tax.

Payments will be made for said water pipe 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 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. 81467 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

CANYON ROCK CO.
By V. R. DENNIS

Contractor

ATTEST: _____

I hereby approve the form and legality of the foregoing contract this 23rd day of July, 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 Canyon Rock Co. for cement asbestos water pipe; being Document No. 355465.
FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

BOND

No. 1946246

KNOW ALL MEN BY THESE PRESENTS, that we, UNION TRIBUNE PUBLISHING CO., of the City of San Diego, California, as Principal, and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK, a corporation organized and existing under and by virtue of the laws of the State of New York, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One Thousand Dollars (\$1,000.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 1st day of August, 1945.

The condition of the above and foregoing obligation is such, that whereas, the said Principal has entered into the annexed contract with said The City of San Diego, to do the advertising of said City for the years beginning on the first day of August, 1945, and ending with the 31st day of July, 1947, in its daily newspaper, which is called the San Diego Union, in accordance with and at the contract price set forth in the said annexed contract.

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

IN WITNESS WHEREOF, the said principal and surety have caused these presents to be executed, and their corporate names and seals to be hereunto affixed, by their proper officers, thereunto duly authorized, the day and year first hereinabove written.

UNION-TRIBUNE PUBLISHING CO.
By L. G. BRADLEY President

ATTEST: L. C. RIDOUT

Asst. Secty.

(SEAL)

Principal

THE FIDELITY AND CASUALTY COMPANY OF NEW YORK

ATTEST: B. C. FOTLAND

By DONALD B. GOLDSMITH Attorney

(SEAL)

Surety

STATE OF CALIFORNIA

) ss.

County of San Diego

On this 1st day of August in the year One Thousand Nine Hundred and Forty-five before me Myrtle M. Stanfield a Notary Public in and for the said County of San Diego, residing therein, duly commissioned and sworn, personally appeared Donald B. Goldsmith known to me

to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
My commission expires June 7, 1947 State of California

I hereby approve the form of the within Bond, this 3rd day of August, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

C O N T R A C T

THIS AGREEMENT, made and entered into this 31st day of July, 1945, by and between UNION TRIBUNE PUBLISHING CO., a corporation, of The City of San Diego, California, the party of the first part, and hereinafter in this contract designated as the Company, and THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the second part, and hereinafter in this contract designated as the City, WITNESSETH:

That the said Company will, and does hereby undertake to and with the said City, for and in consideration of the covenants and agreements hereinafter contained on the part of said City to be performed, to do all the legal advertising of said City, for the years beginning with the first day of August, 1945, and ending with the 31st day of July, 1947, in its daily newspaper, which is called THE SAN DIEGO UNION, for the following prices:

One (1) time,	\$1.20 per column inch;
Two (2) times,	\$1.15 per column inch per insertion;
Five (5) times,	\$1.00 per column inch per insertion;
Ten (10) times,	\$.95 per column inch per insertion;
More than ten (10) times	\$.85 per column inch per insertion.

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

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

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

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

Said Company shall furnish to the City, through the City Clerk's Office, free of charge, on each day of publication, fifteen (15) copies of The San Diego Union, to serve the departments interested, for clipping copies of official notices.

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

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

It is further understood and agreed that this contract gives to the said Company the right to do all of the advertising of said City, from the first day of August, 1945, to and including the 31st day of July, 1947.

It is further agreed that should any advertising be unfinished on the 31st day of July, 1947, the same shall be finished and completed by the said Company in its newspaper at and for the rates hereinbefore set forth.

IN WITNESS WHEREOF, the said Company has caused this instrument to be executed by its President, and the execution thereof to be attested by its Asst. Secty., thereunto duly authorized, and said The City of San Diego has caused this instrument to be executed by its City Manager, in pursuance of the authorization of Resolution No. 81543, the day and year first hereinabove written.

UNION-TRIBUNE PUBLISHING CO.

By L. G. BRADLEY

President

ATTEST: L. C. RIDOUT Asst. Secty. (SEAL)

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

I hereby approve the form and legality of the foregoing contract, this 3rd day of August, 1945.

J. F. DuPAUL 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 Union Tribune Publishing Co. for official advertising; being Document No. 355468.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING

University Avenue Lighting District No. 3

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE 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 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 25th day of July, 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 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: R. C. CAVELL
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 25th day of July, 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 3rd day of August, 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. 81455 passed and adopted on the 17th day of July, 1945, 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

CONTRACT FOR STREET LIGHTING

University Avenue Lighting District No. 3

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

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, 1945, to-wit, to and including August 6, 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. 3", filed May 3, 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 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 "University Avenue Lighting District No. 3 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Two Thousand Eight Hundred Thirty and 80/100 Dollars (\$2,830.80), shall be paid out of any other fund than said special fund designated as "University Avenue Lighting District No. 3 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of

1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Two Thousand 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: R. C. CAVELL
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
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 HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 3rd day of August, 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 University Avenue Lighting District No. 3; being Document No. 355469.

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 THREE HUNDRED TWENTY-SEVEN DOLLARS (\$327.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of July, 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 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: R. C. CAVELL
Secretary

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

ATTEST: _____

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

Surety

STATE OF CALIFORNIA,)

County of San Diego) ss

On this 25th day of July, 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

I hereby approve the form of the foregoing Undertaking this 3rd day of August, 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. 81454 passed and adopted on the 17th day of July, 1945, require and fix the sum of \$327.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING

University Avenue Lighting District No. 1

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

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, 1945, to-wit: to and including August 6, 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. 1", filed April 30, 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 Three Hundred Eight Dollars (\$1308.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "University Avenue Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of One Thousand Three Hundred Eight Dollars (\$1308.00) 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 One Thousand Three Hundred Eight Dollars (\$1308.00).

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: R. C. CAVELL (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. C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK City Clerk
By HELEN M. WILLIG, Deputy

(SEAL)

I hereby approve the form of the foregoing Contract, this 3 day of Aug. 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 University Avenue Lighting District No. 1; being Document No. 355470.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Patten Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 4th day of August, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and RYAN AERONAUTICAL COMPANY, a corporation doing business in the City of San Diego, WITNESSETH:

WHEREAS, Harbor Drive is now a part of the street system of The City of San Diego; and

WHEREAS, there are portions of the Harbor Drive right-of-way, lying on either side of the improved portion of said right-of-way, between Laurel Street Extension intersection and Consolidated Vultee Seaplane crossing that are unimproved; and

WHEREAS, a large number of Ryan Aeronautical Company's employees and other persons use this unimproved portion of said right-of-way for parking automobiles; and

WHEREAS, by grading and surfacing, this portion of said right-of-way will be made more useful to all members of the public who desire to park vehicles thereon; and

WHEREAS, Ryan Aeronautical Company desires to cause the said unimproved portion of said right-of-way to be immediately graded and surfaced, and has requested of The City of San Diego permission to grade and surface said portion of right-of-way, without expense or liability on the part of The City of San Diego, and the City of San Diego is willing to grant said permission upon certain terms and conditions.

NOW, THEREFORE, it is hereby agreed as follows:

The City of San Diego does hereby grant the said Ryan Aeronautical Company permission to grade and surface said unimproved areas or portions thereof, (which areas are shown in gray shading on Ryan Aeronautical Company's drawing No. 1098, attached hereto, and made a part hereof), same to be used for parking purposes for a minimum period of the present war and six (6) months thereafter, upon the following conditions:

1. That Ryan Aeronautical Company shall grade and surface said areas and install storm drains, catch basins and timber bumpers, as indicated on said drawing No. 1098, attached hereto, and to the satisfaction of the City Engineer of The City of San Diego;
2. That all of said improvements shall be made without expense or liability on the part of The City of San Diego;
3. That said area when so improved shall be open to the Ryan Aeronautical Company and the general public, for use in parking vehicles and other highway purposes;
4. That Ryan Aeronautical Company will, without expense to the City of San Diego, keep and maintain said grading, surfacing storm drains and timber bumpers, installed by it, in good and safe condition for the duration of the existing War in which the United States of America is now engaged, and six (6) months thereafter;
5. That the Ryan Aeronautical Company will hold the City of San Diego harmless from all liability arising out of acts of, and/or conditions created by, Ryan Aeronautical Company.

Ryan Aeronautical Company accepts the foregoing permission upon all the above terms, and conditions, and agrees to do and perform all of said terms and conditions.

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 81521 of the City Council, authorizing such execution, and the said 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, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

RYAN AERONAUTICAL COMPANY

By C. A. STILLWAGEN

Secretary

I hereby approve the form of the foregoing Agreement, this 5th day of August, 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 Ryan Aeronautical Company for surfacing portion of Harbor Drive to provide parking; being Document No. 355491 (except copy of Drawing 1098 filed with original copy of Agreement.)

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, Dan E. Thomas is the owner of Lot 257, of Crown Point;

NOW, THEREFORE, This AGREEMENT, signed and executed this 20 day of June 1945, by Dan E. Thomas that he will, for and in consideration of the permission granted to remove 22 feet of curbing on La Cima between Ingraham and Yosemite, 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.

DAN E. THOMAS

3405 Ingraham

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 22nd day of June, 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 Dan E. Thomas known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires Nov. 11, 1947

MARIE D. SPARKS

Notary Public in and for the County of San Diego,

State of California

I HEREBY approve the form of the foregoing agreement this 9th day of July 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 16 1945 50 min. past 10 A.M. in Book 1902 at page 309 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

L. SHANNON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Dan E. Thomas; being Document No. 354937.

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 Millinery Shop

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of San Diego

ss

Mary Frances Tyre, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property: Lot Six (6) Block Twenty six (26) Resubdivision of K & L of Teralta, located at 4275 - 41st Street;

That I desire to conduct a Millinery Shop in the residence on the above described property and have applied for a Zone Variance by Application No. 2907, dated June 21, 1945;

That I, in consideration of approval granted by the City of San Diego to conduct said Millinery Shop by Zoning Committee Resolution No. 1013, dated July 6, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that I will post no signs on the property and that six months after hostilities in the present war with Japan cease, I will then discontinue the Millinery Shop and will then comply with the Zoning Ordinance.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

MARY FRANCES TYRE

4275 - 41 Street

On this 13th day of July A.D. Nineteen Hundred and forty-five, before me, Ralph Shattuck a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mary Frances Tyre known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

RALPH SHATTUCK

(SEAL)

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

RECORDED JUL 19 1945 15 min. past 10 A.M. in Book 1908 at page 282 of Official Records San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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

O M EVANS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Mary Frances Tyre regarding use of residence as millinery shop; being Document No. 355086.

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 part time dressmaking and furrier shop

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of San Diego

ss.

Jack J. Donovan and Edith M. Long, after being first duly sworn, each for himself deposes and says;

That we are the owner and purchaser of the hereinafter described real property; West ninety (90) feet of the southerly twenty (20) feet of Lot One (1) and all of the westerly ninety (90) feet except the southerly twenty nine & eighty four one hundredths (29.84) feet of Lot two (2) Block One Hundred ninety six (196) City Heights, located at 3969 33rd Street;

That we desire to conduct a dressmaking and furrier shop, part time, on the above described property and have applied for a Zone Variance by Application No. 2867, dated June 4, 1945;

That we, in consideration of approval granted by the City of San Diego to use the property as mentioned above by Zoning Committee Resolution No. 1004, dated July 6, 1945; 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; we will have no employee's; and six months after hostilities in the present war with Japan cease, the above mentioned business will then be discontinued and the property used in conformance 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.

JACK J. DONOVAN

161 Hilltop Circle Chula Vista

EDITH M. LONG

1213 - 9th Ave.

On this 14 day of July A.D. Nineteen Hundred and Forty-five, before me, Cora S. von Doehren a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Jack J. Donovan and Edith M. Long 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 the City of San Diego County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) My Commission expires Feb 17, 1947
RECORDED JUL 19 1945 15 min. past 10 A.M. in Book 1908 at page 281 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

CORA S. von DOEHREN
Notary Public in and for the County of San Diego,
State of California
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 Agreement from Jack J. Donovan and Edith M. Long regarding use of residence as shop; being Document No. 355097.

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 residence
including a photographic laboratory
Regarding use of structure as a single family dwelling only.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.
City of San Diego }
Mabel V. J. Dorland and Frank N. Dorland, Jr., after being first duly sworn, each for himself deposes and says;
That we are the owners of the hereinafter described real property; Lots Thirteen (13) to fifteen (15) inclusive, Block 439, Subdivision of the East one-half and South one quarter of the west one-half of Subdivision Pueblo Lot 1122, located at Lark Street north of Walnut Street;
That we desire to construct a single family dwelling, including a photographic laboratory, on the above described property;
That we, in consideration of approval granted by the City of San Diego to construct said single family dwelling including the photographic laboratory by the Planning Commission office; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the structure will be used as a single family residence only; the photographic laboratory will not be used for commercial purposes; or the premises used in violation of the zoning ordinances of the City.
That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.
FRANK NORTON DORLAND JR. MABEL V. J. DORLAND
1430 Vine St Same

On this 16th day of July A.D. Nineteen Hundred and 45, before me, Doris V. Harnel a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank Norton Dorland Jr. & Mabel V. J. Dorland 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) My Comm. exp. 12-4-48
RECORDED JUL 19 1945 15 min. past 10 A.M. in Book 1904 at page 335, of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

DORIS V. HARNEEL
Notary Public in and for the County of San Diego,
State of California
ROGER N. HOWE, County Recorder
By Deputy D. COLE
C. JOHNSON
Copyist County Recorder's Office, S.D. County, Calif.

I certify that I have correctly transcribed this document in above mentioned book.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Frank N. and Mabel V. J. Dorland regarding photographic laboratory on Lark Street; being Document No. 355140.

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. H. Lucas and Cecile W. Lucas are the owners of Lot "A", Block 114, of Hortons Addition;
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of June 1945, by J. H. Lucas and Cecile W. Lucas that we will, for and in consideration of the permission granted to remove 50 feet of curbing on 25 ft on Fourth between I & J St, & 25 ft. on Island between 4th. & 5th., 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.

CECILE W. LUCAS J. H. LUCAS
453 - 4th Avenue

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

On this 14th 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 J. H. Lucas and Cecile W. Lucas 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) 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 18th day of July, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 26 1945 50 min. past 11 A.M. in Book 1922 at page 39 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
JEANNETTE L. SELTZER
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from J. H. and Cecile W. Lucas; being Document No. 355166.
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, B. J. Mitchell & Clay R. Young is the others of Lot 6, Block 14, of Middle-town;

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of July 1945, by B. J. Mitchell & Clay R. Young that they will, for and in consideration of the permission granted to remove 14 feet of curbing on 'A' Street between State St & Columbia St and adjacent to the above described property, bind them to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on B. J. Mitchell and Clay R. Young heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

B. J. MITCHELL
CLAY R. YOUNG
1325 State St. San Diego, Calif.

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

On this 20 day of July, A.D. Nineteen Hundred and Forty Five, before me, Lucille Cass, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared B. J. Mitchell & Clay R. Young known to me to be the persons described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

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

My Commission expires Sept 16, 1947
I HEREBY approve the form of the foregoing agreement this 23rd day of July, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 26 1945 50 min. past 11 A.M. in Book 1906 at page 4599 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 B. J. Mitchell and Clay R. Young; being Document No. 355203.
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 residence to rent four (4) rooms for a maximum of
eight (8) guests.

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

Ivan T. Green and Virginia B. Green, after being first duly sworn, each for himself
deposes and says;

That we are the owners of the hereinafter described real property; Lot Four (4) Block
Six (6) Subdivision La Canyada Villa Tract, located at 3735 - 8th Avenue;
That we desire to rent four (4) rooms for a maximum of eight (8) guests on the above

described property and have applied for a Zone Variance by Application No. 2814, dated May 2, 1945;

That we, in consideration of approval granted by the City of San Diego to use said property as mentioned above by Zoning Committee Resolution No. 1007, dated July 6, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will obtain final approval from the Building and the Health Departments and that six months after hostilities in the present war with Japan cease, we will then comply with the Zoning Ordinance.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

VIRGINIA B. GREEN
4319 Coronado Ave

IVAN T. GREEN
4319 Coronado

On this 21st day of July 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 Virginia B. Green and Ivan T. Green 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) MARGARET R. ANDERSON
Notary Public in and for the County of San Diego,
State of California
My Commission expires December 18, 1948
RECORDED JUL 26 1945 50 min. past 11 A.M. in Book 1904 at page 392 of Official Records,
San Diego Co., Cal. Recorded at request of City Clerk.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Virginia B. and Ivan T. Green for rental rooms on 8th Avenue; being Document No. 355238.

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

By Francis T. Tatten Deputy

A G R E E M E N T

Regarding maintaining a bathroom and storage room with legal sideyards

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } ss.
City of Los Angeles }

Paul Solin and Lydia Solin, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property; Sly one-half of Lot Fifteen (15) all of Lot Sixteen (16) and the Nly 3.5 ft. of the Ely 28.5 ft. of Lot Seventeen (17) Block Fifty six (56) Subdivision University Heights, located at 4533 Idaho Street;

That we desire to maintain a bathroom and storage room with legal sideyards on a lot 41 ft. wide where the house is located and 37-1/2 ft. wide for the balance of the lot; and we have applied for a yard variance by Application No. 2954, dated July 11th, 1945;

That we, in consideration of approval granted by the City of San Diego to maintain said bathroom and storage room by Zoning Committee Resolution No. 1019, dated July 19, 1945, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the Nly 3.5 ft. of the Ely 28.5 ft. of Lot Seventeen (17), Block 56, University Heights will be retained in the same ownership as the Sly one-half of Lot Fifteen (15) and Lot Sixteen (16) to serve as a sideyard for the existing dwelling.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

PAUL SOLIN
1256 W 29 St Los Ang. 7 Calif.

LYDIA SOLIN
1256 W. 29 St. Los Angeles 7, Calif.

On this 21 day of July A.D. Nineteen Hundred and forty five before me L. M. Nagle a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Paul Solin & Lydia Solin 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 Los Angeles, State of California, the day and year in this certificate first above written.

(SEAL) L. M. NAGLE
Notary Public in and for the County of Los Angeles,
State of California
My Commission expires June 4, 1948
RECORDED JUL 26 1945 50 min. past 11 A.M. in Book 1904 at page 395 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.

Copyist 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 Paul and Lydia Solin regarding maintaining bathroom and storage room; being Document No. 355241.

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 338, Block _____, of Crown Point;

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of July 1945, by The Dennstedt Co., a corporation that they will, for and in consideration of the permission granted to remove 20 ft. feet of curbing on La Cima Dr. between Jewel and Yosemite Dr. adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto; and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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. (SEAL)
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 19th day of July 1945 before me, the undersigned, a Notary Public in and for 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)

RALPH SHATTUCK
Notary Public in and for said County and State

I HEREBY approve the form of the foregoing agreement this 25th day of July, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 26 1945 50 min. past 11 A.M. in Book 1911 at page 311 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

O. PRYOR

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The Dennstedt Co.; being Document No. 355275.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatters Deputy

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN CAST IRON PIPE COMPANY, a corporation, as Principal and SAINT PAUL MERCURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Delaware as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Nine thousand four hundred Dollars (\$9,400.00), lawful money of the United States of America, to be 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, 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 July, 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 said City:

4,180 feet of 16" cast iron pipe;
6,860 feet of 12" cast iron pipe;
800 feet of 8" cast iron pipe; Together with
various cement lined cast iron fittings,

in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: P. A. WEBB

AMERICAN CAST IRON PIPE COMPANY

By CLAUDE R. BROWN

Principal

SAINT PAUL MERCURY INDEMNITY COMPANY

By M. E. DITTMAN Its Attorney in Fact
Surety (SEAL)

ATTEST: _____

STATE OF CALIFORNIA

County of Los Angeles

ss.

On this 31st day of July 1945, before me, a Notary Public, within and for the said County and State, personally appeared M. E. Dittman, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of and for the Saint Paul Mercury Indemnity Company, Saint Paul, Minnesota, a corporation created, organized and existing under and by virtue of the laws of the State of Delaware, and acknowledged to me that he subscribed the name of the Saint Paul Mercury Indemnity Company thereto as Surety, and his own name as Attorney-in-Fact.

(SEAL)

E. M. PAHACH

Notary Public

My Commission expires February 19, 1947.

I hereby approve the form of the within Bond, this 24th day of July, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 4th day of August, 1945.

F. A. RHODES

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 31st 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, and hereinafter sometimes designated as the City, and AMERICAN CAST IRON PIPE COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

Item			
#1	4,180 ft. 16" B&S Mono-Cast "Enameline" Centrifugal pipe Class 150 in 16' lengths, weighing approximately 113.1 pounds per foot, for 150 pounds working pressure.		
#2	6,860 ft. 12" B&S Mono-Cast "Enameline" Centrifugal pipe Class 150 in 16' lengths, weighing approximately 69.7 pounds per foot, for 150 pounds working pressure.		
#3	800 ft. 8" B&S Mono-Cast "Enameline" Centrifugal pipe Class 150 in 16' lengths, weighing approximately 41.0 pounds per foot, for 150 pounds working pressure.		
#4	6 - 6" B&F Pipe 12" L. L.	Cl. "D"	
#5	2 - 12" " " 10" L. L.	" "	
#6	2 - 16" F&S " 36" Lg.	" "	
#7	8 - 6" Flg. 90° Bends, 11-1/2" C to F	" "	
#8	1 - 8" Bell & Bell 5-5/8° Bends	" "	
#9	2 - 8" Bell & Spigot 22-1/2° Bends	" "	
#10	4 - 8" Flg. 45° Bends 5-1/2" C to F	" "	
#11	2 - 12" Bell & Bell 22-1/2° Bends	" "	
#12	6 - 6" All Bell Crosses	" "	
#13	2 - 10" x 8" All Bell Crosses	" "	
#14	3 - 12" x 6" " " " "	" "	
#15	1 - 12" x 3" " " " "	" "	
#16	3 - 16" x 6" " " " "	" "	
#17	1 - 16" x 12" " " " "	" "	
#18	2 - 8" x 6" S&S Reducers	" "	
#19	2 - 12" x 8" B&S " S.E.B.	" "	
#20	2 - 12" x 10" " " S.E.B.	" "	
#21	2 - 8" x 4" All Bell Tees	" "	
#22	1 - 8" x 6" BB&F Blow-off Branch 7" CtoF	" "	
#23	3 - 16" x 6" BB&F Blow-off Branch 12" CtoF	" "	
#24	3 - 12" x 6" All bell Tees	" "	
#25	2 - 12" x 8" All Bell Tees	Cl. "D"	
#26	3 - 16" " " " "	" "	
#27	1 - 24" x 16" All Bell Tees	" "	
#28	3 - 8" Flg. & Flg. Pipe 48" Lg.	" "	
#29	4 - 6" " " " 12" Lg.	" "	
#30	3 - 16" Plugs	" "	
#31	12 - 6" " " " "	" "	
#32	1 - 30" x 24" All Bell Wyes	" "	

All in accordance with the specifications therefor contained in Document No. 354103, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver said pipe and fittings, f.o.b. cars, Birmingham, Alabama, at and for the following prices, to-wit:

Item		Estimated Wt. per each	Price per each
#1	4,180 ft. 16" B&S Mono-Cast "Enameline" Centrifugal pipe Class 150 in 16' lengths, weighing approximately 113.1 pounds per foot, for 150 pounds working pressure, per foot		\$ 2.65
#2	6,860 ft. 12" B&S Mono-Cast "Enameline" Centrifugal pipe Class 150 in 16' lengths, weighing approximately 69.7 pounds per foot, for 150 pounds working pressure, per foot		1.72
#3	800 ft. 8" B&S Mono-Cast "Enameline" Centrifugal pipe Class 150 in 16' lengths, weighing approximately 41.0 pounds per foot, for 150 pounds working pressure, per foot		1.01
#4	6 - 6" B&F Pipe 12" L.L.	Cl. "D" 86#	\$ 7.22
#5	2 - 12" " " 10" L.L.	" " 199	16.72
#6	2 - 16" F&S " 36" Lg.	" " 512	43.01
#7	8 - 6" Flg. 90° Bends, 11-1/2" C to F	" " 85	7.14
#8	1 - 8" Bell & Bell 5-5/8° Bends	" " 204	13.06
#9	2 - 8" Bell & Spigot 22-1/2° Bends	" " 150	9.60
#10	4 - 9" Flg. 45° Bends 5-1/2" C to F	" " 94	7.90
#11	2 - 12" Bell & Bell 22-1/2° Bends	" " 307	19.65
#12	6 - 6" All Bell Crosses	" " 257	16.45
#13	2 - 10" x 8" All Bell Crosses	" " 443	23.35
#14	3 - 12" x 6" " " " "	" " 512	32.77
#15	1 - 12" x 3" " " " "	" " 545	34.88
#16	3 - 16" x 6" " " " "	" " 879	56.25
#17	1 - 16" x 12" " " " "	" " 1043	66.75
#18	2 - 8" x 6" S&S Reducers	" " 121	7.74
#19	2 - 12" x 8" B&S " S.E.B.	" " 231	14.78
#20	2 - 12" x 10" " " " "	" " 261	16.70
#21	2 - 8" x 4" All Bell Tees	" " 255	16.32
#22	1 - 8" x 6" BB&F Blow-off Branch 7" CtoF	" " 235	22.09
#23	3 - 16" x 6" BB&F Blow-off Branch 12" CtoF	" " 610	57.34
#24	3 - 12" x 6" All Bell Tees	" " 458	29.31
#25	2 - 12" x 8" " " " "	" " 474	30.34
#26	3 - 16" " " " "	" " 969	62.01
#27	1 - 24" x 16" All Bell Tees	" " 1325	116.80
#28	3 - 8" Flg. & Flg. Pipe 48" Lg.	" " 249	15.06
#29	4 - 6" Flg. & Flg. Pipe 12" Lg.	" " 64	5.38
#30	3 - 16" Plugs	" " 96	5.76
#31	12 - 6" " " " "	" " 14	.84
#32	1 - 30" x 24" All Bell Wyes	" " 5056	424.70

Plus California State Sales Tax
Plus Freight at \$22.00 per net ton, from Birmingham, Alabama, to
San Diego, California.

Said contractor agrees to begin delivery of said pipe and fittings on or about October 1, 1945, and to complete said delivery on or before November 1, 1945, subject to delays beyond the control of the contractor.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants, or facilities, by military authorities.

Said City, in consideration of the furnishing and delivery of said pipe and fittings 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 pipe and fittings by said City, will pay said contractor the sum of Thirty-seven thousand five hundred ninety-eight and 95/100 dollars (\$37,598.95), which said sum includes all freight charges from Birmingham, Alabama, to San Diego, California, and the California State Sales Tax.

Payments will be made for said pipe and fittings in accordance with purchase orders and deliveries.

"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 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. 81464 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

AMERICAN CAST IRON PIPE COMPANY

By CLAUDE R. BROWN

Contractor

ATTEST: M. E. DITTMAN

I hereby approve the form and legality of the foregoing contract this 25th day of July, 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 American Cast Iron Pipe Company for cast iron pipe and fittings; being Document No. 355497.

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, a corporation, as Principal and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a Corporation organized and existing under the laws of the State of Connecticut and authorized to transact surety business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Six Hundred Sixteen and no/100 Dollars (\$616.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 July, 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 said City:

- 3 - 10" Rich No. 200 hub end gate valves;
- 1 - 10" Rich No. 202 flanged gate valve;
- 2 - 12" Rich No. 202 flanged gate valves;
- 6 - 12" Rich No. 200 hub end gate valves;
- 4 - 16" Rich No. 200-A hub end gate valves, with indicator, extended grease case, beveled gears and standard by-pass;

in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

MISSION PIPE & SUPPLY CO.

PAUL O. VANCE, Pres.

Principal

ATTEST: _____

HARTFORD ACCIDENT AND INDEMNITY COMPANY

By M. SHANNON, Attorney-in-Fact

Surety (SEAL)

ATTEST: V. JORGENSEN

STATE OF CALIFORNIA,)

) ss.

County of San Diego)

On this 31st day of July, 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.

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 23rd day of July, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 4th day of August 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 31st 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, 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 to said City:

- 3 - 10" Rich No. 200 hub end gate valves;
- 1 - 10" Rich No. 202 flanged gate valve;
- 2 - 12" Rich No. 202 flanged gate valves;
- 6 - 12" Rich No. 200 hub end gate valves;
- 4 - 16" Rich No. 200-A hub end gate valves, with indicator, extended grease case, beveled gears and standard by-pass;

all in accordance with the specifications therefor contained in Document No. 354108, on file in the office of the City Clerk of said City.

Said contractor hereby agrees to furnish and deliver said gate valves above described, f.o.b. San Diego, at and for the following prices, to-wit:

3 - 10" Rich No. 200 hub end gate valves,	at \$73.92 ea.	\$221.76
1 - 10" Rich No. 202 flanged gate valve,	at 80.19	80.19
2 - 12" Rich No. 202 flanged gate valves,	at 106.51 ea.	213.02
6 - 12" Rich No. 200 hub end gate valves,	at 97.11 ea.	582.66
4 - 16" Rich No. 200-A hub end gate valves, with indicator, extended grease case, beveled gears and standard by-pass	at 340.60 ea.	1362.40
		\$ 2460.03

Said prices include the California State Sales Tax.

Said contractor agrees to complete the delivery of said gate valves on or before the 25th day of September, 1945.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

Said City, in consideration of the furnishing and delivery of said gate valves 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 gate valves by said City, will pay said contractor the sum of two thousand four hundred sixty and 03/100 dollars (\$2,460.03), which said sum includes the California State Sales Tax.

Payments will be made for said gate valves 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 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. 81466 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

ATTEST: ARTHUR F. H. WRIGHT (SEAL)
Secy.

MISSION PIPE & SUPPLY COMPANY
PAUL O. VANCE, Pres.
Contractor

I hereby approve the form and legality of the foregoing contract this 23rd day of July, 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 Mission Pipe and Supply Co. for gate valves; being Document No. 355498.
FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Taten Deputy

LE A S E

THIS AGREEMENT OF LEASE, made and entered into this 25th day of July, 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 the SAN DIEGO MUNICIPAL EMPLOYEES' ASSOCIATION, hereinafter designated as the Lessee, WITNESSETH:

That the Lessor, for and in consideration of the best interests and physical welfare of the employees of said City and 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:

Beginning at a point on the northerly boundary line of Rancho El Cajon 50 feet easterly at right angles to the center line of county road survey known as Julian Road 3A; thence northerly parallel to the center line of said Julian Road Survey 3A and distant 50 feet at right angles therefrom 1200 feet; more or less to a point; thence easterly parallel to the southerly side of the building known as the old Foster Hotel, 150 feet more or less; thence southerly at right angles a distance of 70 feet; thence easterly at right angles a distance of 420 feet; thence southerly at right angles a distance of 960 feet, more or less, to an intersection with the southerly line of Township 15 South, Range 1 East, S.B.M.; thence westerly along said southerly township line, a distance of 600 feet more or less, to the southwesterly corner of Section 31, Township 15 South, Range 1 East, S.B.M.; thence westerly along the northerly boundary line of Rancho El Cajon, a distance of 60 feet, more or less; to the point of beginning, containing 9 acres, more or less, including buildings, facilities and fences.

For a term of five (5) years, beginning on the 1st day of August, 1945, and ending on the 31st day of July, 1950, at the following rentals; One Dollar (\$1.00) 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 recreational 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/or for the construction and installation of a major pipeline across 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, except as hereinafter provided.

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 this lease may be terminated by either party, upon ninety (90) days notice to the other party, without liability upon either party.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. It is agreed by said parties that the City, or such parties as the City may designate, shall have joint use of the bathhouse facilities on the premises leased by the Association.

Eleventh. It is agreed by said parties that the lessee shall move the high board fence now located about 100 feet south of the north side of said premises to the north side of said 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 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. 81511 of the Council of said City, authorizing such execution, and 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 F. A. RHODES

City Manager
SAN DIEGO MUNICIPAL EMPLOYEES' ASSOCIATION, Lessee
By FRANK S. OSBORNE,
President

I HEREBY APPROVE the form and legality of the foregoing Lease this 4th day of August, 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 San Diego Municipal Employees' Association for Foster Camp; being Document No. 355512.

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

By Francis T. Tatten Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 20th day of July, 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 W. M. ALLEN, 1001 Prospect Street, La Jolla, 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:

That portion of Pueblo Lot 1280, of the Pueblo Lands of San Diego, according to the Map thereof by James Pascoe, filed in the office of the County Recorder of San Diego County, California, particularly described as follows:

Commencing at the intersection of the southerly line of said Pueblo Lot 1280 with the easterly line of La Jolla Canyon Drive, formerly Torrey Pines Road; thence northerly along the easterly line of said La Jolla Canyon Drive, a distance of 500 feet to a point; thence easterly on a line parallel with the southerly line of said Pueblo Lot 1280 to an intersection with the easterly line of said Pueblo Lot 1280; thence southerly along the easterly line of said Pueblo Lot to the south-easterly corner thereof; thence westerly along said southerly line to the point of commencement; EXCEPTING from the above described tract the following described parcel of land:

Commencing at the intersection of the southerly line of said Pueblo Lot 1280 with the easterly line of said La Jolla Canyon Drive; thence northerly along the easterly line of said La Jolla Canyon Drive, a distance of 100 feet to a point; thence easterly on a line parallel with the southerly line of said Pueblo Lot 1280, a distance of 300 feet to a point; thence southerly on a direct line a distance of 100 feet, more or less, to a point on the southerly line of said Pueblo Lot 1280 distant 300 feet easterly from the point of commencement; thence westerly along said southerly line to the point of commencement; being 6 acres, more or less;

For a term of five (5) years, beginning on the 20th day of July, 1945, and ending on the 19th day of July, 1950, at the following rentals: Twenty-five Dollars (\$25.00) 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 Ordinance No. 3023 (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

W.M. ALLEN
WILLIS M. ALLEN
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 4th day of August, 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 Willis M. Allen for portion Pueblo Lot 1280 for grazing purposes; being Document No. 355513.

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 3rd day of July 1945, 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; and

WHEREAS, the 1945-46 budget provides Twelve Hundred Dollars (\$1,200.00) for such 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, 1945, and ending June 30, 1946, 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, and the Party of the Second Part has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

CARL WILSON

Party of the Second Part

I hereby approve the form of the foregoing agreement this 4th day of August, 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 Dr. Carl Wilson as consulting technologist on water purification; being Document No. 355514.

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 this 3rd day of July, 1945, 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, 1944, to June 30, 1945, 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 July, 1945, and to fully complete the same on or before the 31st day of December, 1945.

(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. 81401 authorizing such execution, and second parties have hereunto subscribed their names the day and year first hereinabove written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

L. S. EVERTS

CARL M. ESENOFF

Parties of the Second Part

I HEREBY APPROVE the form and legality of the foregoing contract this 4th day of Aug. 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 \$2,200.00

Dated July 3rd 1945

J. McQUILKEN

THEO M. FIDELER

Deputy Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL APPROPRIATIONS 40

Memo ANNUAL AUDIT Everts and Esenoff

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Everts & Esenoff for preparation of annual audit; being Document No. 355515.

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 30th day of July, 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.
Lots 194 to 200	6/29/29	62445	8/1/34	11482
Lots 201 to 210	6/29/29	62446	8/1/34	11483
Lots 211 to 219	6/29/29	62447	8/1/34	11484

SUNSHINE GARDENS,

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 July 30, 1945 (As of date of Execution of Agreement)	2nd Payment July 30, 1946 (Anniversary Date of Agreement)	3rd Payment July 30, 1947 (2nd Anniver- sary date of Agreement)	Final Payment (Upon exercise of option)
Lots 194 to 219 Sunshine Gardens	\$.50 each	\$.50 each	\$.50 each	\$2.50 each

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 30th day of July, 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. 81282, adopted on the 19th day of June, 1945, the day and year first hereinabove written.

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 7-24-45

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 August 2nd, 1945

HARRY B. RILEY, C
Controller of the State of California (SEAL)
By CLARENCE H. SMITH
Deputy

APPROVED as to form
Date 7/25/45

THOMAS WHELAN, District Attorney in and for
the County of San Diego, State of California
By CARROLL H. SMITH
Deputy

Date 7/6/45
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 of San Diego in Sunshine Gardens; being Document No. 355564.

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

HA (CAL-4679) mph-110

THIS AGREEMENT, entered into this First day of July, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, herein after 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, has constructed a fire station building on the site of the above project; 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 50% of the extra cost to the City of providing such service; NOW, THEREFORE,

In consideration of the premises and of the matters and things hereinafter recited, it is mutually agreed between the parties 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 50% of the cost of salaries of personnel actually assigned to the station, together with 50% of 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 50% of 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) 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, 1946, unless it shall be so continued by written agreement executed by both parties.

(4) 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.

(5) 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.

(6) 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.

(7) 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 San Diego City and County Administration Building at 1600 Pacific Highway, San Diego, California, and shall be deemed sufficiently given if delivered to the City Manager or sent to him by registered mail addressed as 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 City Manager, acting under and pursuant to Resolution No. 81248 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 SAMUEL M. ROBERTS
Acting 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 15th day of June, 1945.

J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy 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	
6% for pensions	1,679.76	
\$2.33 per \$100. for Comp. Ins.	652.31	
		\$30,328.07
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.....		\$31,136.07

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with United States Public Housing Authority for operation of fire station in Frontier Housing Project; being Document No. 355565.

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

AGREEMENT FOR AMENDMENT AND MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 1st day of August, 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 STANDARD OIL COMPANY OF CALIFORNIA, a corporation, party of the second part, hereinafter called the "Company," WITNESSETH:

WHEREAS, the City of San Diego, as lessor, and said Standard Oil Company of California, as lessee, heretofore on the 1st day of November, 1939, 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. 317804, and recorded in Book 11, page 174, et seq., Records of said City Clerk; and

WHEREAS, said City and said Company are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the matters and things herein after recited and the mutual consent of the parties, said above described lease is hereby modified and amended in the following particulars, and none other:

(1) That the description of the leased premises set forth on pages 1, 2 and 3 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 193.61 feet northeasterly from Government Station No. 186; thence south 33° 09' west a distance of 361.40 feet to a point; thence at right angles south 56° 51' east a distance of 180 feet to the true point or place of beginning; thence north 33° 09' east a distance of 20 feet to a point; thence at right angles south 56° 51' east a distance of 155.20 feet to a point; thence south 19° 10' east a distance of 252.46 feet to a point; thence south 33° 09' west a distance of 311.21 feet, more or less, to an intersection with the U. S. Pierhead Line as said U. S. Pierhead Line is now established for the Bay of San Diego; thence north 56° 51' west along the said U. S. Pierhead Line a distance of 500.00 feet to a point; thence at right angles north 33° 09' east a distance of 380.53 feet to a point; thence at right angles south 56° 51' east a distance of 145 feet to a point; thence at right angles north 33° 09' east a distance of 65 feet to the true point or place of beginning.

PARCEL NO. 2:

Beginning at Station 187 on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego; thence south 56° 51' east along said U.S. Bulkhead

Line a distance of 27.30 feet to the true point or place of beginning; thence north 33° 56' 20" east a distance of 58.48 feet to a point; thence north 9° 09' 20" east a distance of 150.57 feet to a point; thence north 70° 50' east a distance of 17.02 feet to a point; thence north 9° 09' 20" east a distance of 160.57 feet, more or less, to a point on the southerly right of way line of the Atchison, Topeka & Santa Fe Railroad Company; thence southeasterly along the said railway right of way line a distance of 20 feet to a point; thence south 0° 01' 20" west a distance of 328.34 feet to a point; thence south 38° 56' 20" west a distance of 653.75 feet to a point; thence south 1° 1' 37" east a distance of 29.43 feet to a point; thence south 58° 22' 40" east a distance of 124.06 feet to a point; thence south 31° 37' 20" west a distance of 33.0 feet to a point; thence north 58° 22' 40" west a distance of 301.0 feet to a point; thence north 31° 37' 20" east a distance of 330 feet to a point; thence south 58° 22' 40" east a distance of 65.37 feet to a point; thence north 38° 56' 20" east a distance of 160.42 feet to a point; thence south 51° 03' 40" east a distance of 56.75 feet to a point; thence north 38° 56' 20" east a distance of 462.24 feet to the true point or place of beginning, containing 51,588 square feet of area.

PARCEL NO. 3 and 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 193.61 feet northeasterly from Government Station No. 186; thence north 33° 09' east a distance of 238.18 feet to a point; thence north 63° 52' 37" east a distance of 346.04 feet, more or less, to an intersection with the southerly right-of-way line of the Atchison, Topeka and Santa Fe Railway; thence northeasterly following along the said right-of-way line an arc distance of 33.64 feet to a point; thence leaving said right-of-way line south 63° 52' 37" west a distance of 367.59 feet to a point; thence south 33° 09' west a distance of 574.10 feet to a point; thence at right angles south 56° 51' east a distance of 160 feet to a point; thence at right angles south 33° 09' west a distance of 20 feet to a point; thence at right angles north 56° 51' west a distance of 180 feet to a point; thence at right angles north 33° 09' east a distance of 361.40 feet more or less to the point or place of beginning, containing 22,270 square feet of tideland 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 parcels of land above described as Parcels 1, 3 and 4, being the parcels of land described in said lease as hereby amended.

(3) That paragraph No. 2 on page 5 of said lease is hereby amended to read as follows:

That the demised premises hereinabove described as Parcels Nos. 2, 3 and 4, shall be used only and exclusively for the purpose of installing and maintaining thereon pipelines for the transportation of gasoline, oil, water and other substances; PROVIDED, HOWEVER, that if and when the area hereinabove described is needed by said City for other purposes, said lessee will promptly remove any and all pipelines installed therein to an area mutually agreed upon by the lessee and lessor; and that upon such removal the lessee shall relinquish to said City all of its right, title and interest in and to said parcels formerly occupied. That all pipelines now existing over, along and across said Parcel No. 2 shall be permitted to remain in their present location until such time as said area is needed by said City for other purposes, and said pipelines are required to be moved.

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 1st day of February, 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
A. BORTHWICK

Members of the Harbor Commission of The City of San Diego

STANDARD OIL COMPANY OF CALIFORNIA
By C. E. BULTMAN
Contract Agent

ATTEST: A. K. STEVENSON
Asst. Secretary (SEAL)

I hereby approve the form of the foregoing Agreement for Amendment and Modification of Tideland Lease this 13th day of August, 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 Tideland Lease by Standard Oil Company of Calif. being Document No. 355621.

FRED W. SICK
City Clerk of the City of San Diego, California
By *Francisco T. Tatters* Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 9th day of August, 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 VAN CAMP SEA FOOD COMPANY, INC., 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 first day of May, 1911, and as subsequently amended, which said lands are more particularly described as follows, to-wit:

PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 355.40 feet northwesterly from Government Station No. 185; thence northwesterly along the said U. S. Bulkhead Line a distance of 385 feet, more or less, to an intersection with the southwesterly prolongation of the northwesterly line of Crosby Street, according to Mannasse and Schiller's Subdivision of Pueblo Lot 1157, Map No. 209, filed in the office of the County Recorder of San Diego County, California; thence north 39° 18' 15" east along the said southwesterly prolongation of the northwesterly line of Crosby Street a distance of 517.51 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 numbered 35473; thence southeasterly following along the said mean high tide line the following courses and distances: first south 50° 32' 50" east a distance of 8.20 feet; thence south 52° 39' 50" east a distance of 100.016 feet; thence south 52° 36' 50" east a distance of 100.015 feet; thence south 45° 47' 50" east a distance of 100.521 feet; thence south 48° 18' 50" east a distance of 76.798 feet; thence leaving said mean high tide line south 39° 18' 15" west a distance of 511.57 feet, more or less, to the point or place of beginning; containing 199,730 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 355.40 feet northwesterly from Government Station No. 185; thence south 39° 10' west at right angles to the said U. S. Bulkhead Line to an intersection with the U. S. Pierhead Line, as said U. S. Pierhead Line is now established for the Bay of San Diego; thence north 50° 50' west along the said U. S. Pierhead Line a distance of 385 feet to a point; thence at right angles north 39° 10' east 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 269,500 square feet of water-covered area.

The said lands hereinabove described being shown on the map or plat, designated as Drawing No. 103-B-1, dated June 15, 1945, 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 August, 1945, and terminating on the 31st day of July, 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.

For the premises hereinbefore described as Parcel No. 2:

The sum of one hundred dollars (\$100.00) per month.

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

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

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 erected and 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 to any greater degree than may be necessary for such purposes.

(4) The City 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 KLICKA
A. BORTHWICK
Members of the Harbor Commission of The City
of San Diego

VAN CAMP SEA FOOD COMPANY, INC. Lessee
By G. C. VAN CAMP Pres.

ATTEST: HARRY C. WARD Secy.

I hereby approve the form of the foregoing Lease this 9th day of Aug., 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 Van Camp Sea Food Company, Inc.; being Document No. 355605.
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, Glenn Glasford is the owner of Lot 38, Block 1, of Fairmount Annex No. 1;
NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of July, 1945, by Glenn Glasford that I will, for and in consideration of the permission granted to remove 75 feet of curbing on 44th between Orange and El Cajon, adjacent to the above described property, bind me to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

GLENN GLASFORD
2904 Date St. S.D.

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

On this 19th day of July, A.D. Nineteen Hundred and 45, before me, Frances R. Myers a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glen Glasford known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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 S.D., County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission expires Feb. 17, 1948
I HEREBY approve the form of the foregoing agreement this 27th day of July, 1945.
FRANCES R. MYERS
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 AUG 2 1945 16 min. past 9 A.M. in Book 1914 at page 287 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
R. N. HOWE
M. L. PAIGE

I certify that I have correctly transcribed this document in above mentioned book.
Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Glenn Glasford; being Document No. 355295.
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, Glenn Glasford is the owner of Lot 38, Block 1, of Fairmount Annex No. 1;

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of July, 1945, by Glenn Glasford that I will, for and in consideration of the permission granted to remove 77 feet of curbing on El Cajon between Fairmount and 44th St., adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

GLENN GLASFORD
2904 Date St., S.D.

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

On this 19th day of July, A.D. Nineteen Hundred and 45, before me, Frances R. Myers a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glen Glasford known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) FRANCES R. MYERS
Notary Public in and for the County of San Diego,
My Commission expires Feb. 17, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 27th day of July, 1945.

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

RECORDED AUG 2 1945 16 min. past 9 A.M. in Book 1914 at page 285 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
R. N. HOWE

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

M. 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 Glenn Glasford; being Document No. 355296.

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 existing store building

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

Gordon T. Shaw, Thomas H. Shaw and Anthony Calabrese, after being first duly sworn, each for himself deposes and says;

That we are the owners and lessee of the hereinafter described real property; Lot Four (4) Block Two hundred eighty eight (288) Subdivision Middletown, located at 1533-35 Pacific Highway;

That we desire to construct an addition to an existing store building on the above described property with a 2 ft. setback and have applied for a Setback Suspension by Application No. 2961, dated July 13, 1945;

That we, in consideration of approval granted by the City of San Diego to construct said addition with a 2 ft. setback by Zoning Committee Resolution No. 1031, dated July 21, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that when the street is widened the building will be moved back to the established setback line without expense to the City;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

GORDON T. SHAW

GORDON T. SHAW as Guardian of
THOMAS H. SHAW

ANTHONY CALABRESE
2443 Brandt

4377 Idaho St.

On this 27th day of July 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 Gordon T. Shaw and Anthony Calabrese 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 AUG 2 1945 16 min. past 9 A.M. in Book 1914 at page 286 of Official Records,
San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder
R. N. HOWE

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

M. L. PAIGE

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Gordon T. Shaw regarding addition to store building; being Document No. 355306.

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 30th day of July, 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.
Lot 15, Lemon Villa (except street)	9/1/33	72344	7/1/38	4118

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 July 30, 1945 (as of date of execution of Agreement)	2nd Payment July 30, 1946 (Anniversary date of Agreement)	3rd Payment July 30, 1947 2nd Anniver- sary date of Agreement)	Final Payment (upon exercise of option)
Lot 15, Lemon Villa (except street),	\$90.00	\$90.00	\$90.00	\$350.00

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 30th day of July, 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. 30903, adopted on the 17th 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 7-24-45

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 August 4th, 1945

HARRY B. RILEY

(SEAL)

Controller of the State of California

By CLARENCE H. SMITH

Deputy

APPROVED as to form

Date 7/25/45

THOMAS WHELAN, District Attorney in and for
the County of San Diego, State of California
By CARROLL H. SMITH

Deputy

Date 7/6/45 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 of San Diego, Lot 15 Lemon Villa; being
Document No. 355569.

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 30th day of July, 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.
Lots D & E Highland Crest	6/30/28	63261-2	9/1/33	4897-8
S 1/2 of NW 1/4 of Lot 54, Rancho Ex Mission, Horton's Purchase	9/1/33	58078	7/1/38	3499
NW 1/4 of NW 1/4 of Lot 54, Rancho Ex Mission, Horton's Purchase	6/29/29	67771	8/1/34	11597
Fractional Lot 25 (all of lot) Block 126 Choate's Addition	6/29/32	42982	7/1/37	3613
Lot 59, Sunshine Gardens	6/29/29	62436	8/1/34	11473
Lots 19, 20, Block 8, Reed's Ocean Front Addition	6/29/37	4557	7/1/42	281
S 1/2 of Lot 3, Block 3, Homedale Tract 1358	6/30/30	54062	8/1/35	1551
Lots 4 & 5, Block 3, Homedale Tract 1358	6/29/32	58216	7/1/37	4902

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 July 30, 1945 (as of date of execution of agreement)	2nd Payment July 30, 1946 (Anniversary date of agreement)	3rd Payment July 30, 1947 (2nd Anniver- sary date of agreement)	Final Payment (Upon exercise of option)
Lots D & E, Highland Crest	\$4.00 each	\$4.00 each	\$4.00 each	\$75.00 each
S 1/2 of NW 1/4 of Lot 54, Rancho ExMission Horton's Purchase.	\$10.00	\$10.00	\$10.00	\$80.00
NW 1/4 of NW 1/4 of Lot 54, Rancho ExMission, Horton's Purchase	\$ 6.00	\$ 6.00	\$ 6.00	\$40.00

Fractional Lot 25 (all of lot), Block 126,				
Choate's Addition	\$1.50	\$1.50	\$1.50	\$20.00
Lot 59, Sunshine Gardens	\$1.25	\$1.25	\$1.25	\$ 5.00
Lots 19, 20, Block 8, Reed's Ocean Front				
Addition	\$6.00 each	\$6.00 each	\$6.00 each	\$20.00 each
S 1/2 of Lot 3, Block 3, Homedale Tract 1358	\$7.00	\$7.00	\$7.00	\$50.00
Lots 4 & 5, Block 3, Homedale Tract 1358	\$15.00 each	\$15.00 each	\$15.00 each	\$100.00 each

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 30th day of July, 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. 81324, adopted on the 26th day of June, 1945, the day and year first hereinabove written.

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 7-24-45
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 August 3rd, 1945
HARRY B. RILEY
Controller of the State of California (SEAL)
By CLARANCE H. SMITH
Deputy

APPROVED as to form Date 7/25/45 THOMAS WHELAN, District Attorney in and for the
County of San Diego, State of California
By CARROLL H. SMITH
Deputy

Date 7/6/45 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 Highland Crest from County of San Diego; being Document No. 355570.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten 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 August, 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 ABBOTT STREET, NEWPORT AVENUE, SANTA MONICA AVENUE, BACON STREET and VOLTAIRE STREET, within the limits and as particularly described in Resolution of Intention No. 80975, adopted by the Council May 1, 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)

STATE OF CALIFORNIA,

County of San Diego

ss

On this 6th day of August, 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 Franklin T. Hale 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 10 day of August, 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. 81539 passed and adopted on the 31st day of July, 1945, 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 CLARK M. FOOTE Jr.

Deputy

CONTRACT FOR STREET LIGHTING

Ocean Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 14th day of August, 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:

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, 1945, to-wit, to and including August 13, 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 Ocean Beach Lighting District No. 1", filed May 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 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: 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
CHARLES C. DAIL
WALTER W. AUSTIN
Members of the Council

(SEAL)

ATTEST: FRED W. SICK City Clerk
By CLARK M. FOOTE JR.,
Deputy

I hereby approve the form of the foregoing Contract, this 10 day of August, 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 Ocean Beach Lighting District No. 1; being Document No. 355582.

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 THIRTY-ONE DOLLARS (\$331.00), 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 August, 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 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, 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: _____

(SEAL)

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 August, 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 Franklin T. Hale The Century Indemnity Company thereto as principal and his own name as Attorney-in-Fact.

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

(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 10 day of August, 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. 81538 passed and adopted on the 31st day of July, 1945, require and fix the sum of \$331.00 as the penal sum of the foregoing Undertaking.

(SEAL)

FRED W. SICK
City Clerk of The City of San Diego.
By CLARK M. FOOTE JR.

Deputy

CONTRACT FOR STREET LIGHTING
Mission Beach Lighting District No. 2

THIS AGREEMENT, made and entered into this 14th day of August, 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 street lamps on mast arms attached to poles located in 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, 1945, to-wit, to and including August 16, 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. 2", filed May 15, 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 Fifty-seven and 92/100 Dollars (\$1057.92) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Mission Beach Lighting District No. 2 Fund."

And said second party hereby agrees that when said work shall have been accepted by said City Engineer, it will pay to said first party the sum of Two Hundred Sixty-four and 48/100 Dollars (\$264.48) 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 Fifty-seven and 92/100 Dollars (\$1057.92) shall be paid out of any other fund than said special fund designated as "Mission Beach Lighting District No. 2 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Fifty-seven and 92/100 Dollars (\$1057.92).

And it is agreed and expressly understood by the parties to this agreement that in no case, except where it is otherwise provided in said "Lighting District Ordinance of 1938" will The City of San Diego, or any officer thereof, be liable for any portion of the expenses of said work, other than said sum of Two Hundred Sixty-four and 48/100 Dollars, 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
By CLARK M. FOOTE, JR.,

Deputy

(SEAL)

I hereby approve the form of the foregoing Contract, this 10 day of August, 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 Mission Beach Lighting District No. 2; being Document No. 355583.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

A G R E E M E N T

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

WHEREAS, George Little is the owner of Lot J, Block 53, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of July 1945, by George Little that I will, for and in consideration of the permission granted to remove 24 ft feet of curbing on 14th St. between "E" and "F" and adjacent to the above described property, bind myself to, and I hereby by these presents agreed 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 agreed 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.

GEORGE LITTLE

4871 Kensington Drive, S.D.

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

On this 19th day of July 1945, A.D. Nineteen Hundred and 45, before me, Katherine C. Tom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared before me George Little known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that I executed the same.

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

(SEAL) KATHERINE C. TOM
Notary Public in and for the County of San Diego,
State of California
My Commission expires July 19, 1947

I HEREBY approve the form of the foregoing agreement this 20th day of July, 1945.

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

RECORDED JUL 26 1945 50 min. past 11 A.M. in Book 1902 at page 475 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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

L. SHANNON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from George Little; being Document No. 355195.

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, Charles Bolton is the owner of Portion Lots 1 and 2, Block C of East Kensington Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of July, by Charles Bolton that he will, for and in consideration of the permission granted to remove sixteen feet of curbing on 42nd between Madison and Castle Court, adjacent to the above described property, binding to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at 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.

CHARLES BOLTON
2125 Burroughs, Linda Vista
San Diego, Calif.

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

On this 16th day of July, 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 Charles Bolton known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 25th day of July, 1945.

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

RECORDED JUL 26 1945 50 min. past 11 A.M. in Book 1902 at page 477 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

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

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

L. SHANNON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Charles Bolton; being Document No. 355274.

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 9th day of August, 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, herein-after sometimes called the "City," and HERCULES DAKIS, 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, entitled, "An Act conveying certain tidelands and lands

lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

Beginning at a point on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego, distant 169.62 feet northeasterly from Government Station No. 186; thence north $33^{\circ} 09'$ east a distance of 273.61 feet to the true point or place of beginning; thence continuing north $33^{\circ} 09'$ east a distance of 100 feet to a point; thence south $72^{\circ} 56' 15''$ east a distance of 60.41 feet to the point of beginning of a curve concave to the southwest having a radius of 10 feet; thence southeasterly along the arc of said curve an arc distance of 24.29 feet to a point of reverse curve concave to the southeast having a radius of 427.265 feet, the center of which bears south $23^{\circ} 47'$ east; thence southwesterly along the arc of said reverse curve an arc distance of 112.98 feet to a point; thence leaving said reverse curve north $56^{\circ} 51'$ west a distance of 20.71 feet, more or less, to the true point or place of beginning; containing 4850 square feet of tideland area.

The lands hereinabove described being shown on Harbor Department Drawing No. 148-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 fifteen (15) years, beginning on the 15th day of August, 1945, and ending on the 14th day of August, 1960, unless sooner terminated as herein provided, at the following rentals:

For the first five-year portion of said term, five cents (5¢) per square foot per year;

For the second five-year portion of said term, six cents (6¢) per square foot per year;

For the third and last five-year portion of said term, 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 lessee 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 lessee hereby covenants and agrees that he 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 he will render a statement to the City showing the total gross receipts derived by him 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 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.

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 shall be used for the purpose of conducting and maintaining thereon a restaurant business and/or any other commercial use not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting or carrying on the above-described business or businesses.

(2) That all buildings to be erected or improvements to be placed upon said leased premises shall comply with all city ordinances and regulations having application thereto, and all plans therefor shall, prior to the erection of such buildings or improvements, be submitted to and approved by the Harbor Commission and Planning Commission of said City.

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

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

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

(6) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above 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 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 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.

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego 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
A. BORTHWICK
Members of the Harbor Commission

HERCULES DAKIS

Lessee

I hereby approve the form of the foregoing Lease, this 16 day of Aug., 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 Hercules Dakis; being Document No. 355695.

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 31st day of July, 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, 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 northwesterly line of Laurel 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 south 69° 46' 50" west along the southwesterly prolongation of the northwesterly line of Laurel Street to a point distant 200 feet southwesterly from the southwesterly line of California Street; thence north 20° 12' 10" west on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street, a distance of 100 feet to the true point or place of beginning; thence continuing north 20° 12' 10" west on a line parallel to and distant 200 feet southwesterly from the southwesterly line of California Street a distance of 50 feet to a point; thence northeasterly on a line parallel to and distant 150 feet northwesterly from the northwesterly line of Laurel Street and its southwesterly prolongation a distance of 52.32 feet to a point on the said mean high tide line of the Bay of San Diego; thence south 10° 43' 10" east along the said mean high tide line a distance of 50.70 feet to a point; thence southwesterly on a line parallel to and distant 100 feet northwesterly from the northwesterly line of Laurel Street and its southwesterly prolongation a distance of 43.97 feet to the true point or place of beginning, containing 2407 square feet.

The lands hereinabove described being shown on Harbor Department Drawing No. 43-B, attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of ten (10) years, beginning on the 6th day of May, 1945, and ending on the 5th day of May, 1955, unless sooner terminated as herein provided, at the following rental:

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.

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.

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 shall be used for the purpose of conducting and maintaining thereon a restaurant business and/or any other commercial use not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting or carrying on the above-described business or businesses.

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

(3) That all buildings to be erected or improvements to be placed upon said leased premises shall comply with all City ordinances and regulations having application thereto, and all plans therefor shall, prior to the erection of such buildings or improvements, be submitted to and approved by the Harbor Commission and Planning Commission of said City.

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

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

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

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

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

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

THE CITY OF SAN DIEGO. Lessor

By R. H. VAN DEMAN

EMIL KLIKA

A. BORTHWICK

Members of the Harbor Commission

R. E. HAZARD CONTRACTING COMPANY

By R. E. HAZARD Pres.

Lessee (SEAL)

ATTEST: S. S. LITTLER

I hereby approve the form of the foregoing Lease, this 16 day of Aug., 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. 355714.

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 14th day of August, 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 DALEY CORPORATION, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish to The City of San Diego, as required by the City, at any time during the year ending the 30th day of June, 1946, the use and service of such pneumatic-tired dump trucks, each of five cubic yard capacity, as the City may need to supplement its own equipment; said trucks shall be furnished for the use of the City in good repair and condition in all respects, complete with all necessary equipment and all necessary gasoline and oil, and with each truck the contractor shall furnish a competent and skillful driver for the same, whose wages shall be paid by the contractor.

The City will give the Contractor three (3) days' notice, stating the number of trucks needed by the City, and the time and place where the Contractor shall deliver them, and the approximate length of time for which the City will use them. Upon such notice the Contractor will furnish any number of trucks, not exceeding fifteen, which such notice may specify; except that, if the Contractor is unable at that time to furnish the entire number of trucks specified in the notice, he shall furnish as many thereof as he is able to furnish out of his own equipment; and as soon as he has knowledge that he is not able to furnish the entire number of trucks specified in such notice, the Contractor shall forthwith notify the City Manager of the City how many of such trucks the Contractor will furnish.

In the event that the Contractor shall at any time, for any reason, fail to furnish as many trucks as the City may require upon such occasion, the City shall be entitled to obtain, from any other source, any or all of the trucks it may require, without obligation or liability to the Contractor.

Nothing in this agreement shall be deemed or construed to require the City to use the Contractor's trucks when the City's own equipment shall be adequate for its needs.

For each truck actually furnished for the use of the City, under the terms and conditions of this agreement, the City will pay to the Contractor a rental, at the rate of Three Dollars (\$3.00) per hour, for each hour that each such truck is furnished for the use of the City.

For overtime use of any such truck, which is hereby defined as use on any holiday specified in Section 10 of the Political Code (other than special or limited holidays), or use in excess of eight (8) hours in any one day other than a holiday, the City will pay to the Contractor a rental at the rate of Three Dollars and Fifty-five Cents (\$3.55). Said rental shall be payment in full for the use of said truck, including all operating expenses thereof, fuel and oil consumed, wear and tear, damage, depreciation and breakage suffered by said trucks from any cause, and for the services of the operator of such truck. Payment will be made monthly, on statements made in triplicate by the Contractor.

The 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, and to hold said City harmless from any liability to any person for injuries to person and/or damage to property arising out of the use or operation of said trucks or any of them under this contract, and to defend at its own cost any and all 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety laws; 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 in the operation of said trucks, or any of them, as 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 (8) 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 trucks to be operated under this contract, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that 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>Wages Per Hour</u>
Truck Driver, less than 6 tons	\$ 0.95
Truck Driver, 6 to 15 tons	1.00

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 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. 81449 of the Council authorizing such execution, and the contractor has caused this contract to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
DALEY CORPORATION Contractor (SEAL)
By G. R. DALEY

ATTEST: HOPE WILLIAMS

I hereby approve the form and legality of the foregoing contract this 7th day of August, 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 Daley Corporation for use of dump trucks; being Document No. 355713.
FRED W. SICK
City Clerk of the City of San Diego, California
By _____ Deputy

In the Matter of Granting the City of San Diego }
Permission to Lay and Install an 8" Sewer Main, }
Together with Manholes, along 70th Street from }
the Southerly Line of Amherst Street to an }
Intersection of the Southerly Line of La Mesa }
Colony, according to Map 346..... }

ON MOTION of Supervisor Robbins, seconded by Supervisor Austin, the following resolution is adopted:
WHEREAS, the city of San Diego by and through its City Manager, F. A. Rhodes, has made application to the Board of Supervisors for the issuance of a permit to encroach upon the right of way of 70th Street from the southerly line of Amherst Street to an intersection of the southerly line of La Mesa Colony, according to Map 346, for the purpose of installing an 8" sewer main, together with manholes; and
WHEREAS, the County Surveyor and ex officio Road Commissioner has filed with the Board of Supervisors his recommendation that the petition of the city of San Diego be granted, subject to all of those certain provisions as set forth on said petition by the County Road Commissioner,
IT IS THEREFORE RESOLVED AND ORDERED that the city of San Diego be, and is hereby granted permission to enter upon, excavate and otherwise encroach upon the right of way of 70th Street from the southerly line of Amherst Street to an intersection with the southerly line of La Mesa Colony, according to Map 346, for the purpose of excavating and installing an 8" sewer main, together with manholes, at the location as shown on the plats attached to said petition, which petition and drawings and plats are on file at the office of the Clerk of the Board of Supervisors, and said petition is granted subject to all of the conditions set out in said petition by the County Road Commissioner in his approval of said petition, and hereby referred to and made a part of this resolution as if set out in full.

PASSED AND ADOPTED by the Board of Supervisors of the County of San Diego, State of California, this 9th day of July, 1945, by the following vote, to wit:

AYES: Supervisors Austin, Bird, Robbins, Rossi and Howell

NOES: Supervisors None

ABSENT: Supervisors None

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

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

Witness my hand and the Seal of said Board of Supervisors, this 9th day of July, A.D. 1945.

J. B. McLEES

(SEAL)

County Clerk and ex-officio Clerk of the Board of Supervisors

By KATHRYN K. FRYE

Deputy

SAN DIEGO COUNTY, SAN DIEGO, CALIFORNIA
ENCROACHMENT APPLICATION AND
PERMIT

TO THE COUNTY ROAD COMMISSIONER
SAN DIEGO COUNTY, CALIFORNIA
Gentlemen:

The undersigned hereby applies for permission to enter upon, excavate and or otherwise encroach upon the right of way of the following described County Road:

Seventieth Street from the Southerly line of Amherst Street to an intersection with the Southerly line of La Mesa Colony, according to Map #346.

to perform the following work.

To excavate and install an 8-inch sewer main together with manholes at the location as shown on the attached plats.

and as shown on sketch attached: and we agree to comply with the following provisions.

F. A. RHODES City Manager

253 Civic Center, San Diego, Calif.

Remarks and Recommendations by County Road Commissioner

We would recommend that permission be granted under the following provisions:

This permit shall be kept at the site of the work and must be shown to any authorized representative of San Diego County.

Adequate provisions shall be maintained to protect the traveling public. Barricades, red lights and warning signs shall be maintained, together with flagmen where necessary.

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 improved portion of the highway and all excess material including excess excavation shall be removed from the right of way and the roadway left in a neat and orderly condition:

All roadside drainage ditches shall be restored to a true grade and the intake and outlet ends of all culverts shall be left free from 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 that will not destroy or loosen the surface, but will leave a clean non-skid surface.

All trench excavations shall be kept at least 5 feet from the edge of the improved roadway or pavement and all pipes or conduits shall have a minimum covering of two (2) feet to the top of the pipe.

Trenching for installation across any intersecting 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. In backfilling, flooding the trench will not be allowed within the upper twenty-four (24) inches. All loose backfill shall be dampened and tamped with a pneumatic tamper to reduce all settlement to a minimum.

Shoring will be required where necessary.

It is expressly understood in the granting of this permit that in case of reconstruction or maintenance of the road by the County, and it becomes necessary to lower or remove the installation that, upon request of the County Road Commissioner, the same shall be lowered, moved, or removed at the expense of the Permittee.

If any hard surfacing or oiled surfacing has been removed, damaged, or destroyed by the installation provided herein, the same shall be replaced at the expense of the Permittee and as hereinafter specified.

If the Grantor shall so elect, repairs to the paving which has been disturbed shall be made by the employees of the Grantor, and the expense therefor shall be borne by the Permittee, who shall purchase and deliver on the road all material necessary for said work as specified by the Road Commissioner. All payments for labor, equipment, etc. employed by the Grantor for or on account of the work required shall be made by said permittee forthwith on receipt of written orders, payrolls, or vouchers approved by the Grantor.

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, 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 Permittee shall indemnify and save the County of San Diego harmless from any damage, cost or expense or claim for damage, cost or expense arising either directly, indirectly, or consequentially from the installation above requested.

This permit is only granted as to any portion 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.

In backfilling the trench, no rocks larger than would pass through an inch and a half screen shall be in the upper twelve inches of the backfill. All excess cobble rocks which have not been replaced in the trench as a part of the fill shall be removed from the right of way. This portion of Seventieth Street has not been graded to an official grade and it is expressly understood in the granting of this permit that in case of reconstruction of the roadway to an established grade and it is found that it is necessary to raise or lower any portion of the installation, including manholes, that upon request of the County Road Commission the same shall be raised or lowered to conform to the grade established and the expense of such raising or lowering shall be borne by the Permittee.

That Permit be granted.

County Road Commissioner ERNEST R. CHILDS
B. P. MOORE, Assistant County Surveyor

Permission to do the above work granted by resolution of the Board of Supervisors July 9 1945.

J. B. McLEES, County Clerk and ex-officio Clerk of the Board of Supervisors
By M. NASLAND Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Permit from County of San Diego to install pipeline along 70th Street from Amherst to south line of La Mesa Colony; being Document No. 355723.

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

By Francis T. Tatten 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 SIX THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (\$6,225.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 August, 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 a storm drain in FAIRMOUNT AVENUE, between Polk Avenue and El Cajon Boulevard, in ORANGE AVENUE, between Fairmount Avenue and Copeland Avenue, and in POLK AVENUE, between Fairmount Avenue and 43rd Street, in The City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 354674, 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. G. CARROLL

Principal

MARYLAND CASUALTY COMPANY

By F. R. CORBETT Its Attorney-in-Fact.
Surety

(SEAL)

ATTEST: _____

STATE OF CALIFORNIA

} ss

County of San Diego

On this 13th day of August, 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 there-to 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 13th day of August, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 13th day of August, 1945.

F. A. RHODES

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 Twelve thousand four hundred fifty Dollars (\$12,450.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 August, 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 a storm drain in FAIRMOUNT AVENUE, between Polk Avenue and El Cajon Boulevard, in ORANGE AVENUE, between Fairmount Avenue and Copeland Avenue, and in POLK AVENUE, between Fairmount Avenue and 43rd Street, in The City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 354674.

WHEREAS, the aforesaid penal sum of Twelve thousand four hundred fifty dollars (\$12,450.00), 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 done 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, Division 5, Title I 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.

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 (SEAL)
Surety
By F. R. CORBETT Its Attorney-in-Fact

ATTEST: _____

STATE OF CALIFORNIA }
County of San Diego } ss

On this 13th day of August, 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 13th day of August, 1945.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing Bond this 13th day of August, 1945.
F. A. RHODES,
City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 13th day of August, 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 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 construction of a storm drain in FAIRMOUNT AVENUE, between Polk Avenue and El Cajon Boulevard; in ORANGE AVENUE, between Fairmount Avenue and Copeland Avenue, and in POLK AVENUE, between Fairmount Avenue and 43rd Street, in The City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 354674.

Said Contractor hereby agrees to do and perform all of said work, at and for the sum of Twenty-four thousand eight hundred ninety-nine dollars (\$24,899.00).

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 ninety (90) days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Twenty-four thousand eight hundred ninety-nine dollars (\$24,899.00), as follows:

On or before the fifteenth day of each calendar month there shall be paid to the contractor a sum equal to ninety per cent (90%) of the value of the work performed up to the last day of the previous calendar month less the aggregate of previous payments. The monthly payments shall be made only on the basis of monthly estimates which shall be prepared by the contractor on a form prescribed by the City, approved by the Engineer, and filed before the fifth day of the month during which the payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release the contractor from performing each and every provision of this contract and the City shall have the right subsequently to correct any error made in any estimate for payment. The Contractor shall not be entitled to have any work done or materials furnished estimated for purposes of payment or be entitled to have any payment made on account of any work done or materials furnished, so long as any lawful or proper direction concerning the work, or any portion thereof, given by the City or the Engineer shall remain uncomplished with. The final payment of ten per cent (10%) of the value of the work done under this contract, if unencumbered, shall be made thirty-five (35) days after the acceptance of the work by the City, and upon the filing by the contractor of a release of all claims of every nature on account of the work done under this contract, together with an affidavit that all claims have been fully paid. The acceptance by the contractor of said final payment shall constitute a waiver of all claims against the City arising under this contract.

Said contractor further agrees that he will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees that he will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the 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 ^{Engineer of said City} or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said City 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 the 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 price 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 said contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

<u>Trade or Occupation</u>	<u>Wage Per 8 Hour Day</u>
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.00
Blacksmith	11.00
Carpenter	10.80
Cement Finisher	12.00
Fireman and Oiler	9.00
Laborers, Unskilled	7.00
Laborers, special;	
Cribbers, or Shorers	9.30
Powderman	9.80
Asphalt, raker and ironer	9.00
Sewer pipe layer (excluding caulker)	10.00
Tarmen and mortarman	8.00
Mechanic-Heavy Duty Repairman	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
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
Operating Engineers:	
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
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.

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.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the City 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.

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, 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. 81586 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
B. G. CARROLL
Contractor

ATTEST:

I hereby approve the form and legality of the foregoing contract this 13th day of August, 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 B. G. Carroll for construction of storm drains in Fairmount Avenue; being Document No. 355721.

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 building on Pacific Highway

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

Robert A. Wright, after being first duly sworn, for himself deposes and says;

That I am the owner of the hereinafter described real property; Lots One (1) to Four (4) inclusive Block Two hundred thirty four (234) Subdivision Middletown, located at Pacific Highway between Wright and Bandini Streets;

That I desire to construct a building on Pacific Highway on the above described property with a twelve and one-half (12 1/2) foot setback from Pacific Highway and have applied for a Setback Suspension by application No. 2786, dated April 23, 1945;

That I, in consideration of approval granted by the City of San Diego to construct said building with the above specified setback by Zoning Committee Resolution No. 942, dated May 10, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that when the street is widened the building will be moved back to the established setback line without expense to the City;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which

title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

R. A. WRIGHT

1337 India St., San Diego, California

On this 4th day of June A.D. Nineteen Hundred and 45 before me, Mabelle A. Setter a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Robert A. Wright known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MABELLE A. SETTER

(SEAL)

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

My Commission expires Jan. 27, 1947

RECORDED JUN 18 1945 40 min. past 9 A.M. in Book 1890 at page 331 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

O. HARBAUGH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Robert A. Wright regarding construction of a building under setback suspension; being Document No. 354309.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT EXTENDING CONTRACT

WHEREAS, on the 6th day of June, 1945, The City of San Diego, acting by its City Manager, pursuant to Resolution No. 81073 of the Council of said City, entered into an agreement with George Styliano, which agreement is on file in the office of the City Clerk of said City under Document No. 354369, and which agreement provided for the collection of rubbish within a certain area in the City of San Diego by said George Styliano; 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. 354369, shall be and remain in full force and effect from the 1st day of July, 1945, to and including the 30th day of June, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

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. 81428 of the Council authorizing such execution, and the contractor has hereunto subscribed his name, this 1st day of July, 1945.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

GEORGE STYLIANO

Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement Extending Contract this 9th day of July, 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 \$15,000.00

Dated July 13 1945

J. McQUILKEN

THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL 34-3

2600

Memo GEORGE STYLIANO Rub.Coll.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement extending contract with George Styliano for collection and hauling of rubbish; being Document No. 355276.

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 10 day of August, 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 WARD H. HUTTON, 2228 East 12th Street, National City, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto

agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all 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

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 August 2, 1945 to and including June 30, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

(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. 81590 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
WARD H. HUTTON
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 20th day of August, 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 \$11,550.00
Dated AUG 10 1945

J. McQUILKEN
THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL PUB WKS 34-3
2600

Memo WARD H. HUTTON rubbish collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Ward H. Hutton for rubbish collection; being Document No. 355725.

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 10 day of August, 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 L. FAVIAN, 2600 East 8th Street, National City, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor", WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all 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:

Day	District or Area of Collection
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 Street; 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 August 2, 1945 to and including June 30, 1946; provided, however, that said agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

(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. 81588 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

FRANK L. FABIAN
Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 20th day of August, 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 \$11,550.00

Dated Aug. 10 1945

J. McQUILKEN
THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California
To be paid out of GENERAL PUB. WKS 34-3
2600

Memo FRANK L. FABIAN rubbish collection

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Frank L. Fabian for rubbish collection; being Document No. 355726.

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 10 day of August, 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 NED R. RENICK, 479 Center Street, Chula Vista, Calif., party of the second part, and hereinafter sometimes designated as the "Contractor," WITNESSETH:

In consideration of the matters and things hereinafter recited, the parties hereto agree as follows:

(1) The contractor hereby covenants and agrees to and with said City to furnish all labor and equipment for the collection and removal, and to collect and remove, all 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:

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 Projects.
Thursday and Friday.....	Linda Vista Housing Project.

The period of this contract shall extend from August 2, 1945 to and including June 30, 1946; provided, however, that this agreement may be terminated by either party, upon thirty days written notice to the other party, without liability upon either party, and in such case the contractor shall be paid at the contract rate per month up to the date of such termination.

(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. 81589 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

NED R. RENICK

Contractor

I HEREBY APPROVE the form and legality of the foregoing Contract this 20th day of August, 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 \$11,550.00

Dated Aug 10 1945

J. McQUILKEN

THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL 34-3 PUB WKS.

2600

Memo NED R. RENICK rubbish collection.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Ned R. Renick for rubbish collection; being Document No. 355727.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT GOVERNING STORAGE OF WATER RELEASED FROM CUYAMACA RESERVOIR TO EL CAPITAN RESERVOIR

THIS AGREEMENT, entered into this 13 day of August, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, hereinafter in this agreement referred to as the "City", and the LA MESA, LEMON GROVE AND SPRING VALLEY IRRIGATION DISTRICT, a State agency of the State of California, hereinafter referred to as the "District"; WITNESSETH:

THAT WHEREAS, under the provisions of the agreement between the City and the District dated January 30, 1933, the District has the right to store up to 10,000 acre feet of water in the City's El Capitan Reservoir and from the first day of any year to the succeeding 31st day of October of the same calendar year to store additional water withdrawn from Cuyamaca Reservoir when in the opinion of the Hydraulic Engineer of the City there is sufficient temporary storage capacity in El Capitan Reservoir to permit the same to be done without interference with the efficient and economic operation of said reservoir by the City; and

WHEREAS, the City now has and may continue to have within the time limit of this contract storage space in the City's El Capitan Reservoir that may be used by the District from October 31, 1945, to May 1, 1946, and from October 31, 1946, to May 1, 1947, for storage of water withdrawn from Cuyamaca Reservoir; and

WHEREAS, the withdrawal of water from Cuyamaca Reservoir and its storage in El Capitan Reservoir in the manner and upon the terms and conditions hereafter in this agreement set forth will be to the mutual advantage of each the City and the District.

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

1. The City agrees that the District, subject to the terms and conditions of the agreement dated January 30, 1933, may for the periods November 1, 1945 to April 30, 1946, and November 1, 1946 to April 30, 1947, store water in El Capitan Reservoir as same may be withdrawn from Cuyamaca Reservoir provided that any water withdrawn from Cuyamaca Reservoir and stored in El Capitan Reservoir in excess of the District's 10,000 acre feet of storage space will be considered as the first water to pass over the El Capitan spillway in event

that El Capitan Reservoir spills and provided that the District's total water in storage in El Capitan and Cuyamaca Reservoirs shall not exceed 21,600 acre feet.

2. This agreement shall terminate as of April 30, 1947, and any water withdrawn from Cuyamaca Reservoir and remaining in El Capitan Reservoir on that date in excess of the 10,000 acre feet of the District's storage space shall be considered as having been withdrawn from Cuyamaca Reservoir for storage in El Capitan Reservoir by the District as of May 1, 1947, as set forth in the agreement dated January 30, 1933.

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

THE CITY OF SAN DIEGO, a Municipal Corporation in the State of California
By F. A. RHODES
City Manager

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

(SEAL)

I HEREBY APPROVE the form and legality of the foregoing Agreement this 21 day of Aug., 1945.

J. F. DuPAUL, City Attorney

APPROVED as to form this 6th day of August, 1945.

W. H. JENNINGS

Attorney for La Mesa, Lemon Grove and Spring Valley Irrigation District

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with La Mesa, Lemon Grove & Spring Valley Irrigation District relative to storage of water released from Cuyamaca Reservoir; being Document No. 355796.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

THIS AGREEMENT made and entered into this 27 day of July, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, and Consolidated Vultee Aircraft Corporation, a corporation doing business in the City of San Diego, WITNESSETH:

WHEREAS, Harbor Drive is now a part of the street system of The City of San Diego; and

WHEREAS, there are portions of the Harbor Drive right of way lying on the south side of the improved portion of said right of way between the United States Coast Guard Seaplane crossing and Consolidated Vultee Seaplane crossing that are unimproved; and

WHEREAS, a large number of Consolidated Vultee Aircraft Corporation employees and other persons use this unimproved portion of said right of way for parking automobiles; and

WHEREAS, by grading and surfacing, this portion of said right of way will be made more useful to all members of the public who desire to park vehicles thereon; and

WHEREAS, Consolidated Vultee Aircraft Corporation desires to cause the said unimproved portion of said right of way to be immediately graded and surfaced, and has requested of The City of San Diego permission to grade and surface said portion of right of way, at the sole cost and liability of said Consolidated Vultee Aircraft Corporation; and the City of San Diego is willing to grant said permission upon certain terms and conditions

NOW, THEREFORE, it is hereby agreed as follows:

The City of San Diego does hereby grant the said Consolidated Vultee Aircraft Corporation permission to grade and surface said unimproved areas (which areas are shown in grey shading on Consolidated Vultee Aircraft Corporation drawing 2PE 10267, attached hereto, and made part hereof), upon the following conditions:

1. That Consolidated Vultee Aircraft Corporation shall grade and surface said area and install storm drains, catch basins and timber bumpers as indicated on said drawing 2PE 10267 attached hereto, and to the satisfaction of the City Engineer of The City of San Diego;

2. That all of said improvements shall be made at the sole expense and liability of said Consolidated Vultee Aircraft Corporation;

3. That the work on said improvement be commenced not later than September 1, 1945, and carried to completion with reasonable diligence;

4. That said area when so improved shall be open to the general public for use in parking vehicles and other highway purposes;

5. That Consolidated Vultee Aircraft Corporation will, at its own sole expense, keep and maintain said grading, surfacing, storm drains, catch basins and timber bumpers, installed by it, in good and safe condition for the duration of the existing war that the United States of America is now engaged in and six months thereafter;

6. That the Consolidated Vultee Aircraft Corporation will hold the City of San Diego harmless from all liability out of acts of, and/or conditions created by Consolidated Vultee Aircraft Corporation.

Consolidated Vultee Aircraft Corporation accepts the foregoing permission upon all the above terms and conditions and agrees to do and perform all of said terms and conditions.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year in this Agreement first above written.

Approved as to form

J. F. DuPAUL

City Attorney

THE CITY OF SAN DIEGO

By F. A. RHODES

CONSOLIDATED VULTEE AIRCRAFT CORPORATION

By C. T. LEIGH

Attest: A. E. CURTIS

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Consolidated Vultee Aircraft Corporation to improve portions of Harbor Drive right of way; being Document No. 355817.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Contract No. A5fs-9529

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 13th day of July 1945, 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 Patrol 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 herein after 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 1946, the total sum of Nineteen Hundred and Eighty Dollars (\$1980.00) payable at the rate of Three Hundred and Thirty Dollars (\$330.00) per month toward the salaries and expense of maintenance by the Forest Service of Lyons Peak Lookout Service, and San Diego River Fire Patrol 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, U. S. Forest Service, Appraisers' Bldg., San Francisco 11, California, when and as requested by the Forest Supervisor.

The Forest Service agrees to plan the program, set up standards of performance, and to select, supervise and equip employees for the performance of this work each fiscal year to insure efficient fire protection to watersheds and mutual benefits to the parties of the agreement.

IT IS MUTUALLY AGREED, that the period of this agreement shall be from July 1, 1945 to June 30, 1946, and annually thereafter until terminated by mutual consent, and contingent on the appropriation by Congress of funds to permit the Forest Service to carry on its share of the work.

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 at the time of final termination of this agreement 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 the parties hereto, or refund to the City as the case may be.

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

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

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

CLEVELAND NATIONAL FOREST

By WM. F. FISCHER

Forest Supervisor

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

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

Not to exceed \$1,980.00

Dated July 12 1945

J. McQUILKEN

THEO M. FIDELER

Deputy Auditor and Comptroller of the City of San Diego, California

To be paid out of WATER DEVELOPMENT 61/2900

Memo FOREST SERVICE FIRE PATROL

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Forest Supervisor for cooperative fire protection service at Lyons Peak etc. being Document No. 355824.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

SUPPLEMENTAL AGREEMENT

Made as of the 10th day of May, 1945, 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 municipal corporation, acting by and through its Harbor Commission, hereinafter called "City", second party.

WHEREAS, the Railway Company is the lessee under a certain Tide Lands lease given to it by the City, and bearing date the 12th day of November, 1919, a duplicate original of which said lease is on file in the office of the City Clerk of said City, bearing Document No. 127750 and recorded in Book 3, Page 356, et seq. of the Records of said County Clerk; and

WHEREAS, the City desires to construct a water pipe line and appurtenances, hereinafter designated Pipe Line, across portions of the premises described in the aforesaid lease.

NOW, THEREFORE, in consideration of the covenants of the City hereinafter stated, the Railway Company does hereby give to the City permission to construct and thereafter maintain the Pipe Line across those portions of the demised premises described in the aforesaid lease at the locations shown by red lines upon Print #77-23869, dated May 17, 1944, hereto attached, marked Exhibit "A", and by reference made a part hereof, and more particularly described as follows:

A strip of land 6 feet in width, lying 3 feet on either side of the following described center line of pipe line: Beginning at a point in the southwesterly line of said land leased to the Railway Company distant 50 feet at right angles southwesterly from the center line of said Railway Company's main track at Engineer's Station 231+89.6, said point being also 862.28 feet southeasterly along said southwesterly line from the southeasterly end of the return at the intersection of Colton Avenue and Harbor Drive; thence easterly 39.11 feet to a point that is distant 23.3 feet southwesterly at right angles from Railway Engineer's Station 231+60; thence at an angle of 44° 05' to the right a distance of 129.86 feet to a point which lies 21.2 feet southwesterly at right angles from said main line; the last described course intersecting the Mean High Tide Line at a point 73 feet, more or less, from the beginning of said course; the side lines of said 6-foot strip originating in said southwesterly right of way line and terminating in said Mean High Tide Line, and being lengthened or shortened at the angle point to preserve a uniform width; containing an area of 672 square feet, more or less.

Also, an irregular-shaped parcel of land, being all that portion of said Tide Lands lease which lies southwesterly from lines which lie parallel with and distant 3.0 feet northeasterly from the following described center line of pipe line: Beginning at a point in the southerly line of Sampson Street distant south 39° 15' 55" west 49.0 feet thereon from the center line of said Railway Company's main line; thence south 50° 41' 25" east 104.72 feet; thence south 8° 11' 25" east 1.48 feet to a point in the southwesterly line of said Railway Company's right of way; said parallel lines being lengthened or shortened to originate in the Mean High Tide Line, intersect opposite the angle point in said center line, and terminate in said southwesterly right of way line; containing an area of 420 square feet, more or less.

IN CONSIDERATION of the foregoing permission, the City agrees, at its own cost and subject to the supervision and control of the Railway Company's chief engineer, to locate, construct and maintain the Pipe Line in such manner and of such material that it will not at any time be a source of danger to or interference with the present or future tracks, roadbed and property of the Railway Company, or the safe operation of its railroad. If at any time the City shall, in the judgment of the Railway Company, fail to properly perform its obligations under this paragraph, the Railway Company may, at its option, itself perform such work as it deems necessary for the safe operation of its railroad, and in such event the City agrees to pay, within fifteen (15) days after bill shall have been rendered therefor, the cost so incurred by the Railway Company, but failure on the part of the Railway Company to perform the obligations of the City shall not release the City from liability hereunder for loss or damage occasioned thereby.

The City further agrees to at all times indemnify and save harmless the Railway Company against, and to pay in full all loss, damage or expense that the Railway Company may sustain, incur or become liable for, resulting in any manner from the construction, maintenance, use, state of repair, or presence of the Pipe Line, including any such loss, damage or expense arising out of (a) loss of or damage to property, (b) injury to or death of persons, (c) mechanics' or other liens of any character, or (d) taxes or assessments of any kind.

It is hereby mutually agreed that the right herein given shall continue during the life of the aforesaid lease, or any extension thereof.

It is further mutually agreed that all of the terms and conditions of said lease, except as heretofore and hereinabove specifically modified and/or amended, shall continue in full force and effect.

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

ATTEST: C. W. JONES
Its Assistant Secretary

THE ATCHISON, TOPEKA AND SANTA FE RAILWAY COMPANY
By J. H. KEEFE
Its Vice-President (SEAL)

THE CITY OF SAN DIEGO
By R. H. VAN DEMAN
EMIL KLIKA
A. BORTHWICK
(Members of the Harbor Commission of the
City of San Diego)

STATE OF ILLINOIS }
County of Cook } ss.

On this 17th day of July in the year one thousand nine hundred and forty-five, before me, Wilbur L. Camp, a Notary Public in and for said County of Cook, State of Illinois, personally appeared J. H. Keefe, known to me to be the Vice-President of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

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

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 25th day of July in the year one thousand nine hundred and forty-five, before me, S. A. Forrester, a Notary Public in and for said County of Los Angeles, State of California, personally appeared C. W. Jones, known to me to be the Ass't Secretary of the corporation that executed the within and foregoing instrument, and known to me to be one of the persons who executed said instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same.

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

(SEAL) S. A. FORRESTER
Notary Public in and for said County of Los Angeles
State of California

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement with A. T. & S. F. RR. Co. for use of railway right of way for Harbor Front Pipe Line; being Document No. 355829.

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

By Francis T. Totten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 16th day of August, 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, 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 fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended; said property, rights and privileges being particularly described as follows, to-wit:

PARCEL NO. 1:

Beginning at the intersection of the northwesterly line of Palm Street with the Mean High Tide Line of the Bay of San Diego, as said Mean High Tide Line was established by that certain Superior Court Action numbered 35473; thence southwesterly along the southwesterly prolongation of the northwesterly line of Palm Street a distance of 235.59 feet to a point on a curve concave to the southwest having a radius of 1979.5 feet, the center of which bears south $54^{\circ} 12' 14''$ west; thence southeasterly along the arc of said curve an arc distance of 74.36 feet to the true point of beginning; thence continuing southeasterly along the arc of said curve an arc distance of 107.44 feet to a point; thence on a radial line south $59^{\circ} 27' 49''$ west 137 feet to a point on a curve concentric to the above described curve having a radius of 1842.5 feet; thence northwesterly along the arc of said concentric curve an arc distance of 100 feet to a point; thence on a radial line north $56^{\circ} 21' 14''$ east a distance of 137 feet to the true point or place of beginning, containing 14,213.7 square feet or 0.326 acres of land.

PARCEL NO. 2:

Beginning at the intersection of the southeasterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the southeasterly line of Quince Street and the southwesterly prolongation thereof a distance of 308 feet to a point; thence southeasterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 16.3 feet to a point; thence southwesterly on a line parallel to and distant 16.3 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 76 feet to the true point or place of beginning; thence continuing along the parallel line 16.3 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 52 feet to a point; thence at right angles northwesterly a distance of 85 feet to a point; thence at right angles northeasterly a distance of 52 feet to a point; thence at right angles southeasterly a distance of 85 feet to the true point or place of beginning; containing an area of 4420 square feet.

PARCEL NO. 3:

Beginning at the intersection of the southeasterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the southeasterly line of Quince Street and the southwesterly prolongation thereof a distance of 348 feet to a point; thence southeasterly on a line parallel to and distant 348 feet southwesterly from the southwesterly line of California Street a distance of 27 feet to a point, said point being the true point or place of beginning; thence continuing southeasterly on a line parallel to and distant 348 feet southwesterly from the southwesterly line of California Street a distance of 34 feet to a point; thence southwesterly on a line parallel to and distant 61 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 25 feet to a point; thence southeasterly on a line parallel to and distant 373 feet southwesterly from the southwesterly line of California Street a distance of 70 feet to a point; thence northeasterly on a line parallel to and distant 131 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 25 feet to a point; thence southeasterly on a line parallel to and distant 348 feet southwesterly from the southwesterly line of California Street a distance of 34 feet to a point; thence southwesterly on a line parallel to and distant 165 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 80 feet to a point; thence northwesterly on a line parallel to and distant 428 feet southwesterly from the southwesterly line of California Street a distance of 44 feet to a point; thence southwesterly on a line parallel to and distant 121 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 22 feet to a point; thence northwesterly on a line parallel to and distant 450 feet southwesterly from the southwesterly line of California Street a distance of 50 feet to a point; thence northeasterly on a line parallel to and distant 71 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 22 feet to a point; thence northwesterly on a line parallel to and distant 428 feet southwesterly from the southwesterly line of California Street a distance of 44 feet to a point; thence northeasterly on a line parallel to and distant 27 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 80 feet to the true point or place of beginning, containing an area of 10,390 square feet.

PARCEL NO. 4:

Beginning at the intersection of the southeasterly line of Quince Street with the southwesterly line of California Street; thence southwesterly along the southeasterly line of Quince Street and the southwesterly prolongation thereof a distance of 308 feet to a point; thence southeasterly on a line parallel to and distant 308 feet southwesterly from the southwesterly line of California Street a distance of 175.6 feet to a point; thence southwesterly on a line parallel to and distant 175.6 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 76 feet to the true point or place of beginning; thence at right angles southeasterly a distance of 85 feet to a point; thence at right angles southwesterly a distance of 44 feet to a point; thence at right angles northwesterly a distance of 85 feet to a point; thence northeasterly on a line parallel to and distant 175.6 feet southeasterly from the southwesterly prolongation of the southeasterly line of Quince Street a distance of 44 feet to the true point or place of beginning, containing an area of 3,740 square feet.

Said described lands being designated and shown in blue on Harbor Department Drawing No. 123-B-7, dated July 31, 1945, 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 31st day of August, 1945, and extending to the 31st day of March, 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 portion of the rent from the 31st day of August, 1945, to the 1st day of April, 1946, shall be paid upon the date of the execution of this lease.

As an additional and further consideration said Corporation agrees to assign and set over to the City all of its right, title and interest in and to that certain spur track built, or which will be built, to serve the westerly portion of Lindbergh Field, which spur track is more specifically described in that certain agreement made and entered into by and between said Corporation and The Atchison, Topeka and Santa Fe Railway Company, which agreement is dated the 21st day of July, 1945; and said City agrees to assume all the obligations of said Corporation under the terms of said agreement between said Corporation and The Atchison, Topeka and Santa Fe Railway Company, including the obligation to maintain and keep said spur track in good repair.

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 Lindbergh Field, as hereinabove provided, the Corporation shall be subject to all reasonable conditions, rules and regulations which are now or may hereafter be adopted by the Harbor Commission pursuant to the provisions of any 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 on or hereafter placed on the leased premises 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 premises leased from The City of San Diego.

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 provided, further, that said Corporation shall have the right to sublet the said premises, or any part thereof, without further action on the part of said City.

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

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

(11) The City reserves the right to lay and maintain water or sewer pipes across any of the premises occupied or to be occupied by the Corporation hereunder; provided that said Corporation shall not be disturbed in the possession and use of said premises to any greater degree than may be necessary for such 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 or Pacific Highway sides of the premises herein leased, or between said premises, except as hereinafter provided.

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the term hereby granted, the Corporation shall, provided it is not then in default as to any of the terms or conditions herein contained, have the right to a renewal of this lease, upon the same terms and conditions and for the same purposes and uses, for an additional period of fifty (50) years; provided, further, that if the Corporation shall desire and intend to avail itself of the right to such renewal it shall notify the City in writing thereof at least one (1) year prior to the expiration of the term of this lease, and not more than five (5) years nor less than two (2) years prior to the expiration of 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.

It is further understood and agreed that if and when the Harbor Commission determines to lease, and permit construction upon, the areas of tidelands between the present Airtech Building and the southerly school building (Option Parcel "B"), and between the two school buildings, the Administration Building and the Airtech Building, and the proper clearance of the existing runway (Option Parcels "A" and "C"), the Corporation shall, provided it is not then in default as to any of the terms and conditions herein contained, have the first option to increase the ground area included in this lease by the addition of all or any portion of the tidelands particularly designated as "Option Parcel A", "Option Parcel B", and "Option Parcel C", and shaded in pink on Harbor Department Drawing No. 123-B-7, dated July 31, 1945, marked "Exhibit A", attached hereto and made a part of this lease, and which said parcels of tidelands shall be leased upon the same terms and conditions and for the same purposes and uses as are contained herein.

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

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

THE CITY OF SAN DIEGO Lessor.

By R. H. VAN DEMAN

EMIL KLICKA

A. BORTHWICK

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

CONSOLIDATED VULTEE AIRCRAFT CORPORATION Lessee

By C. T. LEIGH

Vice President

ATTEST: R. A. BUSSEY

(SEAL)

Assistant Secretary

STATE OF CALIFORNIA

County of San Diego

ss.

On this 25th day of August, 1945, before me, Clark M. Foote Jr., 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 A. BORTHWICK, 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 March 16, 1947

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

I HEREBY APPROVE the form of the foregoing Lease this 25th day of August, 1945.

J. F. DuPAUL, City Attorney

Approved as to legality and form, the 8th day of August 1945.

PRUITT, HALE, AND COURSEN
General Counsel Consolidated Vultee
Aircraft Corporation

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with Consolidated Vultee Aircraft Corporation for portion of Tidelands; being Document No. 355840.

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

By Francis T. Tatten Deputy

RESOLUTION NO. 394

WHEREAS, The City of San Diego has submitted to this Council a proposed agreement for the installation and maintenance of a two-way radio communication, and

WHEREAS, the City Council has read said proposed agreement in full and is familiar with the contents thereof;

NOW, THEREFORE,

BE IT RESOLVED by the City Council of the City of El Cajon that said agreement be, and the same is hereby approved, and that the Mayor and the City Clerk be, and they are hereby directed to sign the same on behalf of said City, said agreement to be binding upon the City upon its execution by the authorized officials of said The City of San Diego.

ADOPTED this 23 day of July, 1945, by the following vote, to-wit:

AYES: Cheeseman, Fansher, Meachum, Kenyon

NOES: None

ABSENT: Langley

CLAUDE H. KENYON
Mayor and President of the City Council of the
City of El Cajon

ATTEST: V. A. CHRISTENSEN
City Clerk

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of El Cajon

ss.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution passed and adopted by the City Council of the City of El Cajon, California, at a regular meeting thereof duly held on the 23 day of July, 1945.

V. A. CHRISTENSEN
City Clerk

AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of July, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter designated as the party of the first part, and THE CITY OF EL CAJON, a city of the sixth class in said County and State, hereinafter designated as the party of the second part, WITNESSETH:

WHEREAS, in the interest of more efficient law enforcement, it is desirable that The City of San Diego have close cooperation with surrounding towns and cities in blocking the escape of criminals and apprehending them prior to their departure from the County of San Diego; and

WHEREAS, to this end the party of the first part desires to arrange with the party of the second part for the installation and maintenance of two-way radio communication; NOW, THEREFORE,

In consideration of the mutual benefits which will accrue to each of the parties hereto, and in further consideration of greater and more efficient law enforcement, the parties hereto agree with each other as follows:

A. The party of the second part agrees as follows:

1. That it will furnish any and all receiving and/or transmitting equipment for use or to be used in its motor vehicles.
2. That it will purchase transmitters and receivers for its mobile equipment of such manufacture as recommended by the Superintendent of the Electrical Division of first party and Chief of Police of second party.
3. That it will operate this equipment in accordance with the rules and regulations of the Federal Communications Commission and the Electrical Division of the Public Works Department of the party of the first part.

B. Party of the first part agrees as follows:

1. That it will furnish all labor necessary in maintaining the transmitters and receivers for the motor vehicles of party of the second part, which labor will be performed at its own shops in order that the same will operate in accordance with its license from the Federal Communications Commission; it being understood and agreed that materials for such maintenance work will be furnished by party of the second part, as aforesaid; and that said maintenance work shall be charged to and paid by The City of El Cajon at the actual cost to The City of San Diego of such service. The City of San Diego will render bills on or before the 10th day of each month covering services rendered hereunder for the preceding month.

The parties hereto agree that the term of this agreement shall be for a term of two (2) years and shall continue until terminated by either party thereto by giving to the other

in writing one (1) year's notice of such intention to terminate.

In the event of a breach of any of the terms hereof by either party, then in that event, the other party, by resolution of its legislative body, may terminate this agreement, which termination shall take effect sixty (60) days after notice to the other party and to the Federal Communications Commission, of the adoption thereof.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through its City Manager pursuant to a resolution authorizing such execution, and The City of El Cajon has caused this agreement to be executed by its proper officers, thereunto duly authorized, the day and year in this agreement first hereinabove written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

THE CITY OF EL CAJON,

By CLAUDE H. KENYON

Mayor

I HEREBY APPROVE the form and legality of the foregoing Agreement this 28 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 City of El Cajon for two-way radio communication; being Document No. 355842.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

LEASE

THIS INDENTURE, made in duplicate, this 1st day of July, 1945, between RALPH S. ROBERTS 1020 Garnet Avenue, Pacific Beach, in the City of San Diego, California, hereinafter called the Lessor, party of the first part, and THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the Lessee, party of the second part, WITNESSETH:

That the party of the first part, as Lessor, does hereby demise and let unto the party of the second part as Lessee, and the party of the second part does hereby rent and take, as Lessee, the occupancy and use of that certain store room at 4516 Ingraham Street, Pacific Beach, in the City of San Diego, County of San Diego, State of California, for the purpose of a branch public library, for a term of one (1) year, commencing on the 1st day of July, 1945 and ending on the 30th day of June, 1946.

Yielding and paying therefor during the term thereof the sum of Seven Hundred Twenty Dollars (\$720.00), lawful money of the United States of America, payable in advance on the first day of each and every month during said term, in sums or payments as follows: Sixty Dollars (\$60.00) per month.

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

It is further understood and agreed that the Lessee will pay for all water used on said premises.

That the Lessee shall keep and maintain said premises in as good repair and condition as it may receive them at its own expense (ordinary wear and tear and the acts of God excepted); that the walls of said building are not to be defaced; and that said Lessor shall not be called upon to make any expenditures or repairs on said premises.

If the building or above-described premises shall be destroyed by fire or other cause, or be so damaged thereby that they become untenable, and are not rendered tenable by the Lessor within sixty (60) days from the date of injury, this lease may be terminated by either party; and in case the premises are so damaged as not to require a termination of this lease, as above provided, the Lessee shall not be required to pay the rent herein specified during the time that the premises are unfit for occupancy.

It is expressly agreed by the parties hereto that this lease may be terminated at any time by either party hereto giving the other party ninety (90) days' notice in writing.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name and the City Manager of The City of San Diego has hereunto subscribed his name, as and for the act of said City, pursuant to Resolution No. 81515, authorizing such execution, the day and year first hereinabove written.

RALPH S. ROBERTS

Lessor

THE CITY OF SAN DIEGO, Lessee,

By F. A. RHODES

City Manager

I HEREBY APPROVE the form and legality of the foregoing Lease this 24th day of August, 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 Ralph S. Roberts for storeroom at 4516 Ingraham Street for branch public library; being Document No. 355843.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

BOND

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Twenty Thousand Seven Hundred Fifty and 74/100 Dollars (\$20,750.74), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which well and truly to be made, the said Principal and Surety hereby bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 10th day of July, 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 electric current; transformers, lines, switches, and other material and equipment necessary for the furnishing of electric current to the Class A lamp street light circuits, and also

the Railroad Commission of California, as said Commission may from time to time direct in the exercise of its jurisdiction. The said lights to be installed at the places designated by said Council, and to be in accordance with the specifications contained in said Document No. 355581; provided, however, that said Company shall not be required by said City to place additional lamps at a distance greater than 650 feet from any series street light circuit serving similar lamps.

It is hereby agreed that any change in the location of lamps from those positions mentioned in the plans filed in the office of the City Engineer of said City shall be made at the expense of The City of San Diego; and it is further agreed that such expense shall be the actual cost to said Company of any required change in location of lamps.

Said Company further agrees to use reasonable diligence in providing a regular and uninterrupted supply of electricity at the lamp terminal, and said Company will rebate to the City any and all sums due said City by reason of the failure, for any cause whatever, of any of said lamps to burn, as required by the provisions of said specifications; and said Company further agrees with said City to repair and relight any Class B lamp which for any cause whatever has ceased to burn within a reasonable time after notification by the City Manager of said City, after said lamp has failed to properly burn.

The City shall have the right at all times to make such measurements of electricity as it may deem proper, for the purpose of ascertaining that the said Company is complying with the specifications contained in said Document No. 355581.

And said City, in consideration of the faithful performance by said Company of each, every and all of the agreements and covenants on the part of said Company undertaken by it to be performed, hereby agrees with said Company to pay it the sums of money for each class of lamps and the candle power thereof, as set forth in said schedule of rates contained in Document No. 344703, on file in the office of said City Clerk, and such additional sums as may be prescribed by said Railroad Commission, for each lamp actually furnishing a light, subject to such rebate as may be made on account of outages. Provided, however, that if the said Railroad Commission shall fix a lower rate for such services, the City shall be required to pay only the said lower rate while the same is in force; and said City will further pay to the said Company at the same rate for any and all other lights that may be established by the Company at the request of the City, in manner and form as above provided. All such payments shall be made monthly in warrants of the said City, duly and properly drawn upon the Arc Light Fund of said City, and upon presentation by the Company of its claims therefor in the proper form.

Said Company further agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished in the performance of said work, in so far as the same relates to Class B lamps only, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at its own cost any and all such actions, and to secure indemnity insurance, or take such other action as shall indemnify and hold harmless the said City from any and all claims and liability by reason of the Workmen's Compensation, Insurance and Safety Laws, as set forth in the Labor Code of the State of California, in so far only as the same relates to Class B lamps.

Said Company further agrees to furnish said City with a certificate of the insurance carrier with whom said Company is carrying a policy of insurance, acknowledging full liability, and covering all employees connected with the work specified in this contract, in so far only as the same relates to Class B lamps, and insuring said company against loss or liability by reason of the Workmen's Compensation, Insurance and Safety Laws of said State of California; said certificate of the insurance carrier to bear the date of the expiration of said policy.

It is mutually agreed and understood that said Company shall, and said Company hereby agrees and undertakes to protect and hold harmless the said City from and against any and all damages, cost or expense of whatsoever character, occasioned or growing out of, or in any manner arising from the performance, or attempted performance, of the obligations of this contract undertaken by said Company, in so far only as the same relates to the performance or attempted performance of the obligations as to Class B lamps.

And said Company further agrees and herein undertakes to hold said City harmless from any and all claims for the use or infringement of any patent, or claim of patent, or for any cause whatsoever, arising by reason of said City entering into the within contract, in so far only as it relates to Class B lamps; provided, always, however, that said Company shall not be liable, and shall not be held liable, for damages caused by riots, acts of the public enemy, acts of God, or unauthorized state or municipal interference.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of said contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager of The City of San Diego, for and on behalf of said City, under and pursuant to a resolution authorizing such execution, and said Company has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed by its proper officers thereto duly authorized, the day and year first hereinabove written.

ATTEST: R. C. CAVELL
Secretary

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY
Vice President in Charge of Sales
(SEAL)

I HEREBY APPROVE the form and legality of the foregoing contract, this 25 day of August, 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 general street lighting; being Document No. 355851.

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-3254

Dated 22 August 1945

TO City of San Diego
Civic Center
San Diego, Calif.

Pursuant to Article 6 of a certain lease dated the 1st day of February, 1944, by and between City of San Diego, A Municipal Corporation as Lessor, and the United States of America, as Lessee, covering Property located on the Southeast corner of Mason and Jefferson Streets, in the City of San Diego, County of San Diego, State of California. Containing approx. 0.345 acres. 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 22nd day of September, 1945.

GEORGE A. HART JR.

GEORGE A. HART, JR., Contracting Officer
For and in behalf of the United States of America

Receipt of the above notice is hereby acknowledged this 23rd day of August 1945.

CITY OF SAN DIEGO, a Municipal Corp.

BY: F. A. RHODES

City Manager

Witness:

A. E. CURTIS

RELEASE
(CORPORATIONS)

LEASE NO. W 04-193-eng-3254

WHEREAS, on the 1st day of February, 1944, The 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 that certain unimproved parcel of real property located on the Southeast corner of Mason and Jefferson Streets, in the City of San Diego, County of San Diego, State of California, more particularly described as:

The Southwesterly 100 feet of Lot 1, Block 454, of Old San Diego according to Map thereof made by James Pascoe filed in the office of the County Recorder of said San Diego County December 12, 1921 and known as Miscellaneous Map No. 40.

Containing approximately 0.345 acres, 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 22nd day of September, 1945

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, The 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 22nd day of September, 1945, 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, subject to payment of rental up to and including 22 September 1945.

IN WITNESS WHEREOF, we have caused these presents to be signed by our City Manager attested by our Secy. to City Manager, and our corporate seal to be hereto affixed this 22nd day of September, 1945.

THE CITY OF SAN DIEGO
A Municipal Corporation

F. A. RHODES

By F. A. Rhodes, City Manager

Attest:

A. E. CURTIS

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of the Notice of Cancellation of Lease No. W-04-193-eng-3254, being Document No. 355899.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

SURRENDER OF LEASES

KNOW ALL MEN BY THESE PRESENTS: That RYAN AERONAUTICAL COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, for and in consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America, to it in hand paid, the receipt whereof is hereby acknowledged does for itself, its successors and assigns bargain, sell, surrender and yield up from the day of the date hereof, unto The City of San Diego, all of the leases hereinafter described, as well as the lands and premises therein mentioned, and the term of years therein yet to come, together with all its right, title and interest thereto; and does hereby covenant that the same are free and clear of all encumbrances of whatsoever kind, at any time by it, or by its consent or procurement, done, committed or suffered. The said leases are particularly described as follows:

(a) Lease dated August 18, 1938, between The City of San Diego and Ryan Aeronautical Company, a corporation, for the term of 35 years, beginning on the 1st day of September, 1938, and ending on the 31st day of August, 1973; which said lease is contained in Document No. 309832 on file in the office of the City Clerk of The City of San Diego.

(b) Lease dated February 1, 1941, between The City of San Diego and Ryan Aeronautical Company, a corporation, for the term beginning on the 1st day of February, 1941, and ending on the 31st day of August, 1973; which said lease is contained in Document No. 326396, on file in the office of the City Clerk of said City.

(c) Lease dated April 1, 1941, between The City of San Diego and Airtech Flying Service, Ltd., a corporation, for the term beginning on the 1st day of April, 1933, and ending on the 31st day of March, 1958, unless sooner terminated, which said lease is contained in Document No. 382167, on file in the office of the City Clerk of said City; and which said lease was on the 2nd day of October, 1941, assigned by said Airtech Flying Service, Ltd., to W. Arnet Speer, which assignment was approved by Resolution No. 201 of the Harbor Commission of said City, and thereafter by said W. Arnet Speer, on the 13th day of January, 1942,

assigned to Ryan Aeronautical Company, which assignment was approved by Resolution No. 208 of the Harbor Commission of said City.

IN WITNESS WHEREOF, Ryan Aeronautical Company, a corporation, has caused this instrument to be executed, and its corporate name and seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 25 day of Aug., 1945.

THE RYAN AERONAUTICAL CO.
By E. C. WOODARD
Vice President

ATTEST:

C. A. STILLWAGEN

Secretary

I hereby approve the form of the foregoing Surrender of Leases this 25 day of Aug., 1945.

J. F. DuPAUL
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Surrender of Leases from Ryan Aeronautical Company, being Document No. 355896.

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 16th day of August, 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, herein-after sometimes called the City, and PETER RASK, Sr., and A. C. BUSCHE, Jr., co-partners, doing business under the firm name and style of HARBOR BOAT & YACHT COMPANY, hereinafter designated as the Lessee, WITNESSETH:

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

PARCEL NO. 1:

Beginning at Government Station No. 493 on the combined Pierhead and Bulkhead Line, as said line is now established for the Bay of San Diego; thence north 53° 40' 24" west a distance of 450.04 feet to a point; thence north 0° 23' 25" east a distance of 136.85 feet to the true point or place of beginning; thence at right angles north 89° 36' 35" west a distance of 400 feet to a point; thence at right angles north 0° 23' 25" east a distance of 150 feet, more or less, to an intersection with the southerly line of Harbor Drive, as Harbor Drive is delineated upon State Highway Plans, Dist. XI, County of San Diego, Route Federal, Section - Harbor Drive; thence south 89° 36' 35" east following along the southerly line of said Harbor Drive a distance of 400 feet to a point; thence at right angles south 0° 23' 25" west a distance of 150 feet to the true point or place of beginning, containing 60,000 square feet of tideland area.

PARCEL NO. 2:

Beginning at the true point or place of beginning of the hereinabove described parcel; thence south 0° 23' 25" west a distance of 200 feet to a point; thence at right angles north 89° 36' 35" west a distance of 400 feet to a point; thence at right angles north 0° 23' 25" east a distance of 200 feet to a point, said point being the southwesterly corner of the hereinabove described parcel; thence south 89° 36' 35" east a distance of 400 feet to the true point or place of beginning.

The lands hereinabove described being shown on the map or plat, designated as Drawing No. 99-B-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 December, 1945, and ending on the 30th day of November, 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 PARCEL NO. 1:

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.

FOR PARCEL NO. 2:

Free rental for the first five-year period, in consideration of certain dredging which will be done by the lessees in order to make the area usable;

\$100.00 per month for the second, third, fourth and fifth five-year periods.

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

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

If at any time during the term of this lease the tenancy hereunder shall interfere with the use of any of the tidelands of San Diego Bay lying bayward of the bulkhead line

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

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

(1) That the demised premises hereinabove described as Parcel No. 1 shall be used only and exclusively for the purpose of conducting and maintaining thereon a general boat building, boat repairing, and boat servicing business, with the right to construct and maintain thereon such marine ways, machine shop for the repair of marine engines, and other structures as may be necessary or convenient for conducting and carrying on the said business.

That the demised premises hereinabove described as Parcel No. 2 shall be used only and exclusively for the construction and maintenance thereon of a wharf, boat slips, and ship ways, and other structures necessary or convenient for conducting and carrying on said business.

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

(3) That in the event a bulkhead is built and dredging done requiring use of said leased lands before the expiration of the term of this lease, the lessees shall remove any and all structures, including wharves and ways erected on said premises, at their own cost and expense.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessees to be paid compensation for their buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessees, the lessees shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by them on said premises.

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

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

(7) It is further stipulated and agreed that the said lessees will make such provisions for the disposal of surface storm waters emptying into the Bay of San Diego at any point where said described tidelands would be reclaimed by the lessees, as may be required of them by the Harbor Commission of said City. 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 thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said premises, and said lessees shall forfeit all rights and claims thereto and hereunder; and said lessees, in accepting this lease, hereby acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessees to comply with the terms and conditions hereinbefore mentioned.

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessees have hereunto subscribed their names, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO Lessor

By R. H. VAN DEMAN

EMIL KLICKA

A. BORTHWICK

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

PETER RASK SR.

A. C. BUSCHE JR.

Co-partners, doing business under the firm name and style of HARBOR BOAT & YACHT COMPANY

I hereby approve the form of the foregoing Lease, this 16 day of August, 1945.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of tideland lease with Harbor Boat and Yacht Company; being Document No. 355805.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Totten 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 FOUR HUNDRED SIXTY-NINE DOLLARS (\$469.00), 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 August, 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 EVERTS STREET, FANUEL STREET, GRESHAM STREET, LORING STREET, WILBUR AVENUE, BERYL STREET, FOOTHILL BOULEVARD, MONMOUTH DRIVE, LAW STREET, CHALCEDONY STREET, MISSOURI STREET and DIAMOND STREET, within the limits and as particularly described in Resolution of Intention No. 81097, adopted by the Council of said City on May 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

ATTEST: _____ (SEAL)

THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE
Attorney in Fact

Surety

STATE OF CALIFORNIA)

County of San Diego) ss

On this 20th day of August, 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 Franklin T. Hale The Century Indemnity Company thereto as principal and his own name as Attorney-in-Fact.

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

(SEAL)

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

I hereby approve the form of the foregoing Undertaking this 31 day of August, 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. 81600 passed and adopted on the 14th day of August, 1945, require and fix the sum of \$469.00 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 Beach Lighting District No. 1

THIS AGREEMENT, made and entered into this 4th day of September, 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:

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 northerly line of Foothill Boulevard;

WILBUR AVENUE, between the easterly line of Everts Street and the northwesterly line of Beryl Street;

BERYL STREET, between the easterly line of Everts Street and the northerly production of the westerly line of Ingraham Street;

FOOTHILL BOULEVARD, between the northerly line of North Shore Highlands and the southeasterly line of Beryl Street;

MONMOUTH DRIVE, between the northerly line of Foothill Boulevard and a straight line drawn from the most easterly corner of Lot 11, Block 22, North Shore Highlands, to the most northerly corner of Lot 10, Block 21 of North Shore Highlands;

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 the period of time from and including September 1, 1945, to-wit, to and including August 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 Pacific Beach Lighting District No. 1", filed May 31, 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 eight hundred and seventy-five dollars (\$1,875.00) 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 Consolidated Gas & Electric Company, or by or through any action of the Railroad Commission of the State of California, or other public body having jurisdiction thereof, that thereafter all payments to be made and/or all monthly installments to be paid shall be reduced to conform to, meet and be equal with the said reduction in charge; and in that event the total remaining sum to be paid under the terms of this contract shall likewise be reduced to conform to and be equal with the reduction made.

And it is further mutually agreed that no part or portion of said sum of One thousand eight hundred and seventy-five dollars (\$1,875.00) 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 eight hundred and seventy-five dollars (\$1,875.00).

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: R. C. CAVELL (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
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 31 day of August, 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 Pacific Beach Lighting District No. 1; being Document No. 355970.

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

By Francis T. Teller Deputy

HA(CAL-4096)cph-109 CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND
THE CITY OF SAN DIEGO FOR THE FURNISHING, INSTALLATION
AND MAINTENANCE OF FIRE ALARM BOXES.

This contract made and entered into this 28th day of May, 1945, between the United States of America, acting by and through the Federal Public Housing Authority (hereinafter called "the Government") and the City of San Diego, a municipal corporation, organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, the Government has constructed and is now operating and managing certain War Housing Projects in the City of San Diego, known as Project Nos. CAL-4096, CAL-4251, CAL-4253, CAL-4254, CAL-4255, CAL-4256, CAL-4257, CAL-4733 and CAL-4461; and

WHEREAS, it is necessary and essential that 48 Gamewell Three-Fold Fire Boxes be installed and maintained throughout the above-mentioned Projects at the locations shown in the attached map identified as Exhibit "A", which said Exhibit "A" is made a part of this Contract; and

WHEREAS, as a matter of safety to persons and property and the prevention of fires and conflagrations, the City is willing to provide, install and maintain the fire boxes at the locations indicated in the above-mentioned Exhibit provided that the Government reimburse the City the sum of Two Hundred Dollars (\$200) per fire-box as the Government share toward the costs to be incurred by the City in so providing and maintaining the fire boxes; and

WHEREAS, it is in the Government's interest to enter into this Contract.

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

1. Immediately upon the execution of this Contract, the City will provide and install 48 Gamewell Three-Fold Fire Boxes at the location shown and identified on the attached map known and identified as Exhibit "A".

2. The City will upon the completion of the installation of fire-boxes as shown on Exhibit "A" integrate the said fire-alarm boxes with its fire-alarm system so that the said fire boxes will function as an integral part of the City's fire-alarm system.

3. Upon the installation of the fire-alarm boxes at the locations set forth in Exhibit "A", the City will submit a voucher to the Government for the payment by the Government to the City of the sum of \$9,600, together with a certified statement that the fire-boxes have been installed in accordance with the agreement and have been made an integral and functioning part of the City's fire-alarm system.

4. The City agrees to maintain, repair, and inspect the fire alarm boxes to the end that the said fire-alarm boxes will function at all times as a component part of the City's fire alarm system.

5. 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.

6. 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 TEMPLE DIEU

For the Federal Public Housing Commissioner

Approved Regional Counsel

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

Finance and Accounts Region 10

Funds available AUG 3 1945

For A.S.Osten Regional Accountant

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States of America for installation and maintenance of fire alarm boxes; being Document No. 355983. (See contract file for copy of Exhibit "A").

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, F. W. Taylor is the owner of Lots 21 & 22, Block 105, of University Hts;

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of May 1945, by F.W. Taylor that he will, for and in consideration of the permission granted to remove 14 ft. feet of curbing on El Cajon between Arizona and Hamilton 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.

F. W. TAYLOR

1669 Torrence St.

STATE OF CALIFORNIA,

) ss.

County of San Diego,

On this 8th day of May, A.D. Nineteen Hundred and Forty Five (1945) before me, J. F. Carlson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. W. Taylor known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

J. F. CARLSON

(SEAL)

Notary Public in and for the County of San Diego

State of California

My Commission expires March 2, 1948

I HEREBY approve the form of the foregoing agreement this 2nd day of July, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JUL 16 1945 50 min. past 10 A.M. in Book 1911 at page 139 of Official Records San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

O. PRYOR

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from F. W. Taylor; being Document No. 354810.

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, Abraham Shelley is the owner of Lot C, Block 133, of Horton's Addition in the City of S.D.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 7 - 6 day of July 1945, by Abraham Shelley that he will, for and in consideration of the permission granted to remove 22 feet of curbing on 11th St. between K & L, and 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 Abraham Shelley 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.

ABRAHAM SHELLEY
647 Market St.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 6th day of July, 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 Abraham Shelley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires Dec. 30, 1946

JOSEPH ZUNG
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 July, 1945.

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

RECORDED JUL 16 1945 50 min. past 10 A.M. in Book 1914 at page 15 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 Abraham Shelley; being Document No. 354966.

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, Abraham Shelley is the owner of Lot J, Block 133, of Horton's Addition in City of S.D.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 6 day of July 1945, by Abraham Shelley that he will, for and in consideration of the permission granted to remove 22 feet of curbing on 12th between K & L and 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 Abraham Shelley 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.

ABRAHAM SHELLEY
647 Market St.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 6th day of July, 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 Abraham Shelley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires Dec. 30, 1946

JOSEPH ZUNG
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 July, 1945.

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

RECORDED JUL 16 1945 50 min. past 10 A.M. in Book 1897 at page 406 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

VIRGINIA WEBER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Abraham Shelley; being Document No. 354967.

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, Griffin and Dyson is the owner of Lots 4, 5 and 6, Block 47, of Sherman Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of July 1945, by Griffin and Dyson that we will, for and in consideration of the permission granted to remove 20 feet of curbing on Twenty First between Imperial and "L" 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 Griffin & Dyson 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 Griffin and Dyson, 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.

GRIFFIN AND DYSON:
ELSTON G. DYSON, Partner
633 Columbia St.

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 10 day of July, A.D. Nineteen Hundred and forty five, before me, Marguerite R. Capps, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Elston G. Dyson, known to me to be a partner of Griffin and Dyson, 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.

MARGUERITE R. CAPPS

(SEAL)

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

My commission expires 3/19/1949.

I HEREBY approve the form of the foregoing agreement this 11th day of July, 1945.

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

Deputy City Attorney

RECORDED JUL 16 1945 50 min. past 10 A.M. in Book 1888 at page 364 of Official Records, San Diego Co., Cal. Recorded at request of Grantee. ROGER N. HOWE, County Recorder
I hereby 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 Griffin and Dyson; being Document No. 355033.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frauent T. Tatten Deputy

A G R E E M E N T

Regarding use of structure at the rear as a Beauty Salon

STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

City of San Diego

ss.

Vera E. Griffin, after being first duly sworn, for herself deposes and says:

That I am the owner of the hereinafter described real property; Lots Five (5) and Six (6) Block Two hundred eighty nine (289) Subdivision Pacific Beach, located at 1221 Reed Avenue (at the rear);

That I desire to operate a Beauty Salon on the above described property and have applied for a Zone Variance by Application No. 2839, dated May 14, 1945;

That I, in consideration of approval granted by the City of San Diego to use said structure as a Beauty Salon by Zoning Committee Resolution No. 1010, dated July 6, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that my hours of operation will be from 9:00 A.M. to 4:30 P.M.; no signs will be posted on the property; no employee's; and six months after hostilities in the present war with Japan cease, I will then vacate said building and will no longer use it as a Beauty Salon, but will convert it back to its original use as an auxiliary building.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

VERA E. GRIFFIN
1221 Reed Ave.

On this 10 day of July A.D. Nineteen Hundred and 45, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Vera E. Griffin 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.

LEON BEATTY

(SEAL)

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

My Commission expires Apr. 9, 1948

RECORDED JUL 16 1945 50 min. past 10 A.M. in Book 1888 at page 365 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

RUTH HUBBARD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Vera E. Griffin, regarding use of structure at the rear as a beauty salon;

being Document No. 355038.

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, C. S. Lincoln is the owner of Lot 12, Block A, of Redland Gardens;
NOW, THEREFORE, This AGREEMENT, signed and executed this 20 day of June 1945, by C. S. Lincoln that I will, for and in consideration of the permission granted to remove 20' feet of curbing on 56th Street between El Cajon Blvd. and alley on the north and adjacent to the above described property, bind myself to, and I hereby by these presents agreed 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 agreed that this agreement shall be binding on myself and my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

C. S. LINCOLN
4617 - 56 St.

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

On this 20th day of June, A.D. Nineteen Hundred and forty-five, before me, Jeanette Reid Gaylord, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. S. Lincoln known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) JEANETTE REID GAYLORD
Notary Public in and for the County of San Diego
State of California

I HEREBY approve the form of the foregoing agreement this 13th day of July, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 19 1945 15 min. past 10 A.M. in Book 1898 at page 246 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
I certify that I have correctly transcribed this document in above mentioned book.
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 C. S. Lincoln; being Document No. 355076.
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, J. M. Floyd is the owner of Lots 27 to 31 inclusive, Block 97, of San Diego Land and Town Company's Addition;
NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of July, by J. M. Floyd that he will, for and in consideration of the permission granted to remove 15 ft. feet of curbing on Newton Avenue between Sampson and Evans Sts. and 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 _____ 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 agreed 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.

J. M. FLOYD
2175 Newton Avenue

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

On this 16th day of July, A.D. Nineteen Hundred and Forty-five before me, R.O. Roginson a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. M. Floyd known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) R. O. ROGINSON R.O. Roginson
Notary Public in and for the County of San Diego
State of California

My Commission expires May 14, 1948.
I HEREBY approve the form of the foregoing agreement this 17th day of July, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JUL 19 1945 15 min. past 10 A.M. in Book 1898 at page 241 of Official Records San Diego Co., Cal. Recorded at request of Grantee.

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

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

J. 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 J. M. Floyd; being Document No. 355139.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francisco T. Tatten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY L. C. ANDERSON, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF AN ADDITION TO THE SOCIAL AND RECREATION BUILDING AT SITE 1, MEMORIAL, LOCATED ON BLOCKS 9 AND 10, LA BINDA PARK, AND 29TH STREET, NOW CLOSED TO PUBLIC USE, IN THE CITY OF SAN DIEGO, CALIFORNIA.

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, under his contract with the City for the construction of an addition to the Social and Recreation Building at Site 1, Memorial, located on Blocks 9 and 10, La Binda Park, and 29th Street; now closed to public use, in said City, and which contract is dated March 20, 1945, and is on file in the office of the City Clerk of said City as Document No. 353150, 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 July 16, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on July 17, 1945, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by L. C. Anderson. 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 July, 1945.

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk

(SEAL)

RESOLUTION NO. 81492

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, for the construction of an addition to the Social and Recreation Building at Site 1, Memorial, located on Blocks 9 and 10, La Binda Park, and 29th Street, now closed to public use, in said City, which contract is dated March 20, 1945, and is on file in the office of the City Clerk of said City as Document No. 351350, 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, under his contract for the construction of an addition to the Social and Recreation Building at Site 1, Memorial, located on Blocks 9 and 10, La Binda Park, and 29th Street, now closed to public use, 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 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 17th day of July, 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. 81492 of the Council of the City of San Diego, California, as adopted by said Council JUL 17 1945.

FRED W. SICK City Clerk

By AUGUST M. WADSTROM,

Deputy

RECORDED JUL 18 1945 19 min. past 11 A.M. in Book 1911 at page 152 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 the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of contract with L. C. Anderson for addition to Memorial Social & Recreation Building; being Document No. 355145.

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 a garage with a rumpus room on the second floor with a one (1) foot six (6) inch sideyard

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

The Dennstedt Company and L. D. Babcock and Jayne Babcock, after being first duly sworn, each for himself deposes and says;

That we are the owners and purchasers of the hereinafter described real property; South ten (10) feet of Lot "D" and the North forty (40) feet of Lot "E" Block Three hundred forty six (346) Subdivision Horton's Addition, located at 3031 Dove Street;

That we desire to erect a garage with a rumpus room on the second story with a 1 ft. 6 in. sideyard and have applied for a yard variance under application No. 2888, dated June 12, 1945;

That we, in consideration of approval granted by the City of San Diego to construct said garage and rumpus room by Zoning Committee Resolution No. 987, dated June 21, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the rumpus room will not be used as living quarters at any time.

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

THE DENNSTEDT CO.

By M. S. DENNSTEDT
4110 El Cajon Blvd.

L. D. BABCOCK
3031 Dove St.

JAYNE BABCOCK
3031 Dove St.

On this 25th day of July, A.D. Nineteen Hundred and forty-five, before me, Ralph Shattuck a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared M. S. Dennstedt, L. D. Babcock and Jayne Babcock 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 the City and County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

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

RECORDED AUG 13 1945 50 min. past 9 A.M. in Book 1930 at page 87 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. 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 regarding construction of garage & rumpus room by A.E. Dennstedt Co.; being Document No. 355425.

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, Arthur R. Logan is the owner of 512 Kensington Hts Unit #2 and,
WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE, THIS AGREEMENT, signed and executed this 11th day of June 1945, by Arthur R. Logan that he will, for and in consideration of the permission granted agrees to remove 16 feet of curbing on 5177 Edgeware Road adjacent to the above described property, binds himself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs he so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

ARTHUR R. LOGAN
5177 Edgeware Road

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 11th day of June, A.D. Nineteen Hundred and forty five, before me, Frances M. Hyde, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Arthur R. Logan known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

My Commission expires Aug. 8, 1946.

The within Agreement is approved 4th day of August, 1945.

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

RECORDED AUG 13 1945 50 min. past 9 A.M. in Book 1930 at page 98 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.
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 Arthur R. Logan; being Document No. 355476.

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, Fred J. Rickey is the owner of 18 229 Univ Heights
(Lots Block Subdivision)

and
WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The
City of San Diego, California, prohibit the removal of any curbing or the installation of
any driveway on any city street prior to signing an agreement with the City to replace any
curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE,
THIS AGREEMENT, signed and executed this 2nd day of August, by Fred J. Rickey that
he will, for and in consideration of the permission granted him to remove 20 feet of curb-
ing on Richmond 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 re-
place the curbing at such time as the City Council of San Diego directs so to do, and
comply therewith at his own expense and with no cost or obligation on the part of The City
of San Diego.

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

FRED J. RICKEY
1405 Robinson Ave.

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

On this 2nd day of August, A.D. Nineteen Hundred and forty five, before me, H. L.
Pfaff, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Fred J. Rickey known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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. L. PFAFF
Notary Public in and for the County of San Diego,
My Commission expires Sept. 25, 1945 State of California
The within Agreement is approved this 4th day of August, 1945.

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

RECORDED AUG 13 1945 50 min. past 9 A.M. in Book 1930 at page 99 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.
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 Fred J. Rickey; being Document No. 355477.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

A G R E E M E N T

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

WHEREAS, Roy D. Rollins is the owner of Lot 19, Block 3, of Alhambra Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 30 day of July, by Roy D.
Rollins that will, for and in consideration of the permission granted to remove 20
feet of curbing on El Cajon between 51st St. and 52nd St., adjacent to the above described
property, bind himself to, and he hereby by these presents agrees to, remove any driveway
constructed in pursuance hereto, and to replace the curbing at such time as the City Coun-
cil 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.

ROY D. ROLLINS
4682 Altadena Ave.

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

On this 30th day of July, A.D. Nineteen Hundred and 45, before me, Corinne E. Nelson,
a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared Roy D. Rollins known to me to be the person described in and whose name
is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) CORINNE E. NELSON
Notary Public in and for the County of San Diego,
My Commission expires Jan. 29, 1946 State of California

I HEREBY approve the form of the foregoing agreement this 7th day of August, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 13 1945 50 min. past 9 A.M. in Book 1935 at page 34 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
R. N. HOWE
ORPHA HARBAUGH
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 Roy D. Rollins; being Document No. 355557.
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, August M. Cornelinson is the owner of Lot 2, Block E, of Prospect Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of July 1945, by August M. Cornelinson that he will, for and in consideration of the permission granted to remove 30 feet of curbing on Bon Air Pl. between Draper St. and Tyrian St., adjacent to the above described property, bind it 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 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 ourselves my or our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

AUGUST M. CORNELINSON
644 Bon Air Pl. La Jolla Calif.

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

On this 30th day of July, A.D. Nineteen Hundred and 45, before me, Sophie L. Fisher, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared August M. Corneliyson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) SOPHIE L. FISHER
Notary Public in and for the County of San Diego,
State of California
My Commission expires Jan. 13, 1948

I HEREBY approve the form of the foregoing agreement this 8th day of August, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 13 1945 50 min. past 9 A.M. in Book 1935 at page 36 of Official Records,
San Diego Co., Cal. Recorded at request of City of S.D.

ROGER N. HOWE, County Recorder
By R. N. HOWE
ORPHA HARBAUGH
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 August M. Cornelinson; being Document No. 355558.
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, Geo. F. Lewis is the owner of Lots Three and Four, Block 125, of Land and Town Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 3rd day of August, by Geo. F. Lewis that he will, for and in consideration of the permission granted to remove 15 feet feet of curbing on Newton Ave. between Sicard Street and 26th adjacent to the above described property, bind him to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

GEORGE F. LEWIS
Rt 1 Box 222.9 Spring Valley Cal.

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

On this 3rd day of August, A.D. Nineteen Hundred and Forty Five, before me, J. B. Allen, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared George F. Lewis 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) J. B. ALLEN
Notary Public in and for the County of San Diego,
State of California
My Commission expires 7-15-47
I HEREBY approve the form of the foregoing agreement this 7th day of August, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 13 1945 50 min. past 9 A.M. in Book 1955 at page 37 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.
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 Geo. F. Lewis; being Document No. 355559.

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 living quarters on second floor

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

Andrew and Sophia Bobby, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots 41 and 42
Block 72 Subdivision Ocean Beach, located at 5049 Newport Avenue, San Diego, California;

That we desire to remodel the second floor of the existing store building on Lot 42
into living quarters and maintain no sideyard as required by City ordinance adjacent to
Lot 41;

That we, in consideration of approval granted by the City of San Diego to maintain no
sideyard along the easterly line of Lot 42 do hereby covenant and agree to and with said
City of San Diego, a Municipal Corporation, that we will keep three (3) feet of Lot 41
free and clear of buildings above the first floor level adjacent to Lot 42 as the required
sideyard for said building on said Lot 42;

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.

SOPHIA BOBBY
5049 Newport Ave.

ANDREW BOBBY
5049 Newport Ave.

On this 13th day of Aug. 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 Andrew and Sophia Bobby 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 AUG 17 1945 25 min. past 9 A.M. in Book 1922 at page 292 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.

JEANNETTE L. SELTZER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement from Andrew and Sophia Bobby regarding construction of living quarters on second
floor; being Document No. 355615.

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 or
any driveway on any city street prior to signing an 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 Gustafson is the owner of Lot Port. P.L. 317, Block _____, of (2750
Midway Drive)

NOW, THEREFORE, This AGREEMENT, signed and executed this 9th day of August, by Earl
Gustafson that I will, for and in consideration of the permission granted to remove 45
feet of curbing on Midway Drive between Barnett St and Rosecrans Blvd. 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 agreement herein named.

EARL GUSTAFSON
699 Rosecrans

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 9th day of August, A.D. Nineteen Hundred and Forty-Five before me, Grace R. White, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Earl Gustafson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 13, 1949

GRACE R. WHITE
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 August, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 17 1945 25 min. past 9 A.M. in Book 1922 at page 286 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.

JEANNETTE L. SELTZER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Earl Gustafson; being Document No. 355617.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS
FURNISHED BY GRIFFITH COMPANY, UNDER ITS CONTRACT FOR THE SUBGRADING AND
PAVING OF PORTIONS CERTAIN PARKS AND/OR PLAYGROUNDS IN THE CITY OF SAN
DIEGO, CALIFORNIA, WHICH SAID CONTRACT IS DATED JUNE 20, 1945, AND IS ON
FILE IN THE OFFICE OF THE CITY CLERK OF THE CITY OF SAN DIEGO AS DOCUMENT
NO. 354610.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials
furnished by Griffith Company, a corporation, under its contract with the City for the sub-
grading 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, California, and which contract is dated June 20,
1945, and is on file in the office of the City Clerk of said City as Document No. 354610,
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 August 10, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on August 14, 1945,
by resolution duly and regularly passed and adopted, officially accepted the said work
performed and materials furnished by Griffith 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 14th day of August, 1945.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk

RESOLUTION NO. 81615

WHEREAS, it appears by a communication from the City Engineer, dated August 10, 1945,
and approved by the City Manager, on file with the City Clerk of said City, that the work
performed and materials furnished by Griffith Company for 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, California, which contract is dated June 20, 1945, and is on file in the
office of the City Clerk of said City as Document No. 354610, have been performed and furn-
ished, and said contract has been completed in accordance with the plans and specifications
therefor to the satisfaction of the City Manager, and the acceptance thereof is recommend-
ed; NOW, THEREFORE,

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

That the work performed and materials furnished by Griffith Company under its con-
tract for the subgrading and paving of portions of the parks and/or playgrounds herein-
before described, 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 said contract.

BE IT FURTHER RESOLVED, that the City Clerk be, and he is hereby instructed to exe-
cute and file with the County Recorder of the County of San Diego a notice of the comple-
tion and acceptance of said contract work by said City.

Presented by _____

Approved as _____

to form by _____

City Attorney

Passed and adopted by the said Council of the said City of San Diego, California,
this 14th day of August, 1945, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Boud, Dail, Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilmen: None

HARLEY E. KNOX

Mayor of the City of San Diego, California

FRED W. SICK

City Clerk of the City of San Diego, California

By HELEN M. WILLIG Deputy

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

FRED W. SICK

City Clerk of the City of San Diego, California

(SEAL)

By HELEN M. WILLIG Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 81615 of the Council of the City of San Diego, California, as adopted by said Council August 14, 1945.

(SEAL)

FRED W. SICK
City Clerk

By HELEN M. WILLIG
HELEN M. WILLIG Deputy

RECORDED AUG 16 1945 5 min. past 9 A.M. in Book 1935 at page 76 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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 Notice of Completion of Griffith Company contract to improve parks and/or playgrounds; being Document No. 355629.

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, Lt. Col. Cheney E. Lawrence is the owner of Lot One (1), Block Four (4), of East Gate, Map 1460, filed July Third, 1912;

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of August 1945, by Lt. Col. Cheney E. Lawrence that he will, for and in consideration of the permission granted to remove 20 feet of curbing on 46th between south property line and El Cajon Blvd., adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense, and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself 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.

CHENEY E. LAWRENCE
4136 - 34th St San Diego.

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

On this 20 day of August, 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 Cheney E. Lawrence 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 July 26, 1947

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

I HEREBY approve the form of the foregoing agreement this 14th day of August, 1945.

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

RECORDED AUG 17 1945 25 min. past 9 A.M. in Book 1922 at page 287 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.

JEANNETTE L. SELTZER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Cheney E. Lawrence; being Document No. 355658.

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

By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That Herman Chilton d/b/a/ HERMAN GOLDBERGER AGENCY, as Principal and AMERICAN SURETY CO. OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Four hundred forty-nine Dollars (\$449.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 August, 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 supply the San Diego Public Library with newspaper and magazine subscriptions for a period of one year beginning September 1, 1945, and ending August 31, 1946; 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: Y. THEODORE CONLAN

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

COUNTERSIGNED at Los Angeles, Calif.

By H. PERK JR.

Resident Licensed Agent

AMERICAN SURETY COMPANY OF NEW YORK

By W. I. WHITLEY

Resident Vice-President

Attest

E. KIBBY

Resident Assistant Secretary

Surety (SEAL)

I hereby approve the form of the within Bond, this 20th day of July, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 1st day of September 1945.

F. A. RHODES

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 17th day of August, 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 HERMAN GOLDBERGER AGENCY, 147 Essex Street, Boston, Massachusetts, 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 supply the San Diego Public Library with the newspaper and magazine subscriptions particularly set forth and identified in the Master List of magazines and newspapers attached to the specifications contained in Document No. 354231, on file in the office of the City Clerk of said City, for a period of one year beginning September 1, 1945, and ending August 31, 1946, EXCEPTING, however, from said list the following magazines: "Hobbies", "People Through Books", and "Nation's Business", subscriptions to which cannot be obtained at this time. Said newspaper and magazine subscriptions to be furnished in accordance with the specifications therefor contained in said Document No. 354231.

Said contractor hereby agrees to furnish said newspaper and magazine subscriptions to said City for the sum of One thousand seven hundred ninety-three and 25/100 Dollars (\$1,793.25).

Said City, in consideration of the furnishing of said newspaper and magazine subscriptions 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 the sum of One thousand seven hundred ninety-three and 25/100 Dollars (\$1,793.25). Payment will be made for the said newspaper and magazine subscriptions in accordance with purchase orders and deliveries.

In the event that any number or issue of a newspaper or magazine is not received by the City, the contractor hereby agrees to furnish such missing copy, upon notice in writing from the City Librarian, within a reasonable period of time.

In the event of the discontinuance of a publication, or the consolidation of the same with another publication or publications, the contractor agrees to secure an adjustment in the number of issues, or will make a cash refund for such subscription to the City, provided same can be obtained from the publisher.

All newspapers and magazines shall be delivered to locations within The City of San Diego specified by the City Librarian.

"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 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. 81468 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

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

ATTEST: T. THEODORE CONLAN

I hereby approve the form and legality of the foregoing contract this 20th day of July, 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 Herman Goldberger Agency to supply newspaper and magazine subscriptions to San Diego Public Library; being Document No. 355999.

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 WATER SERVICE INSTALLATION HA(CAL-4995)cph-109
The UNITED STATES OF AMERICA, Federal Public Housing Authority, hereinafter called the "Government", and the City of San Diego, a municipal corporation, existing under and by virtue of the laws of the State of California, hereinafter called the "City", agree as follows:

1. In consideration of the City furnishing and installing 8-inch fire service and 8-inch by-pass meter for water service connection to be located at Voltaire near Worden Street, City of San Diego, State of California, to serve Voltaire War Housing Project No. Cal-4995-N, the Government agrees to pay the City the sum of Two Thousand Twenty-Eight Dollars and Forty Cents (\$2,028.40), as set forth in that certain estimate sheet dated May 4, 1945 by Earl F. Thomas, of the City's Water Distribution Department, which said sheet is incorporated herein by reference thereto.

2. The City agrees to maintain in proper working order, so far as is practicable and at its expense, all of the said facilities which shall be its property.

3. 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. 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 City shall include the foregoing provision in all subcontracts for any part of the work in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly signed and executed in quintuplicate as of the Twelfth day of July, 1945.

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

UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By TEMPLE DIEU

SEAL ATTEST: FRED W. SICK
City Clerk

For the Federal Public Housing Commissioner

City of San Diego, California Water Distribution Department
Estimate Sheet Date May 4, 1945

Location of proposed work Voltaire near Worden Street
Description of proposed work Install 8" Service & By-pass with 8" Meter - CAL 4995-N
Calculated by Earl F. Thomas

Summary of Estimated Cost

Labor.....	\$ 90.00
Material (list below).....	315.65
Equipment (list below).....	10.35
Total direct charge.....	\$ 416.00
Contingent & Overhead 15%.....	62.40
Ordinance price 8" service & meter.....	1550.00
Total estimated cost.....	\$2028.40

Detail of Estimated Cost

EQUIPMENT		LABOR	
Crew Truck	\$ 2.35	60 hours @ \$1.50	\$ 90.00
Flat rack	4.00		
Boom truck	4.00		
	\$10.35		

Material on hand	
2 - 8" Wyes BBF	32.00
2 - 8" Valves fgd.	55.06
1 - 8" Valves HE	
2 - 8" 45° Bends fgd	13.80
1 - 8x48" Std. Extension	
1 - 8" Sleeve	
5 - 8" Ring Gaskets	1.00
40 5/8 x 3" Mach. bolts	.05
85# Lead	7.85
5# Fibrex	.40
1 - 8" Gate Casing & Cap	
8' - 8" cl. 250 C.I. Pipe	1.75
	\$315.65

NOTE: Material to be purchased

Meter vault to be constructed by others floor of vault to be placed before meter is installed.

Location of vault to be between curb & property line of Voltaire Street

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with United States for water service installation at Voltaire Housing Project; being document No. 356049.

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 WATER SERVICE INSTALLATION HA(CAL-4996)cph-107

The UNITED STATES OF AMERICA, Federal Public Housing Authority, hereinafter called the "Government", and the City of San Diego, a municipal corporation, existing under and by virtue of the laws of the State of California, hereinafter called the "City", agree as follows:

1. In consideration of the City furnishing and installing a 6-inch fire service water main and a 6-inch by-pass meter, together with the installation of a 6-inch regulator for water service connection to be located about 30 feet south of the center line of Market Street and 45th Street in the City of San Diego, California to serve Chollas View War Housing Project No. CAL-4996-N, the Government agrees to pay the City the actual cost for such water service installation, which cost is estimated to be the sum of \$1,305.74, as set forth and calculated in that certain estimate sheet dated June 6, 1945 by Earl F. Thomas, of the City's Water Distribution Department, which said sheet is incorporated herein by reference thereto. It is agreed that the Government shall, however, in no event be obligated to pay in excess of the sum of \$1,500.00 under this contract.

2. The City agrees to maintain in proper working order, so far as practicable and at its own expense, all of the said facilities, which facilities shall be and remain the property of the City.

3. 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. There shall be no discrimination by reason or 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 City 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 contract to be duly signed and executed in quintuplicate as of the Twelfth day of July, 1945.

CITY OF SAN DIEGO
By F. A. RHODES

SEAL
ATTEST: FRED W. SICK
City Clerk

UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By TEMPLE DIEU

For the Federal Public Housing Commissioner

Approved Regional Counsel

ESTIMATE SHEET Date June 6, 1945

Location of proposed work - 45th Street south of Market

CAL - 4996-N

Description of proposed work - Install 6" Fire Service & 6" by-pass meter & regulator

Calculated by Earl F. Thomas

SUMMARY OF ESTIMATED COST

Labor.....	\$ 37.60
Material (list below).....	224.00
Equipment(list below).....	26.00
Total direct charge	\$287.60
Contingent & Overhead 15%	43.14
Ordinance price 6" service & meter - dirt street	975.00
Total estimated cost	\$1305.74

DETAIL OF ESTIMATED COST

EQUIPMENT		LABOR	
Crew truck	\$ 2.00	8 - hours @ 1.30	\$ 10.40
Boom truck	6.00	8 - hours @ 1.20	9.60
Flat rack	6.00	16 - hours @ 1.10	17.60
	\$14.00		\$ 37.60
Machine shop	12.00		
	\$26.00		

MATERIAL ON HAND

1 - 6" Gate valve HE	\$34.10
2 - 6" " " Fgd.	68.20
2 - 6" 45° bends Fgd.	14.50
1 - 6 x 36 Std. extension	12.00
1 - 6" sleeve	4.50
72- 5/8 x 3" machine bolts	3.60
9 - Ring gaskets	9.00
2 - 6" Wyes BBF	65.10
Lead & Fibrex	8.00
1 - gate cap & casing	5.00
	\$224.00

MATERIAL TO BE PURCHASED

NOTE:
6" Regulator to be supplied by contractor
Meter & regulator vault to be constructed by contractor
Vault floor to be placed before meter & regulator installed.
Regulator to be maintained by consumer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with United States for water service installation at Chollas View Housing Project; being Document No. 356050.

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

By Francis T. Totten Deputy

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF
SAN DIEGO FOR WATER SERVICE INSTALLATION HA(CAL-4037)cph-107

THE UNITED STATES OF AMERICA, Federal Public Housing Authority, hereinafter called the "Government", and the City of San Diego, a municipal corporation, existing under and by virtue of the laws of the State of California, hereinafter called the "City", agree as follows:

1. In consideration of the City furnishing and installing a 6-inch fire service water main and a 6-inch by-pass meter, together with the installation of a 6-inch regulator for water service to serve Oceanview War Housing Project No. CAL-4037-N, located in the City of San Diego, California, the Government agrees to pay the City the actual cost for such water service installation, which cost is estimated by the City to be the sum of \$1,380.74, as set forth and calculated in that certain estimate sheet dated June 7, 1945 by Earl F. Thomas, of the City's Water Distribution Department, which said sheet is incorporated herein by reference thereto. It is agreed that the Government shall, however,

in no event be obligated to pay a sum in excess of \$1,500.00 under this contract.

2. The City agrees to maintain in proper working order, so far as practicable and at its own expense, all of the said facilities, which facilities shall be and remain the property of the City.

3. 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. 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 City 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 contract to be duly signed and executed in quintuplicate as of the Twelfth day of July, 1945.

CITY OF SAN DIEGO
By F. A. RHODES

ATTEST: FRED W. SICK City Clerk (SEAL)

UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By TEMPLE DIEU

For the Federal Public Housing Commissioner

Approved Regional Counsel

ESTIMATE SHEET

Date June 6, 1945

Location of proposed work - Ocean View and 45th Street - CAL - 4037-N

Description of proposed work - Install 6" Fire Service & 6" By-Pass Meter, Regulator & Check Valve

Calculated by Earl F. Thomas

SUMMARY OF ESTIMATED COST

Labor.....	\$ 37.60
Material (list below).....	224.00
Equipment (list below)	26.00
Total Direct Charge.....	\$ 287.60
Contingent & Overhead 15%.....	43.14
Ord. price 6" service & meter-paved street	1050.00
Total Estimated Cost.....	\$ 1380.74

DETAIL OF ESTIMATED COST

EQUIPMENT		LABOR	
Crew Truck	\$2.00	8 - hours @ 1.30	\$10.40
Boom Truck	6.00	8 - hours @ 1.20	9.60
Flat Rack	6.00	16 - hours @ 1.10	17.60
	\$14.00		\$37.60
Machine Shop	12.00		
	\$26.00		

MATERIAL ON HAND	
1 - 6" Gate Valve H E	\$34.10
2 - 6" " " Fgd.	68.20
2 - 6" 45° Bends Fgd.	14.50
1 - 6x36 Std. Extension	12.00
1 - 6" Sleeve	4.50
72 5/8x3" Machine Bolts	3.60
9 - Ring Gaskets	9.00
2 - 6" Wyes B.B.F.	65.10
Lead & Fibrex	8.00
1 - Gate Cap & Casing	5.00
	\$224.00

MATERIAL TO BE PURCHASED

NOTE: 6" Regulator & 6" Check Valve to be supplied by Contractor. Meter & Regulator vault to be constructed by Contractor. Vault floor to be placed before meter & regulator installed. Regulator & Check Valve to be maintained by Consumer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water service installation at Ocean View Housing Project; being Document No. 356051.

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

By Francis T. Totten Deputy

CONTRACT

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 13th day of Sept., 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 the sums of money specified in the Bid Schedule attached hereto, and made a part hereof, to be paid 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 LAUREL STREET WATER MAIN consisting of approximately 4,370 lineal feet of 24-inch reinforced concrete steel cylinder 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 June 25, 1945 marked Document No. 354617; 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 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, 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.

TRADE OR OCCUPATION	Per 8 - Hour Day
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 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 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
CHARLES B. WINCOTE
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK City Clerk

(SEAL)

AMERICAN PIPE AND CONSTRUCTION CO.

Contractor

By ROBERT V. EDWARDS
Vice President (SEAL)

ATTEST: J. M. MAC ADAM

Secretary

I hereby approve the form and legality of the foregoing contract this 13th day of September, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

4778850-A

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION COMPANY, a corporation, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND a Corporation organized and existing under the laws of the State of Maryland with principal place of business in Baltimore, Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-six thousand ninety-three Dollars (\$36,093.00) (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 31st day of August, 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 LAUREL STREET WATER MAIN consisting of approximately 4,370 lineal feet of 24 inch reinforced concrete steel cylinder pipe, together with valves, fittings and appurtenances, in The City of San Diego, 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 June 25, 1945, marked Document No. 354617; that true copies of said plans and specifications, together with true copies of Notice to Contractor, 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 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 or 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.

AMERICAN PIPE AND CONSTRUCTION CO. (SEAL)
By ROBERT V. EDWARDS Vice President
Principal

ATTEST: J. M. MAC ADAM

Secretary

ATTEST: THERESA FITZGIBBONS
Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By D. E. GORTON Attorney in Fact
Surety (SEAL)

COUNTERSIGNED: JOHN BURNHAM & CO.
By Resident Agent

STATE OF CALIFORNIA,)
County of Los Angeles) ss.
On this 31st day of August, 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, State of California
My Commission expires February 18, 1946
I hereby approve the form of the foregoing Bond this 13th day of September, 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 13th day of Sept. 1945.
HARLEY E. KNOX
CHARLES B. WINCOTE
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council
ATTEST: FRED W. SICK City Clerk (SEAL)

LABOR AND MATERIALMEN'S BOND
KNOW ALL MEN BY THESE PRESENTS, That AMERICAN PIPE AND CONSTRUCTION CO. a corporation, as principal, and FIDELITY DEPOSIT COMPANY OF MARYLAND a Corporation organized and existing under the laws of the State of Maryland with principal place of business in Baltimore, Maryland, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-six thousand ninety-three Dollars (\$36,093.00)(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 31st day of August, 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 LAUREL STREET WATER MAIN consisting of approximately 4,370 lineal feet of 24 inch reinforced concrete steel cylinder 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 June 25, 1945, marked Document No. 354617; 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 Thirty-six thousand ninety-three Dollars (\$36,093.00), 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 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 of Division 5 of Title One of the Government Code of the State of California 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. MAC ADAM Secretary
AMERICAN PIPE AND CONSTRUCTION CO.
By ROBERT V. EDWARDS Vice President
Principal (SEAL)
ATTEST: FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By D. E. GORTON Attorney in Fact
By THERESA FITZGIBBONS Agent
Surety (SEAL)
COUNTERSIGNED: JOHN BURNHAM & CO.
By Resident Agent

STATE OF CALIFORNIA,)
County of Los Angeles) ss.
On this 31st day of August, 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 Fitzgibbins 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
I hereby approve the form of the within Bond this 13th day of September, 1945.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET, Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 13th day of Sept. 1945,

HARLEY E. KNOX
ERNEST J. BOUD
CHARLES B. WINCOTE
CHAS. 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 American Pipe and Construction Co. for construction of Laurel Street Water Main; being Document No. 356164.

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

By Francis T. Tatten Deputy

AGREEMENT

Regarding construction of garage alterations, and
Regarding use of altered garage as living quarters

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

Emil Johnson, and Anna Johnson, after being first duly sworn, deposes and says;
That we are the owner of the hereinafter described real property; Lots 37 to 40 inclusive, except the Sly. 80 feet thereof Block 121 Subdivision Pacific Beach, located at 4765 Dawes Street;

That we desire to alter a garage building into one bed room, one sewing room (or den), one bath, one storage room, and the usual closets

That we, in consideration of approval granted by the City of San Diego to alter a garage building into one bed room, one sewing room (or den), one bath, one storage room, and the usual closets, do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that no portion of this building, except the one bed room, will be used for sleeping purposes; that no cooking will be permitted in this building; and that this building will be occupied by members of our immediate family, and no others.

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.

EMIL JOHNSON

ANNA JOHNSON
4765 Dawes

On this 20th day of August 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 Emil Johnson and Anna Johnson known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego, State of California
My Commission expires March 16, 1947
RECORDED AUG 24 1945 24 min. past 9 A.M. in Book 1923 at page 291 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Emil and Anna Johnson regarding construction and use of garage as living quarters; being Document No. 355759.

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 B. G. CARROLL, UNDER HIS CONTRACT FOR THE CONSTRUCTION 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, CALIFORNIA, WHICH SAID CONTRACT IS DATED JULY 12, 1945, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF SAID CITY AS DOCUMENT NO. 355035.

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, under his contract with the City for the construction 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, California, and which contract is dated July 12, 1945, and is on file in the office of the City Clerk of said City as Document No. 355035, 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 August 16, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on August 21,

1945, by resolution duly and regularly passed and adopted, officially accepted the 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 21st day of August, 1945.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk

RESOLUTION NO. 81647

WHEREAS, it appears by a communication from the City Engineer, dated August 16, 1945, and approved by the City Manager, on file with the City Clerk of said City, that the work performed and materials furnished by B. G. Carroll for the furnishing of any and all required labor, equipment, materials and services for the construction 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, California, which contract is dated July 12, 1945, and is on file in the office of the City Clerk of said City as Document No. 355035, 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 Manager, 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 Public Right of Way in Lot C, Loma Alta No. 2, 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 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 San Diego County a notice of the completion and acceptance of said contract work by said City.

Passed and adopted by the said Council of the said City of San Diego, California, this 21st day of August, 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 HELEN M. WILLIG

Deputy

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

FRED W. SICK

(SEAL)

City Clerk of the City of San Diego, California

By HELEN M. WILLIG

Deputy

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 81647 of the Council of the City of San Diego, California, as adopted by said Council August 21, 1945.

FRED W. SICK

(SEAL)

City Clerk

By HELEN M. WILLIG

HELEN M. WILLIG

Deputy

RECORDED AUG 22 1945 18 min. past 1 P.M. in Book 1930 at page 218 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.

M. MOREFIELD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion of B.G. Carroll contract for construction portion Trunk Sewer in West Point Loma Boulevard; being Document No. 355774.

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. S. Perry is the owner of Lot 4, Block 6, of El Retiro;

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of August, by J. S. Perry that he will, for and in consideration of the permission granted to remove 45 feet of curbing on College Avenue at Corner of Soria Drive, adjacent to the above described property, bind himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

J. S. PERRY

J. S. Perry

San Diego Club, San Diego, Calif.

STATE OF CALIFORNIA,

ss

County of San Diego,

On this 8th day of August, 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 J. S. Perry known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he

executed the same.

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

(SEAL)

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 21st day of August, 1945.

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

RECORDED AUG 24 1945 24 min. past 9 A.M. in Book 1923 at page 292 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from J. S. Perry; being Document No. 355797.

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, O B Peavey and Wm A Morgan (DBA City Chevrolet Co.) is the owner of Lot
10-11, Block 17, of Middletown,

NOW, THEREFORE, This AGREEMENT, signed and executed this 20th day of Aug., by
O B Peavey that _____ will, for and in consideration of the permission granted to remove 40
feet of curbing on Kettner between Ash and Cedar 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 ourself _____ heirs and
assigns, and that any sale of the property therein mentioned and described shall be made
subject to the condition and agreement herein named.

O B PEAVEY & WM A MORGAN
by O B PEAVEY
301 West C St.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 20 day of Aug, A.D. Nineteen Hundred and forty five before me Katherine C
Tom, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared before me 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 we
executed the same.

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

(SEAL)

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

My Commission expires July 19, 1947

I hereby approve the form of the foregoing agreement this 23rd day of August, 1945.

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

RECORDED AUG 31 1945 20 min. past 10 A.M. in Book 1939 at page 77 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from O. B. Peavey; being Document No. 355813.

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, R. E. Hazard is the owner of Lot 1 Block 272 of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 22 day of August, by
R. E. Hazard that he will, for and in consideration of the permission granted to remove
45' feet of curbing on Pacific Bld between Laurel and Maple St adjacent to the above de-
scribed property, binds himself to, and does hereby by these presents agree to remove any
driveway constructed in pursuance hereto, and to replace the curbing at such time as the
City Council of San Diego directs him so to do, and comply therewith at his own expense
and with no cost or obligation on the part of The City of San Diego.

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

R. E. HAZARD
2548 Kettner Bld.

STATE OF CALIFORNIA,)

) ss.

County of San Diego)

On this 22nd day of August, A.D. Nineteen Hundred and 45 before me R H Gordon, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. E. Hazard known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

R H GORDON

(SEAL)

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

My commission expires June 11, 1946

I hereby approve the form of the foregoing agreement this 23rd day of August, 1945

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 31 1945 20 min. past 10 A.M. in Book 1939 at page 78 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

V. OSGOOD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from R. E. Hazard; being Document No. 355820.

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, Charles W. Moran is the owner of Lot 17 & West 1/2 of Lot 18, Block 79, of Point Loma Hts.

NOW, THEREFORE, This AGREEMENT, signed and executed this 14 day of August, by Charles W. Moran that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Pescadero between Guizot and Santa Barbara adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

CHARLES W. MORAN

STATE OF CALIFORNIA,)

) ss

County of San Diego)

On this 20th day of August, 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 Charles W. Moran known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

H. V. HEDRICH

(SEAL)

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

My Commission expires June 29, 1946

I hereby approve the form of the foregoing agreement this 23rd day of August, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED AUG 31 1945 20 min. past 10 A.M. in Book 1939 at Page 79 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

V. OSGOOD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Charles W. Moran; being Document No. 355826.

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, CARMIE BLANDO is the owner of Lot H, Block 372, of Horton's;

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of August 1945, by Carmie Blando that she will, for and in consideration of the permission granted to remove eighteen feet of curbing on Hawk between Horton and Thorn, adjacent to the above described property, bind her to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

CARMIE BLANDO

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

On this 21st day of August, 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 Carmie Blando known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) Marie D. Sparks
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 25th day of August, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 31 1945 20 min. past 10 A.M. in Book 1930 at page 373 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 Carmie Blando; being Document No. 355841.

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, Henry F. Schnell, Jr. is the the owner of Lots 1 & 2 of L. J. Stengel's Subdivision of Block 177, Horton's Eddition. and Lots 3, 4, 5, & 6 of L. J. Stengel's Sub-division of Block 177, Horton's Eddition.;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26 day of July 1945, by Henry F. Schnell, Jr. that he will, for and in consideration of the permission granted to remove 43 feet of curbing on E Street between 14th Street and 15th Street adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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 F. SCHNELL JR.
1635 C St. San Diego, 2, Calif.

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

On this 27 day of July, A.D. Nineteen Hundred and Forty-five, before me, Henry L. Johnson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry F. Schnell Jr. 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) Henry L. Johnson
Notary Public in and for the County of San Diego,
State of California
My Commission expires Jan. 14, 1948
I HEREBY approve the form of the foregoing agreement this 28th day of August, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 31 1945 20 min. past 10 A.M. in Book 1930 at page 375 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 Henry F. Schnell Jr.; being Document No. 355897.

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, Dean Benter & Sons are the owners of A & B 52 Hortons and, (Lots Block Subdivision)

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

THIS AGREEMENT, signed and executed this 27th day of August, 1945; by Dean Benter

& Sons that they will, for and in consideration of the permission granted him to remove 120 ft. feet of curbing on 13th & Broadway adjacent to the above described property, binds him to, and does hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

DEAN BENTER & SONS
By HARRY BENTER
745 University Ave. S.D. 3

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 27th day of August, A.D. Nineteen Hundred and forty five, before me R. E. Berry, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Harry Benter known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) R. E. BERRY
Notary Public in and for the County of San Diego,
My Commission expires August 19, 1947 State of California
I hereby approve the form of the foregoing agreement this 28th day of August, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED AUG 31 1945 20 min. past 10 A.M. in Book 1930 at page 374 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 Dean Benter & Son; being Document No. 355898.

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, Ben Bogosian is the owner of Lot a portion of Pueblo Lot 240, lying 142.04 feet on north side of Midway between Liberator and Fordham sts.

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of August 1945, by Ben Bogosian that he will, for and in consideration of the permission granted to remove 15 feet of curbing on Midway Dr. between Liberator and Fordham 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 and my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

BEN BOGOSIAN
3404 Midway Dr

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 25 day of August, A.D. Nineteen Hundred and forty five before me Charles B. DeLong, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ben Bogosian known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) CHARLES B DeLONG
Notary Public in and for the County of San Diego,
My Commission expires December 10, 1947 State of California
I hereby approve the form of the foregoing agreement this 30th day of August, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED SEP 13 1945 40 min. past 11 A.M. in Book 1937 at page 345 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.
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 Ben Bogosian; being Document No. 355954.

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, R. E. Harris is the owner of Lots 4, 5, 6, 7, 8 and 9, Block 77, of Middletown Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of August 1945, by R. E. Harris that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Kettner between Ash and Beech, and 20 feet of curbing on Ash Street between Kettner and Santa Fe Right-of-way 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 agreement herein named.

R. E. HARRIS
Kettner & Ash Streets
San Diego California

STATE OF CALIFORNIA,)

ss

County of San Diego)

On this 29 day of August, 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 R. E. Harris known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MARIE K. OLSON

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires April 27, 1947 State of California

I hereby approve the form of the foregoing agreement this 31st day of August, 1945.

J. F. DuPAUL City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED SEP 13 1945 40 min. past 11 A.M. in Book 1949 at page 8 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

O PRYOR

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from R. E. Harris, being Document No. 355974.

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. 337 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Harold Kramer is the owner of Lot 28 - 29 - 30 - 31, Block 9, of La Jolla Park.

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of August, by Harold Kramer that he will, for and in consideration of the permission granted to remove 50' feet of curbing on Pearl 30' & Fay 20' between Fay & Pearl and Eads adjacent to the above described property, bind him to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

HAROLD KRAMER
844 Pearl Street La Jolla Cal

STATE OF CALIFORNIA,)

ss

County of San Diego)

On this 29th day of August, 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 Harold Kramer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

CECILIA M. WILSON

(SEAL) 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 31st day of August, 1945.

J. F. DuPAUL City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED SEP 13 1945 40 min. past 11 A.M. in Book 1949 at page 7 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder,

By Deputy H. ZERVAS

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Harold Kramer; being Document No. 355988.

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 AMERICAN CONCRETE PIPE COMPANY, UNDER ITS CONTRACT FOR WORK UNDER SCHEDULE I, IN CONNECTION WITH THE CONSTRUCTION OF THE POINT LOMA WATER MAIN, IN THE CITY OF SAN DIEGO, CALIFORNIA.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by American Concrete Pipe Company, under its contract for work under Schedule I, in connection with the construction of the Point Loma Water Main, in The City of San Diego, California, and which contract is dated May 22, 1945, and is on file in the office of the City Clerk of said City as Document No. 353997, 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 August 28, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on September 4, 1945, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by American Concrete Pipe 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 4th day of September, 1945.

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk (SEAL)

RESOLUTION NO. 81715

WHEREAS, it appears by a communication from E. F. Thomas, Superintendent, Water Distribution, and R. O. Stevens, Engineer, Water Distribution, approved by 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 American Concrete Pipe Company under Schedule I, of the contract for the construction of the Point Loma Water Main, in The City of San Diego, which contract is dated May 22, 1945, and is on file in the office of the City Clerk of said City as Document No. 353997, 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 Manager, and the acceptance thereof is recommended; NOW, THEREFORE,

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

That the work performed and materials furnished by American Concrete Pipe Company under Schedule I of the contract for the construction of the Point Loma Water Main, in The City of San Diego, be, and the same are hereby accepted by The City of San Diego, subject to the guarantee required under Paragraph 7 of "Special Conditions" of the Specifications.

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 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 San Diego County, California, 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 4th day of September, 1945, by the following vote, to-wit:

YEAS - Councilmen: Crary, Boud, Dail, Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilmen: Wincote, 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.

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. 81715 of the Council of the City of San Diego, California, as adopted by said Council SEP 4 1945.

(SEAL)

FRED W. SICK

City Clerk

By AUGUST M. WADSTROM,

Deputy

RECORDED SEP 5 1945 15 min page 9 A. M. in Book 1937 at page 224 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 Notice of Completion and acceptance of contract work by American Concrete Pipe Co. for Point Loma Water Main Schedule I; being Document No. 356007.

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, Fruehauf Trailer Company of California is the owner of Lots No. 1 to 24, Block 99, of San Diego Land and Town Company Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this third day of August, by Fruehauf Trailer Company of California that we will, for and in consideration of the permission granted to remove 120 feet of curbing on Main & Schley between Schley and Sicard on Main and 26th. and Main on Schley, adjacent to the above described property, bind ourselves to, and we hereby by these presents agree to, remove any driveway constructed hereto, and to replace the curbing at such time as the City Council of San Diego directs 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 Fruehauf Trailer Co. 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.

FRUEHAUF TRAILER COMPANY OF CALIF. (SEAL)
By J. R. HOLMBERG Ass't Sec'y
5137 So. Boyle Ave Los Angeles, Cal.

STATE OF CALIFORNIA

County of Los Angeles

ss.

On this 5th day of Sept. A.D., 1945, before me, Merle Mallon a Notary Public in and for the said County and State, personally appeared J. R. Holmberg Asst. Secretary, who is known to me, to be the Asst. Secretary of the Fruehauf Trailer Co. of California, 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.

MERLE MALLON

(SEAL) Notary Public in and for the County of Los Angeles,
My Commission expires May 20, 1949. State of California

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 27 day of August, A.D. Nineteen Hundred and forty-five, before me, Merle Mallon, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. R. Holmberg known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

MERLE MALLON

(SEAL) Notary Public in and for the County of Los Angeles
My Commission expires May 20, 1949 State of California

I HEREBY approve the form of the foregoing agreement this 6th day of September, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED SEP 13 1945 40 min. past 11 A.M. in Book 1949 at page 6 of Official Records San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

O PRYOR

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Fruehauf Trailer Co. of California; being Document No. 356044.

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, Helmer Eden is the owner of Lot 12, Block 52, of Middletown,

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of Sept. 1945, by Helmer Eden that I will, for and in consideration of the permission granted to remove 20' ft feet of curbing on Hawthorne between Kettner Blvd and California Street adjacent to the above described property, bind myself to, and I hereby by these presents agreed 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 agreement herein named.

HELMER EDEN

2056 Kettner Blvd San Diego, California

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 7th day of Sept., A.D. Nineteen Hundred and Forty-Five '45 before me Katherine C. Tom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared before me Helmer Eden known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that I executed the same.

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

(SEAL) KATHERINE C. TOM
Notary Public in and for the County of San Diego,
My Commission expires July 19, 1947 State of California

I hereby approve the form of the foregoing agreement this 11th day of September, 1945.

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

RECORDED SEP 13 1945 40 min. past 11 A.M. in Book 1949 at page 5 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Helmer Eden; being Document No. 356107.

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

By Francis T. Patten Deputy

LEASE

THIS AGREEMENT, made and entered into this 11 day of Sept., 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 FLOYD E. MOORE, hereinafter called the Lessee, WITNESSETH:

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

Those portions of Pueblo Lots 1314 and 1315 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof by James Pascoe, filed as Miscellaneous Map No. 36 in the office of the County Recorder of said County of San Diego, particularly described as follows:

Beginning at the southwesterly corner of said Pueblo Lot 1315; thence easterly along the southerly line of said Pueblo Lot 1315 a distance of 602.18 feet to a point; thence northerly on an angle of 88° 04' to the left a distance of 496.09 feet to an intersection with the northerly line of Miramar Road, the TRUE POINT OF BEGINNING; thence northwesterly on a direct line making an angle of 44° with the northerly line of said Miramar Road, a distance of 1150 feet to a point, this latter line being the boundary line of the eucalyptus grove; thence at right angles northeasterly a distance of 600.00 feet to a point; thence at right angles southeasterly a distance of 1610 feet to an intersection with the northwesterly line of said Miramar Road; thence southwesterly and westerly along the northwesterly and northerly line of said Miramar Road a distance of 800 feet to the true point of beginning, containing twenty acres of land, more or less.

For a term of three (3) years, beginning on the 12th day of September, 1945, and ending on the 11th day of September, 1948, at the following rentals: Seventy-five Dollars (\$75.00) per year payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. That the lessee shall at his own charge and expense keep and maintain the existing fences or structures on the land, including pipe lines or other installations thereon.

Eleventh. That all improvements of any kind or nature placed upon the land during the term of this lease at lessee's expense may be removed by him from the land at the

termination of this lease, except all exterior boundary line fences shall become the unencumbered property of the City at such termination.

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

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

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Ordinance No. 3054 of the Council authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

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

FLOYD E. MOORE
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 13 day of Sept., 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 Floyd E. Moore; being Document No. 356199.

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

By Francis T. Totten Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 28th day of August, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and R. C. ENGLISH and PETE SNYDER of San Diego, California, parties of the second part; WITNESSETH:

WHEREAS, the City of San Diego is desirous of having a portion of its beach and ocean frontage cleaned; and

WHEREAS, second parties have proper equipment for doing such work; NOW, THEREFORE, IT IS AGREED that the parties of the second part for the consideration hereinafter stated, agree to clean said beach, beginning August 27, 1945, and ending December 31, 1945, from San Luis Rey Place to Pacific Beach Drive;

IT BEING UNDERSTOOD AND AGREED that the second parties will keep this area clean from the seawall to the water's edge at low tide, removing therefrom all papers, bottles, broken glass, seaweed, firewood, drift wood, ashes and such other trash as may accumulate upon said beach; parties of the second part agree to remove all paper, glass, drift wood, etc., each and every day;

IT IS FURTHER UNDERSTOOD AND AGREED that the parties of the second part will rake the beach sands in the area above described to a depth of six (6) inches and drag the sand smooth after said raking not less than twice nor more than three times each week as required - the work to be done with a specially built tractor equipment and truck furnished by the parties of the second part;

IT IS AGREED that all rubbish and refuse collected by the parties of the second part shall be removed from the beach area at least three (3) times each week and deposited at a spot to be chosen by the City Manager of The City of San Diego;

IT IS FURTHER AGREED that the power equipment used by the parties of the second part shall be equipped with mufflers and that the same shall be used while the work is being done;

For this work the party of the first part agrees to pay the parties of the second part as follows:

From August 27 to October 31, 1945, at the rate of Fifteen Hundred Dollars (\$1500.00) per month, and

From November 1 to December 31, 1945, at the rate of One Thousand Dollars (\$1000.00) per month,

the money for the payment of said work to be provided from the budget of the Public Works Department;

Whenever said second parties shall fail or refuse to comply with any of the terms of this agreement or shall refuse to abide by the decision of the City Manager, as herein provided, within a period of thirty (30) days after notice thereof by the City, then and in that event, this agreement shall terminate and be of no further force and effect.

IN 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 a Resolution 81693 of the City Council authorizing such execution, and the said second parties have hereunto subscribed their names, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part,
By F. A. RHODES
City Manager

R. C. ENGLISH
R. C. English
PETE SNYDER
Pete Snyder
Parties of the Second Part.

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 14th day of August, 1945.

J. F. DuPAUL, City Attorney
By THOMAS J. FANNING
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 \$4,200.00

Dated SEPT 14 1945

J. McQUILKEN By THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL PUB WKS 31-11

Memo R. C. ENGLISH & PETER SNYDER

Beach cleaning

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with R. C. English and Pete Snyder for cleaning beach and ocean frontage; being Document No. 356206.

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 22nd day of June, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter in this agreement referred to as the "City", first party; and the SAN DIEGO UNIFIED SCHOOL DISTRICT, a public agency, hereinafter in this agreement referred to as the "District", second party; and LEO B. CALLAND, hereinafter in this agreement referred to as "Mr. Calland", third party; WITNESSETH:

WHEREAS, it is the mutual desire and intent of the parties hereto that Mr. Calland be employed by the City at an annual salary of \$4875.00, as Assistant to the City Manager, and that he be placed in and take charge of the recreational departments of the City; and that Mr. Calland be employed by the District as Assistant to the Superintendent of Schools at a salary of \$1625.00 for the fiscal year 1945-46, and be placed in and take charge of the recreational departments of the District; NOW, THEREFORE,

For and in consideration of the covenants of the other parties herein made, each party hereto covenants and agrees with the others as follows:

1. The City hereby employs Mr. Calland for one (1) year, beginning July 1, 1945, as Assistant to the City Manager, and agrees to pay him an annual salary of \$4875.00;
2. The District hereby employs Mr. Calland for one (1) year, beginning July 1, 1945, as Assistant to the Superintendent of Schools, and agrees to pay him a salary of \$1625.00 for the fiscal year 1945-46.
3. Mr. Calland is hereby placed in and accepts charge of the recreational departments of both the City and the District for a period of one year, beginning July 1, 1945.
4. Mr. Calland hereby accepts the aforesaid employment, duties and conditions.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO, First Party;
By F. A. RHODES

City Manager

SAN DIEGO UNIFIED SCHOOL DISTRICT
Second Party;

By JAY D. CONNER Acting Superintendent

LEO B. CALLAND Third Party

I hereby approve the form and legality of the foregoing Agreement, this 14th day of June, 1945.

J. F. DuPAUL, City Attorney
By THOMAS J. FANNING

Deputy City Attorney

Approved as to form.

THOMAS WHELAN, District Attorney,
By FRANK T. DUNN

Deputy

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

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

Not to exceed \$4,875.00

Dated July 7 1945

J. McQUILKEN By THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California

To be paid out of Playground & Managers Accounts

Memo LEO B. CALLAND Asst to Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with San Diego Unified School District and Leo B. Calland; being Document No. 356207.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

HA(CAL-4040)cph-107

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SAN DIEGO FOR WATER SERVICE INSTALLATION

The UNITED STATES OF AMERICA, Federal Public Housing Authority, hereinafter called the "Government", and the City of San Diego, a municipal corporation, existing under and by virtue of the laws of the State of California, hereinafter called the "City", agree as follows:

1. In consideration of the City furnishing and installing a 6-inch fire service water main and a 6-inch By-Pass meter, together with the installation of a 6-inch Regulator

for water service connection to be located at about 273 feet westerly from the west line of Rosecrans Street in the City of San Diego, California, to serve Frontier War Housing Project No. CAL-4040-N, the Government agrees to pay the City the actual cost for such water service installation, which cost is estimated by the City to be the sum of \$1,318.39, as set forth and calculated in that certain estimate sheet dated June 7, 1945, by Earl F. Thomas, of the City's Water Distribution Department, which said sheet is incorporated herein by reference thereto. It is agreed that the Government shall, however, in no event be obligated to pay a sum in excess of \$1,500.00 under this contract.

2. The City agrees to maintain in proper working order, so far as practicable and at its own expense, all of the said facilities, which facilities shall be and remain the property of the City.

3. 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. 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 City 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 contract to be duly signed and executed in quintuplicate as of the Twelfth day of July, 1945.

SEAL ATTEST: FRED W. SICK
City Clerk

CITY OF SAN DIEGO
By F. A. RHODES

UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By JOSEPH P. NILAND

For the Federal Public Housing Commissioner

Approved
Regional
Counsel

Appd W. Johnson 7/26/45

Finance and Accounts Region 10 Funds available
Jul 2 1945 for A.S. Osten Regional Accountant RR
ESTIMATE SHEET

Date June 7, 1945
CAL - 4040-N

Location of proposed work Kurtz and Riley Streets

Description of proposed work Install 6" Fire Service & 6" By-Pass Meter & Regulator
Calculated by Earl F. Thomas.

SUMMARY OF ESTIMATED COST

Labor	\$ 37.60
Material (List Below)	235.00
Equipment (List Below)	26.00
Total Direct Charge	\$298.60
Contingent & Overhead 15%	44.79
Ordinance price 6" service & meter, dirt street	975.00
Total estimated cost	\$1318.39

DETAIL OF ESTIMATED COST

EQUIPMENT		LABOR	
Crew Truck	\$ 2.00	3 - hours @ 1.30	\$10.40
Boom Truck	6.00	8 - hours @ 1.20	9.60
Flat Rack	6.00	16 - hours @ 1.10	17.60
	\$ 14.00		\$37.60
Machine Shop	12.00		
	\$ 26.00		

MATERIAL ON HAND	
1 - 6" Gate Valve HE	\$ 34.10
2 - 6" " Fgd.	68.20
2 - 6" 45° Bends Fgd.	14.50
1 - 6" 90° Bends BS	9.00
1 - 6 x 36 Std. Extension	12.00
1 - 6" Sleeve	4.50
72 5/8 x 3 Machine Bolts	3.60
9 Ring Gaskets	9.00
2 - 6" Wyes BBF	65.10
Lead & Fibrex	10.00
1 - Gate Cap & Casing	5.00
	\$235.00

MATERIAL TO BE PURCHASED

NOTE:

6" Regulator to be supplied by Contractor

Meter & Regulator vault to be constructed by Contractor

Vault floor to be placed before Meter & Regulator installed
Regulator to be maintained by Consumer.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water service installation at Frontier War Housing Project; being Document No. 356231.

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

By Francis T. Totten Deputy

THIS AGREEMENT, made and entered into this 6th day of September, 1945, by and between the Treasurer of The City of San Diego, State of California, hereinafter termed the Depositor and WELLS FARGO BANK & UNION TRUST CO., a California Corporation, hereinafter termed the Depositary,

W I T N E S S E T H:

WHEREAS, from time to time bonds are deposited with the said Treasurer of the City of San Diego, by The First National Trust and Savings Bank of San Diego, a national banking association, to secure deposits of the funds of said City of San Diego, made by it with said bank, all in conformity with the laws of the State of California, pertaining to the deposit of such funds with banks; and

WHEREAS, the Treasurer of the City of San Diego is authorized and empowered under and pursuant to the terms of an Act, entitled, "An Act to authorize and control the deposit in banks of money belonging to or in the custody of any county, city and county, city, town, municipality, or other public or municipal corporation within this State and to repeal all acts or parts of acts in conflict with this Act" (California Statutes 1933,

page 642, as amended) to authorize any trust company or trust department of any state or national bank authorized to conduct in this state the business of a trust company (other than said The First National Trust and Savings Bank of San Diego, a national banking association) to act as Agent for the purpose of receiving such bonds and to act as Depositary for the safe-keeping of such bonds; and

WHEREAS, said The First National Trust and Savings Bank of San Diego, a national banking association, has consented that Wells Fargo Bank & Union Trust Co., a California Corporation, herein referred to as Depositary, be appointed and act as Agent for the purpose of receiving said bonds and also to act as Depositary for the safekeeping of said bonds; and

WHEREAS, said Depositor desires to authorize said Trust Department of said Wells Fargo Bank & Union Trust Co., a California Corporation, Agent for the purpose of receiving said bonds, and also as Depositary for the safekeeping of said bonds so deposited with the Depositor by said The First National Trust and Savings Bank of San Diego, a national banking association;

NOW, THEREFORE, IT IS AGREED:

That said Depositary is hereby appointed Agent and agrees to act as Agent for said Depositor for the purpose of receiving and to receive said bonds referred to in this agreement;

That said Depositary is hereby appointed and consents to act as Depositary for the safekeeping of said bonds;

That the particular duties and liabilities of said parties hereto shall be as follows:

(a) The Depositary shall retain all bonds deposited with it in the form in which received but subject at any time to withdrawal or other disposition thereof on the written instructions of the Depositor delivered to the Depositary, and the receipt of said Depositor shall constitute a complete discharge to said Depositary from any and all further liability for any bonds so withdrawn or delivered.

(b) The Depositary shall be responsible for the safekeeping of bonds deposited with it and such deposited bonds shall be deemed a trust deposit and be kept separate and apart from any other securities owned or held by said Depositary.

(c) The Depositary is authorized as Agent to clip the coupons on any of said bonds and to deliver said coupons to whomever said Depositor shall, in writing, direct, or to collect the interest represented by said coupons and to disburse the proceeds thereof in accordance with the written instructions of said Depositor.

(d) The Depositary shall from time to time, and at any time upon the request of the Depositor, issue to said Depositor a receipt for any bonds presently delivered to or held by said Depositary.

(e) This agreement is made subject to and in accordance with the Act hereinabove referred to, and nothing herein shall be construed as altering in any way the rights, duties and liabilities of the parties hereto as set forth in said Act.

(f) This agreement may be terminated at any time by the Depositor upon giving to the Depositary a written notice of such termination, and may be terminated by the Depositary upon ten (10) days' written notice delivered by the Depositary to the Depositor.

(g) The charges for the handling and safekeeping of any bonds herein deposited shall not be a charge against the Depositor but shall be paid by the Bank owning the bonds herein deposited.

IN WITNESS WHEREOF, said Depositor in his capacity as Treasurer of The City of San Diego has affixed his signature hereto, and said Depositary has caused its corporate name to be subscribed hereto by its Officers thereunto duly authorized the day and year hereinabove first written.

R. C. LINDSAY

Treasurer of the City of San Diego

WELLS FARGO BANK & UNION TRUST CO.

By F. J. BRICKWEDEL Vice President

By A. J. CALLAHAN Assistant Trust Officer

The First National Trust and Savings Bank of San Diego, a national banking association, consents to the deposit for safekeeping by the Treasurer of The City of San Diego with the Trust Department of Wells Fargo Bank & Union Trust Co., a California Corporation, of any and all bonds deposited with said Treasurer by said The First National Trust and Savings Bank of San Diego, a national banking association, to secure the deposit of funds of the said City of San Diego with said The First National Trust and Savings Bank of San Diego, a national banking association, and also consents to the appointment of said Wells Fargo Bank & Union Trust Co., a California Corporation, as Agent, for the purpose of receiving said bonds, and agrees to pay any compensation that may accrue to said Wells Fargo Bank & Union Trust Co., a California Corporation, by reason of such services rendered by said Wells Fargo Bank & Union Trust Co., a California Corporation.

THE FIRST NATIONAL TRUST AND

SAVINGS BANK OF SAN DIEGO.

By C. H. MORRISON Vice President

By J. C. NICKLIN Assistant Cashier

(SEAL)

I hereby approve the form of the foregoing Agreement and the foregoing Consent this 13 day of September, 1945.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with The First National Trust and Savings Bank of San Diego and Wells Fargo Bank & Union Trust Co. regarding custody of City bonds and coupons; being Document No. 356233.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Taven Deputy

THIS AGREEMENT made and entered into this 10th day of January, 1941, by and between the Treasurer of the City of San Diego, State of California, hereinafter termed the Depositor and Central Bank, a California Corporation, hereinafter termed the Depositary.

W I T N E S S E T H:

WHEREAS, from time to time bonds are deposited with the said Treasurer of the City of San Diego, by Bank of America National Trust and Savings Association, a national banking association, to secure deposits of the funds of said City of San Diego, made by it with said bank, all in conformity with the laws of the State of California, pertaining to the deposit of such funds with banks, and,

WHEREAS, the Treasurer of the City of San Diego is authorized and empowered under and pursuant to the terms of an Act entitled "An Act to Authorize and Control the Deposit

in Banks of Money belonging to or in the Custody of any County, City and County, City, Town, Municipality, or other Public or Municipal Corporation within the State and to Repeal all Acts or Parts of Acts in Conflict with this Act" (California Statutes 1933 page 642, as amended) to authorize any trust company or trust department of any state or national bank authorized to conduct in this state the business of a trust company (other than said Bank of America National Trust and Savings Association, a national banking association) to act as Agent for the purpose of receiving such bonds and to act as Depositary for the safekeeping of such bonds; and

WHEREAS, said Bank of America National Trust and Savings Association, a national banking association, has consented that Central Bank, a California Corporation, herein referred to as Depositary, be appointed and act as Agent for the purpose of receiving said bonds and also to act as Depositary for the safekeeping of said bonds; and

WHEREAS, said Depositor desires to authorize said Trust Department of said Central Bank, a California Corporation, Agent for the purpose of receiving said bonds, and also as Depositary for the safekeeping of said bonds so deposited with the Depositor by said Bank of America National Trust and Savings Association, a national banking association,

NOW, THEREFORE, IT IS AGREED:

THAT said Depositary is hereby appointed Agent and agrees to act as Agent for said Depositor for the purpose of receiving and to receive said bonds referred to in this agreement;

THAT said Depositary is hereby appointed and consents to act as Depositary for the safekeeping of said bonds;

THAT the particular duties and liabilities of said parties hereto shall be as follows:

(a) The Depositary shall retain all bonds deposited with it in the form in which received but subject at any time to withdrawal or other disposition thereof on the written instructions of the Depositor delivered to the Depositary, and the receipt of said Depositor shall constitute a complete discharge to said Depositary from any and all further liability for any bonds so withdrawn or delivered.

(b) The Depositary shall be responsible for the safekeeping of bonds deposited with it and such deposited bonds shall be deemed a trust deposit and be kept separate and apart from any other securities owned or held by said Depositary.

(c) The Depositary is authorized as Agent to clip the coupons on any of said bonds and to deliver said coupons to whomever said Depositor shall, in writing, direct, or to collect the interest represented by said coupons and to disburse the proceeds thereof in accordance with the written instructions of said Depositor.

(d) The Depositary shall from time to time, and at any time upon the request of the Depositor, issue to said Depositor a receipt for any bonds presently delivered to or held by said Depositary.

(e) This agreement is made subject to and in accordance with the Act hereinabove referred to and nothing herein shall be construed as altering in any way the rights, duties and liabilities of the parties hereto as set forth in said Act.

(f) This agreement may be terminated at any time by the Depositor upon giving to the Depositary a written notice of such termination, and may be terminated by the Depositary upon ten (10) days' written notice delivered by the Depositary to the Depositor.

(g) The charges for the handling and safekeeping of any bonds herein deposited shall not be a charge against the Depositor but shall be paid by the Bank owning the bonds herein deposited.

IN WITNESS WHEREOF, said Depositor in his capacity as Treasurer of the City of San Diego has affixed his signature hereto, and said Depositary has caused its corporate name to be subscribed hereto by its Officers thereunto duly authorized the day and year hereinabove first written.

R. C. LINDSAY
Treasurer of the City of San Diego

CENTRAL BANK, a California Corporation (SEAL)
By JAMES A. WAINWRIGHT Vice President
By F. L. ANDERSON Assistant Trust Officer

Bank of America National Trust and Savings Association, a national banking association, consents to the deposit for safekeeping by the Treasurer of the City of San Diego with the Trust Department of Central Bank, a California Corporation, of any and all bonds deposited with said Treasurer by said Bank of America National Trust and Savings Association, a national banking association, to secure the deposit of funds of the said City of San Diego with said Bank of America National Trust and Savings Association, a national banking association, and also consents to the appointment of said Central Bank, a California Corporation, as Agent, for the purpose of receiving said bonds, and agrees to pay any compensation that may accrue to said Central Bank, a California Corporation, by reason of such services rendered by said Central Bank, a California Corporation.

BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION
By R. J. BARBIERI Cashier
By R. A. NICOLSON Assistant Secretary

(SEAL)

I hereby approve the form of the foregoing Agreement this 29th day of January, 1941.

D. L. AULT, City Attorney

By H. B. DANIEL

Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Central Bank and Bank of America relative to deposit of funds, bonds, etc., being Document No. 356237.

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

By Francis T. Tatten Deputy

A G R E E M E N T

Regarding construction of a building 45 ft. by 50 ft. for use as an auto repair shop which cuts off the residence at the rear of the property from street frontage.

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

Russell E. Osborn, Merritt S. Tinkham, and Edward La Dou, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property: East Fifty (50) feet of Lots One (1) to Four (4) inc. Block Fifty seven (57) Subdivision City Heights, located at (57) Cherokee and University Avenues;

That we desire to construct a 45 ft. by 50 ft. building for use as an auto repair shop on the above described property which will cut off the residence at the rear of the property from street frontage on University Avenue and have applied for a Zone Variance under petition No. 3056, dated August 29, 1945;

That we, in consideration of approval granted by the City of San Diego to construct said building by Zoning Committee Resolution No. 1086, dated August 31, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that the above described property will be retained as one parcel of land under one ownership and the residence will be used by the owners or partner;

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.

EDWARD C. LaDOU, 4506 Terrace Dr. RUSSELL E. OSBORN MERRITT S. TINKHAM
San Diego 4 Cal. 3445 - 42 St. 3669 Univ. Ave.

On this 31st day of Aug. A.D. Nineteen Hundred and 45, before me, C. W. Gilbert a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. C. LaDou, & R. E. Osborn 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) C. W. GILBERT
Notary Public in and for the County of San Diego,
My Commission expires April 4, 1949 State of California

STATE OF CALIFORNIA)
County of San Diego) ss

On this 31st day of August in the year one thousand nine hundred and forty-five before me R.E. Berry a Notary Public in and for the County of San Diego, State of California residing therein, duly commissioned and sworn, personally appeared Merritt S. Tinkham known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.

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

(SEAL) R. E. BERRY
Notary Public in and for the County of San Diego
My Commission expires August, 19, 1947 State of California

RECORDED SEP 13 1945 40 min. past 11 A.M. in Book 1936 at page 380 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Russell E. Osborn et al regarding auto repair shop at Cherokee and University; being Document No. 355965.

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

By Frances T. Patten Deputy

A G R E E M E N T

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

WHEREAS, Herbert F. Schultz is the owner of Lot 1, Block H, of Southlook Addition; NOW, THEREFORE, This AGREEMENT, signed and executed this 4 day of Sep't. 1945, by Herbert F. Schultz that I will, for and in consideration of the permission granted to remove 18 feet of curbing on Jewell Dr. between Teek St. and 37th St., adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

HERBERT F. SCHULTZ
519 Jewell Dr.

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

On this 4th day of September, A.D. Nineteen Hundred and Forty-five, before me, Lucille B. Wilkinson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Herbert F. Schultz known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) LUCILLE B. WILKINSON
Notary Public in and for the County of San Diego,
My Commission expires Aug. 14, 1948 State of California
I HEREBY approve the form of the foregoing agreement this 5th day of September, 1945.

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

RECORDED SEP 13 1945 40 min. past 11 A.M. in Book 1936 at page 381 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Herbert F. Schultz; being Document No. 356039.

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, Lorel Meyers is the owner of Lot D, Block 123, of Mission Beach;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of September 1945 by Lorel Meyers that he will, for and in consideration of the permission granted to remove 18 feet of curbing on Mission Blvd. between San Luis Obispo and Kingston Court, adjacent to the above described property, bind him to, and he does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

LOREL MEYERS
1215 W. Brookes Ave.

Job - 803 San Luis Obispo
STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 4th day of September, 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 Lorel Meyers known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MARIE D. SPARKS
Notary Public in and for the County of San Diego,
My Commission expires Nov. 11, 1947 State of California
I HEREBY approve the form of the foregoing agreement this 13th day of September, 1945.

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

RECORDED SEP 13 1945 40 min. past 11 A.M. in Book 1936 at page 381 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Lorel Meyers; being Document No. 356108.

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

By Francis T. Tatten Deputy

A G R E E M E N T

Regarding maintaining a sign

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

Samuel Kahn and Elizabeth Kahn, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; Lots Five (5) and Six (6) Block Two hundred thirty three (233) Subdivision Middletown, located at 4065 Pacific Boulevard;

That we desire to maintain a sign on the front of the above described property and have applied for a variance to the Setback Ordinance by application No. 3017, dated August 17, 1945; to maintain a nine (9) foot six (6) inch setback;

That we, in consideration of approval granted by the City of San Diego to maintain said sign with a nine (9) foot six (6) inch setback by Zoning Committee Resolution No. 1084, dated August 30, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that when the street is widened the sign will then be moved back to the established setback line without expense to the City;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

SAMUEL KAHN
4065 Pacific Highway

ELIZABETH KAHN
4065 Pacific Highway

On this 16th day of Sept. A.D. Nineteen Hundred and Forty five, before me, L. N. Voeltzela Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Samuel Kahn and Elizabeth Kahn 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) L. N. VOELTZEL
Notary Public in and for the County of San Diego,
State of California

RECORDED SEP 20 1945 19 min. past 1 P.M. in Book 1939 at page 345 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 setback agreement with Samuel & Elizabeth Kahn; being Document No. 356152.

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, John Lee Waller is the owner of 10 2 North Shore Highland and,
(Lots Block Subdivision)

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

THIS AGREEMENT, signed and executed this 4th day of September 1945, by John Lee Waller that he will, for and in consideration of the permission granted to remove 18 feet of curbing on Fanuel Street adjacent to the above described property, bind him to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

JOHN LEE WALLER
1277 - Missouri St. Zone (9)
San Diego, Calif.

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

On this 6th day of September, 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 John Lee Waller known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MARIE D. SPARKS
Notary Public in and for the County of San Diego,
My Commission expires Nov. 11, 1947 State of California
Job - 1277 - Missouri St.

I HEREBY APPROVE the form and legality of the foregoing agreement, this 12th day of September, 1945.

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

RECORDED SEP 20 1945 19 min. past 1 P.M. in Book 1937 at page 454 of Official Records, San Diego Co., Cal Recorded at request of City of San Diego.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 John Lee Waller; being Document No. 356163.

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, Charles H. Clinkscales is the owner of Lots 37 - 38 - 39 - 40, Block 36, of H. P. Whitneys Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of September, by Charles H. Clinkscales that I will, for and in consideration of the permission granted to remove 90 feet of curbing on Main between 31st St and 32nd St, adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

CHAS. H. CLINKSCALES
3162 Main St

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

On this 7th day of September, A.D. Nineteen Hundred and Forty Five, before me, Clyde M. Richards, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. H. Clinkscales known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

(SEAL) CLYDE M. RICHARDS
Notary Public in and for the County of San Diego,
My Commission expires June 11, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 13th day of September, 1945.

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

RECORDED SEP 20 1945 19 min. past 1 P.M. in Book 1947 at page 179 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Charles H. Clinkscales; being Document No. 356201.

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, San Diego Electric Railway Company is the owner of Part of Lot 5, Pueblo Lot No. 1111, Block _____, of _____

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of September, by San Diego Electric Railway Company that it will, for and in consideration of the permission granted to remove sixteen feet of curbing on Adams Avenue between Florida Street and Alabama Street adjacent to the above described property, binds itself to, and _____ hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

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

SAN DIEGO ELECTRIC RAILWAY COMPANY
By D. E. HANSON
D. E. Hanson Secretary
206 Union Bldg., San Diego, Calif.

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

On this 13th day of September, 1945, before me, Fay W. Richards, a Notary Public in and for said County and State, personally appeared D. E. Hanson, known to me to be the Secretary of the Corporation that executed the within instrument, known to me to be the person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) FAY W. RICHARDS
Notary Public in and for said County and State

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

On this 8th day of September, A.D. Nineteen Hundred and forty-five before me M.M. Widenor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. E. Hanson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that 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.

(SEAL)

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

I hereby approve the form of the foregoing agreement this 15th day of September, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED SEP. 20 1945 19 min. past 1 P.M. in Book 1940 at page 288 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

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

VIRGINIA WEBER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from San Diego Electric Railway Company; being Document No. 356235.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

This Agreement made and entered into this _____ day of _____, 1945 by and between The City of San Diego, a municipal corporation in the County of San Diego, State of California, first party, and Settimio Pifari and Catherina Pifari, husband and wife, as joint tenants, of the City of San Diego, California, herein designated the second party, WITNESSETH:

THAT WHEREAS, said first party is acquiring for water distribution purposes that portion of Lot 162, Encima De San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof No. 1546, filed in the Office of the County Recorder of said County of San Diego, lying southerly from a line drawn parallel with and distant 60.00 feet southerly from the southerly line of Benson Avenue, formerly Boston Avenue, as shown on said Map No. 1546, and, easterly from the following described line:

Commencing at the point of intersection of the southerly line of Benson Avenue with a southwesterly line of Aviation Drive, formerly Lot A, as shown on said Map No. 1546; thence along the southerly line of said Benson Avenue north 89° 11' west a distance of 65.00 feet to a point; thence south 0° 49' west a distance of 60.00 feet to the true point of commencement; thence continuing south 0° 49' west 181 feet, more or less, to an intersection with the center line of said Aviation Drive; said above described land being shown on Drawing 2925-B (Revised) on file in the Office of the City Engineer; and,

WHEREAS, said second party is the owner of record of said above described land and is willing and able to deliver title to said first party for a consideration of One Thousand Dollars (\$1,000.00); and,

WHEREAS, a large pile of stones now exists on said above described land, which stones are and shall remain the property of said second party; and

WHEREAS, for the purposes of construction of an elevated water tank on said land it may be necessary that a road be constructed up the hill upon, through, and over portions of said Benson Avenue and contiguous to and across a portion of said second party's land not conveyed to said first party, and

WHEREAS, a small frame house now stands upon said land to be acquired by said first party,

NOW THEREFORE,

IT IS AGREED as follows:

(1) That said pile of stones shall be allowed to remain on said land for a period of three (3) years from date of this agreement, but shall be removed therefrom by said second party at his own expense within such term:

(2) That said first party shall for purposes of construction of said water tank and appurtenances, have free and uninterrupted rights of ingress and egress over and across that portion of said second party's land lying between the north line of the parcel of land in said Lot 162 being acquired by said first party from said second party and the south line of Benson Avenue, shown shaded in yellow on the copy of City Engineer's Drawing 2925-B (Revised) hereto attached and made a part hereof, and, upon completion of said work of construction, said second party's land so used for access purposes shall be left free and clean of debris or refuse and the surface of the ground, if disturbed, shall be left in the same condition that existed when said work was begun.

(3) That said existing frame house shall be removed from said land being acquired by said first party by and at the expense of said second party within 60 days from date of passage of resolution of the Council of said City authorizing execution of this agreement, said removal to be to a location that will not interfere with the construction operations above mentioned; should said structure not be removed as above agreed, then and in that event only, said First Party shall have the right to remove the same from said land at the expense of said second party, free from claims for damages for such act;

(4) Upon the completion of construction of said water tank and the installation of the water main to connect thereto, said First Party shall make service connection for said second party at a convenient location near the top of the hill, provided the same does not conflict with requirements of city ordinances governing the same now in effect;

(5) That the stipulated price of One Thousand Dollars for conveyance to said First Party by said Second Party of the lands hereinabove described includes payment for all severance damages and all other damages of every kind or nature that may be suffered by said Second Party by reason of conveyance of said land to said First Party or the work to be done thereon or because of any occurrence that may result from the performance of any provision of this agreement;

(6) That time shall be of the essence of this agreement and of every provision thereof.

(7) That this agreement shall be binding upon the parties hereto and their respective successors in interest.

IN WITNESS WHEREOF this agreement is executed by the City Manager, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81617 of the Council authorizing such execution, and said Settimio Pifari and Catherina Pifari, as Second Party hereto have hereunto subscribed their names the day and year in this agreement first above written.

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

SETTIMIO PIFARI
CATERINA PIFARI
Second Party

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) ss

On this eighteenth day of July A.D. Nineteen Hundred and forty-five before me B. J. Smith a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Settimio Pifari and Caterina Pifari known to me to be the persons described in and whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

Witness My Hand and Official Seal the day and year in this certificate first above written.

(SEAL) 3967 Notary Public in and for the County of San Diego,
My Commission expires January 15, 1945 State of California
I hereby approve the form and legality of the foregoing agreement this 10th day of August, 1945.

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

RECORDED at request of Union Title Insurance & Trust Co. AUG 25 1945 9 A.M. in Book 1899 Page 475 of Official Records, San Diego County, Calif.

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 Agreement with Settimio and Caterina Pifari relative to Lot 162 Encino De San Diego; being Document No. 356286. Map #2925-B attached to original agreement.

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

FOR PARTIAL USE AND OCCUPANCY OF CITY STADIUM

THIS AGREEMENT, entered into this 19th day of September, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the State of California, party of the first part, hereinafter sometimes referred to as the "City", acting by and through the City Manager thereof, and FRANK J. GUTHRIE and TOM H. HAYNES, residents of the City of San Diego, parties of the second part, WITNESSETH:

That party of the first part, upon the terms and conditions, for the purposes, at the time and for the consideration hereinafter expressed, does hereby grant to parties of the second part the right to use and occupy the track at the Municipal Stadium in the City of San Diego, together with the right to the use of such stadium, with the exception of turf and football field. Parties of the second part shall also have the use of all ticket offices and one locker room at the time of the event.

1. The period for which said right is given shall begin on the 19th day of September, 1945 and continue until the first day of January, 1947; except that this contract shall not be operative during the months of April and May, 1946, at which time said premises are to be used by the city school track team.

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

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

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

4. It shall be the obligation of parties of the second part to prepare and maintain the track, construct barriers and crash walls completely around the arena of the lessee and such other barriers as may be necessary to keep said midget automobiles off the football field and also to protect persons seated in the Stadium. The parties of the second part shall be responsible for any damage to the Stadium, grounds or buildings etc., when parties of the second part have jurisdiction and control of said premises.

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

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

pay and discharge all final judgments that may be rendered in such suit or action.

7. Parties of the second part shall carry compensation insurance sufficient to cover all of their employees, and shall furnish to the City a certificate of the insurance carrier issuing such policy. They shall file with the City an insurance policy in a company approved by the City, insuring to The City of San Diego, which by its terms shall indemnify said City for any loss, damage or liability suffered by the City by reason of the existence of this agreement and the use and occupation of said track, stadium and premises mentioned herein by parties of the second part. The amount of said policy shall be Fifty Thousand Dollars (\$50,000.00) against loss or liability arising by injury or death of one person and One Hundred Thousand Dollars (\$100,000.00) against loss or liability arising by injury or death of two or more persons in any one accident; said policy of insurance shall be maintained during the entire period covered by this agreement.

8. In consideration of the rights and privileges hereby granted, parties of the second part covenant and agree to pay to said City the sum of Two Hundred Fifty Dollars (\$250.00) or a minimum of 15% of the gross receipts, whichever happens to be the larger for each time that the parties of the second part shall use said premises; said gross receipts shall be understood to be the sum remaining after Federal, State and City Taxes, if any, are deducted; said payment however, to be made on the day following the use of the said premises by the parties of the second part; provided however, that no rental shall be payable for any week during which the parties of the second part cannot, in their judgment, when in writing concurred in by the Director of Stadium and Playgrounds of the City, operate said races profitably because of rain, or other weather conditions, public catastrophe, or other act of God.

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

9. The parties of the second part agree to pay to the City the sum of twenty-one Dollars (\$21.00) for lights on each and every night that said parties of the second part use the same.

The parties of the second part agree to pay for the adjustment and change of the lights from the football field to the racetrack and also the change back to the football field, each time that it is necessary to change said lights. An estimate of the cost necessary for making such change to be furnished said second parties by the City Electrical Department.

10. Parties of the second part agree to keep the track graded and to make any and all repairs to any damage caused by equipment used upon the field and to clean the seats of the Stadium on the day following the use thereof by the parties of the second part.

11. It is further understood and agreed that the parties of the second part will provide all cars used in racing with mufflers and that the failure to keep said cars muffled to the satisfaction of the Manager of The City of San Diego shall be grounds for the termination of this contract.

It is also understood and agreed that the public address system shall be used in such manner as not to cause annoyance to Quintard Hospital and residents living in this neighborhood.

It is further agreed and understood that the last race will end at 10 o'clock p.m., on such nights as the Stadium is used for racing purposes.

12. The parties of the second part agree to restore the curve at the north end to its original condition, which makes it an official one-fourth (1/4) mile track by the end of March, 1946, in time for the track meets of April and May, 1946.

The expense of changing the curve to its original condition and the proper reconditioning of the track for the spring track meets, shall be borne by the parties of the second part.

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

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

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed in its name by the City Manager, hereunto duly authorized by Resolution No. 81779, and parties of the second part have hereunto subscribed their names the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO,
Party of the First Part;
By F. A. RHODES
City Manager

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

I HEREBY APPROVE the form and legality of the foregoing Agreement, for Partial Use and Occupancy of City Stadium, this 20th day of September, 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 Frank J. Guthrie and Tom H. Haynes for use of City Stadium for midget auto races; being Document No. 356342.

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

By F. J. 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, Sydney Hammond Smith is the owner of Lot Pueblo Lot 1167, Block _____, of _____,

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of September 1945 by Sydney Hammond Smith that he will, for and in consideration of the permission granted to remove 24 feet of curbing on Main between Rigel and Siva adjacent to the above described property, bind himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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 agreement herein named.

SYDNEY HAMMOND SMITH
3350 Main Street

STATE OF CALIFORNIA,

County of San Diego.

ss.

On this 19 day of Sept., 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 Sydney Hammond Smith known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

JOSEPH FILIPPI

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Nov. 21, 1948 State of California

I hereby approve the form of the foregoing agreement this 20th day of September, 1945.

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

RECORDED SEP 26 1945 2 P.M. in Book 1944 at page 296 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Sydney Hammond Smith; being Document No. 356347.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

HA(CAL-4151)cph-102

LEASE BETWEEN THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION IN
THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, AND THE FEDERAL
PUBLIC HOUSING AUTHORITY, UNITED STATES OF AMERICA.

1. THIS LEASE, made and entered into this 1st day of July, in the year one thousand nine hundred and forty-five, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, hereinafter called the Lessor, and the UNITED STATES OF AMERICA, acting by and through the Federal Public Housing Authority, hereinafter called the Government, WITNESSETH:

2. The Lessor hereby leases to the Government the following described premises, viz: All that portion of Pueblo Lot 1311 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to the Map thereof made by James Pascoe, a copy of which map is filed as Miscellaneous Map No. 36, in the Office of the County Recorder of said County of San Diego, bounded and described as follows:

PARCEL 1:

That portion of said Pueblo Lot 1311 bounded on the north by the southeasterly line of La Jolla Shores Drive and the following described line: Commencing at a point in a concrete monument located on a line drawn parallel with and distant 25 feet westerly at right angles from the center line of the pavement on Torrey Pines Road in said Pueblo Lot 1311, which point bears North 11° 07' East 1707.84 feet from the point of intersection of said parallel line with the southerly line of said Pueblo Lot 1311; thence North 78° 53' West a distance of 257.23 feet to an intersection with the southeasterly line of said La Jolla Shores Drive;

Bounded on the south by the following described line: Commencing at a point on the westerly line of said Pueblo Lot 1311 which bears North 0° 50' 30" East 60 feet from the southwesterly corner of said Pueblo lot 1311; thence northeasterly on a direct line to a point on the center line of the pavement on said Torrey Pines Road as located at the date of this lease which bears North 11° 07' East 434 feet from the point of intersection of said pavement center line with the southerly line of said Pueblo Lot 1311;

Bounded on the East by a line drawn parallel with and distant 50 feet westerly at right angles from the center line of the pavement on Torrey Pines Road as said pavement is located at the date of this lease;

Bounded on the west by a line drawn parallel with and distant 60 feet easterly at right angles from the westerly line of said Pueblo Lot 1311.

PARCEL 2:

An easement for the purpose of a right of way for a street or highway, through, over, along and across a portion of said Pueblo Lot 1311, said easement being 25.00 feet in width, 12.50 feet on each side of the following described center line:

Commencing at a point on the center line of the pavement on said Torrey Pines Road as located at the date of this lease distant 15.00 feet northerly at right angles from the southerly line of said Pueblo Lot; thence north 89° 04' West on a line parallel with the southerly line of said Pueblo Lot 1311 a distance of 87.00 feet to the point of a tangent curve concave to the northeast having a radius of 165.00 feet; thence westerly, northwesterly and northerly along the arc of said curve a distance of 226.67 feet to a

point of tangency; thence northerly tangent to said curve to an intersection with the southerly boundary line of Parcel 1; EXCEPTING the area within Torrey Pines Road.

Excepting and reserving to The City of San Diego an easement for the purpose of maintenance, repair and/or reconstruction of a water pipe line with the right of ingress and egress through, over and across a strip of land 10.00 feet in width, 5.00 feet on each side of the following described line:

Commencing at a point on a line drawn parallel with and distant 50 feet westerly at right angles from the center line of the pavement on Torrey Pines Road in said Pueblo Lot 1311, as said pavement is located at the date of this lease, which bears North 11° 07' East 487 feet from the intersection of said parallel line with the southerly line of said Pueblo Lot 1311; thence westerly on a direct line to a point on a line drawn parallel with and distant 60 feet easterly at right angles from the westerly line of said Pueblo Lot 1311 which bears North 0° 50' 30" East 556.80 feet from the intersection of said last described parallel line with the southerly line of said Pueblo Lot 1311.

to be used exclusively for the purposes of war housing.

3. TO HAVE AND TO HOLD the said premises, with their appurtenances, for the term beginning July 1, 1945 and ending June 30, 1946.

4. That the Government shall operate, maintain, manage and supervise the housing units located upon the herein demised premises and shall not transfer such operation, maintenance, management or supervision to any other than the Government, and the agents and servants of the Government.

5. This lease may at the option of the Government be renewed from year to year at a rental of Three Hundred Dollars (\$300.00) per annum, and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least sixty (60) days before this or any renewal thereof would otherwise expire; provided no renewal thereof shall extend the period of occupancy of the premises beyond fifteen (15) years from and after the 30th day of June, 1945.

6. The Government shall not erect any buildings or structures on the leased premises within twenty (20) feet of the boundary line of said leased premises.

7. The fence to be erected by the Government on the property line of the leased premises along Torrey Pines Road.

8. The Lessor will permit the Government to take water for its requirements from the Lessor's existing water mains or tanks, such water to be metered and paid for by the Government at the rates established therefor by City Ordinance. In this connection it is understood and agreed that the Lessor shall be under no obligation to extend its existing water distribution lines in order to supply the Government with water.

9. The Government shall have the right during the existence of this lease to attach fixtures and erect structures or signs so placed in or upon or attached to the said premises shall be and remain the property of the Government and shall be removed therefrom by the Government prior to or within a reasonable time after the termination of this lease; and the Government, if required by the Lessor, shall before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease.

10. The Government shall pay the Lessor for the use of the premises rent at the following rate: Three Hundred Dollars (\$300.00) per annum. The Treasurer of the United States of America, on order of Federal Public Housing Authority, is hereby designated to pay said rental. Payment shall be made at the end of each fiscal year as of June 30th.

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

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

ATTEST: FRED W. SICK (SEAL)
City Clerk

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By PHILIP M. KLUTQUICK
Federal Public Housing Commissioner
J. F. DuPAUL, City Attorney
By EDWARD H. LAW
Deputy City Attorney

I HEREBY APPROVE the form of the foregoing Lease, this 2nd day of August, 1945.

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 9th day of August, A.D., 1945, before me, August M. Wadstrom, a Notary Public in and for said County and State, personally appeared F. A. Rhodes, known to me to be the City Manager of The City of San Diego, and known to me to be the person who executed the foregoing instrument for and on behalf of said The City of San Diego, and duly acknowledged to me that he executed the same.

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

(SEAL) 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 Lease with Federal Public Housing Authority for Camp Callan Housing Area; being Document No. 356349.

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

By F. A. Rhodes 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 27th day of September, 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 herein-after 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 42ND STREET-EDGEWARE ROAD WATER MAIN, consisting of approximately 3,065 lineal feet of 16-inch 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 Aug. 28, 1945, marked Document No. 355902; 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 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, 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, 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 3 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	12.00
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	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 were 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

ERNEST J. BOUD

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK City Clerk

By CLARK M. FOOTE JR.

Deputy (SEAL)

WALTER H. BARBER

Contractor

I hereby approve the form and legality of the foregoing contract this first day of October, 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 bonded unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Sixty-five hundred and forty-eight dollars (\$6548.00) (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 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 27th day of September 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 42nd Street-Edgeware Road Water Main, consisting of approximately 3,065 lineal feet of 16-inch 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 August 28, 1945, marked Document No: 355902; 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.

WALTER H. BARBER

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety

By GEO. H. MURCH, Attorney in Fact (SEAL)

ATTEST: M. SHANNON

STATE OF CALIFORNIA,)

ss..

County of San Diego

On this 27th day of September, before me, Marston Burnham, in the year one thousand and 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 foregoing Bond this first day of October 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 2nd day of October 1945.

HARLEY E. KNOX

G. C. CRARY

CHAS. C. DAIL

CHARLES B. WINCOTE

ERNEST J. BOUD

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK City Clerk (SEAL)

By CLARK M. FOOTE JR.

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 bonded unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Sixty-five hundred and forty-eight Dollars (\$6548.00) (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 27th day of September 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 42ND STREET-EDGEWARE ROAD WATER MAIN, consisting of approximately 3,065 lineal feet of 16-inch 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 August 28, 1945, marked Document No. 355902, 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 Sixty-five hundred and forty-eight Dollars (\$6548.00), 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 11840 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 hereunto affixed, the day and year first herein-

above written.

WALTER H. BARBER
Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY
Surety (SEAL)
By GEO. H. MURCH, Attorney in Fact

ATTEST: M. SHANNON

STATE OF CALIFORNIA }
County of San Diego } ss

On this 27th day of September, 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.

(SEAL) MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California
My Commission expires April 27, 1946
I hereby approve the form of the within Bond this first day of October 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 2nd day of October 1945.

HARLEY E. KNOX
G. C. CRARY
CHAS. C. DAIL
CHARLES B. WINCOTE
ERNEST J. BOUD
WALTER W. AUSTIN
Members of the Council

ATTEST: FRED W. SICK (SEAL)
City Clerk
By CLARK M. FOOTE JR.
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Walter H. Barber for 42nd Street-Edgeware Road Water Main; being Document No. 356569.

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

By J. F. DuPaul Deputy

A G R E E M E N T
FOR ALLOCATION OF STATE AID TO LOCAL AGENCIES
FOR CIVILIAN DEFENSE PURPOSES

Application No. 382

1. This Agreement made and entered into in triplicate this 4th day of September 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 Six Hundred Fifty-four and No/100 (\$654.00) 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 August 1, 1945 to and including February 1, 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 Six Hundred Fifty-four and No/100 (\$654.00) Dollars. Such reimbursement will be made upon receipt of satisfactory invoices in duplicate, supported by paid vouchers, if available, or if such vouchers are retained as part of the records of Local Agency the hereinbefore mentioned invoices shall 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. It is mutually agreed 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 31st day of July, 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.

CITY OF SAN DIEGO	STATE OF CALIFORNIA
Local Agency	By JAMES S. DEAN
By F. A. RHODES	Director of Finance
Title City Manager	

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State of California for funds for child care; being Document No. 356350.

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

By F. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CABRILLO LAND COMPANY, as Principal and HARTFORD ACCIDENT & INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT HUNDRED FORTY-EIGHT and no/100 Dollars (\$848.00), lawful money of the United States of America, to be 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 September, 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, 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.

CABRILLO LAND COMPANY
G. M. JACKSON
Principal

ATTEST: H. S. BELL

ATTEST: _____
HARTFORD ACCIDENT & INDEMNITY COMPANY
By GEO. H. MURCH, Attorney in Fact
Surety (SEAL)

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

On this 20th day of September, before me, Marston Burnham, in the year one thousand and 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.

(SEAL) MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California
My Commission expires April 27, 1946
I hereby approve the form of the within Bond, this 21st day of September, 1945.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 21st day of September 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 20 day of September, 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 CABRILLO LAND 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. 355522, during the period beginning September 6, 1945 and ending September 5, 1946. 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 furnish the City with sufficient iron barrels to store such quantities of asphalt as are required by the City at 20th and B Streets, during the period of this contract.

Said contractor hereby agrees to furnish and deliver said paving asphalt at the price of \$3.39 per 42-gallon barrel. Said price per barrel includes the California State Sales Tax. The City of San Diego agrees to pay any additional tax imposed by law over

taxes now existing in the event the City is not exempt from such tax and to pay any increase in transportation costs or rates transporting said paving asphalt from point of origin to the City.

Should the contractor, during the life of this agreement, contract to deliver steam-refined paving asphalt, penetration grade 150 to 200, to any other governmental body located in the immediate territory and in similar quantities at lower prices than hereinabove mentioned, contractor agrees to immediately notify said City and make such lower prices available to The City of San Diego for such period of time as said lower prices are in effect to such other governmental body.

The City agrees that it will purchase from the contractor, during the period of this contract, all of its requirements of said paving asphalt and that the minimum total requirements during the period from September 6, 1945 to September 5, 1946, 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 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 make monthly payments for paving asphalt 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 has been 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. 31689 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

CABRILLO LAND COMPANY

G. M. JACKSON Pres.

Contractor

ATTEST: H. S. BELL

I hereby approve the form and legality of the foregoing contract this 21st day of Sept. 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 Cabrillo Land Company for furnishing paving asphalt; being Document No. 356355.

FRED W. SICK

City Clerk of the City of San Diego, California

By

[Signature]

Deputy

KNOW ALL MEN BY THESE PRESENTS, That DALEY CORPORATION, as Principal and PACIFIC EMPLOYERS INSURANCE COMPANY a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWENTY-SEVEN THOUSAND FIVE HUNDRED Dollars (\$27,500.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 17th day of September, 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 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, 1945 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.

ATTEST: HOPE WILLIAMS

DALEY CORPORATION
G. R. DALEY
Principal
PACIFIC EMPLOYERS INSURANCE COMPANY
By J. S. REILLY, Attorney in Fact
Surety (SEAL)

ATTEST: _____

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

On this 17th day of September, 1945, before me, C. D. Moore a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared J. G. Reilly personally known to me to be the person whose name _____ subscribed to the within instrument, and he duly acknowledged to me that he executed the same.

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

(SEAL)
My Commission expires August 28, 1948

C. D. MOORE
Notary Public in and for the County of San Diego,
State of California
I hereby approve the form of the within Bond, this 20th day of September, 1945.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney
I hereby approve the foregoing bond this 21st day of September, 1945.
F. A. RHODES
City Manager

Premium for this Bond is \$137.50

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 17th day of September, 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 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, 1945, and ending August 31, 1946; all in accordance with the specifications therefor contained in Document No. 355527, on file in the office of the City Clerk of said City.

Deliveries of the above specified materials shall be made f.o.b. City's trucks, at the corner of Mission Valley Road and Ward Road, San Diego, California.

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

ASPHALTIC CONCRETE BASE:
Under 100 tons, per ton.....\$ 3.62
100 to 200 tons, per ton.....\$ 2.75
Over 200 tons, per ton.....\$ 2.75

ASPHALTIC WEARING SURFACE:
and/or SHEET WEARING SURFACE:
Under 100 tons, per ton.....\$ 4.46
Over 100 tons, per ton.....\$ 3.67

PLANT MIXED SURFACING:
Under 100 tons, per ton....\$ 3.10
100 to 200 tons, per ton.....\$ 2.75
Over 200 tons, per ton.....\$ 2.75

Said prices do not include the California State Sales Tax.

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

For asphaltic concrete base:
Under 100 tons, per ton.....\$3.62 plus Cal. sales tax
100 to 200 tons, per ton.....\$2.75 " " " "
Over 200 tons, per ton.....\$2.75 " " " "

For asphaltic wearing surface, and/or sheet wearing surface:
Under 100 tons, per ton.....\$4.46 " " " "
Over 100 tons, per ton.....\$3.67 " " " "

For plant mixed surfacing:
Under 100 tons, per ton.....\$3.10 " " " "
100 to 200 tons, per ton.....\$2.75 " " " "
Over 200 tons, per ton.....\$2.75 " " " "

The City's minimum requirements for the four types of asphalt patching materials will be approximately 25,000 tons.

Payment will be made for said materials 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 have been 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. 81688 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

DALEY CORPORATION

(SEAL)

By G. R. DALEY President

Contractor

ATTEST: HOPE WILLIAMS

I hereby approve the form and legality of the foregoing contract this 20th day of September, 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 Daley Corporation for furnishing street patching and repairing materials; being Document No. 356365.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. Patten Deputy

THIS AGREEMENT, made and entered into this 17th day of September 1945,, by and between THE CITY OF SAN DIEGO, a municipal corporation, acting through the City Manager thereof, hereinafter referred to as the City, first party, and SAN DIEGO GAS AND ELECTRIC COMPANY, a corporation, hereinafter referred to as the Company, second party, WITNESSETH:

THAT WHEREAS, it is necessary in the interest of public convenience that the City make arrangements for the payment of water bills at various locations throughout the City rather than to require payment of such bills at the office of the City Treasurer in the Civic Center Building; and

WHEREAS, the San Diego Gas and Electric Company maintains branch offices in suitable and convenient locations within the City, and is willing to act as a collection agency for the payment of city water bills, upon the terms and conditions hereinafter set forth:

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

The City does hereby appoint the Company, effective September 17, 1945, as a collection agency to receive payment of city water bills on behalf of the City and to issue receipts for such payments. Said payments may be made and receipts issued at the main office of the Company and at the following branch offices of the Company: In Hillcrest, at 511 University Avenue; in North Park, at 2859 University Avenue; in East San Diego, at 4219 University Avenue; in Logan Heights, at 2214 Logan Avenue.

The Company agrees faithfully to perform said duties of collection agency and to account for all moneys collected by it to the Treasurer of the City of San Diego, turning all moneys so collected over to said City Treasurer at such times and in such manner as he may direct.

In consideration of the performance of said services the City agrees to pay the Company monthly a sum equal to one-half of one per cent (1/2 of 1%) of the total amount of such collections made by the Company during the preceding month.

It is further understood and agreed that this contract may be terminated by either the City or the Company upon thirty (30) days' written notice, and that the same shall continue until so terminated.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the party of the second part has caused this instrument to be executed and its corporate name and seal to be hereunto attached, by its proper officers thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

F. A. RHODES

City Manager

SAN DIEGO GAS AND ELECTRIC COMPANY

By HANCE H. CLELAND President

ATTEST: R. C. CAVELL

Secretary

(SEAL)

I HEREBY APPROVE the form of the foregoing Agreement this 15th day of September, 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 water bill collections; being Document No. 356366.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. Patten

Deputy

HA(CAL-4782)cph 117

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND

THE CITY OF SAN DIEGO RELATIVE TO PAYMENT FOR A STORM DRAIN

This contract, made and entered into this 26th day of February 1945, 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 the laws of California, hereinafter called the "City",

WITNESSETH

WHEREAS, the Government in developing and constructing Project No. CAL-4782, consisting of approximately 1600 dwellings located in the City, determined that a 54" drainage main was required to handle the runoff of excess surface and storm waters which would otherwise accumulate on the project site, and

WHEREAS, the City had heretofore determined to construct a 24" storm drain to serve the same general area in which the project is located, and

WHEREAS, the City and the Government in order to avoid duplication of work, unnecessary tearing up of streets and blocking of traffic find it desirable to eliminate the smaller 24" drain and to construct a single 54" drain, and

WHEREAS, the City has expressed its willingness to construct the 54" storm main provided the Government would participate in the increased expense involved.

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

1. The City agrees to construct and maintain approximately 224 feet of 54" storm drain located as follows:

Commencing on the south side of West Point Loma Boulevard running thence northwest 224' to a natural waterway on the north side of West Point Loma

Boulevard, being a location immediately west of Midway Drive,

to provide drainage for the excess surplus water collected on the site of Project CAL-4782 and on adjoining areas in the City.

2. The Government agrees to pay to the City the sum of Two Thousand Four Hundred Sixty One Dollars and Eighty-six cents (\$2461.86) being the agreed difference between the cost of constructing the 24" drain and the 54" drain.

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 City shall include the foregoing provision in all subcontracts for any part of the work of this Contract.

CITY OF SAN DIEGO

By F. A. RHODES

Acting City Manager

SEAL

ATTEST:

UNITED STATES OF AMERICA

By ARTHUR B. GALLION

For the Federal Public Housing Commissioner

Finance and Accounts Region 10 Funds available MAR 14 1945

MB for A. S. OSTEN Regional Accountant

Approved Regional Counsel

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States regarding payment for construction of storm drain; being Document No. 356371.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. Patten

Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 337 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 Bertolino, a single man is the owner of Lot Ten (10) and Eleven (11) Block 175, of San Diego Land and Town Company's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of Aug. 1945, by Frank Bertolino that he will, for and in consideration of the permission granted to remove 18 feet of curbing on Logan between Sampson and Evans, adjacent to the above described property, bind him to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself heirs 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 BERTOLINO
2140 Logan Ave.

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

On this 19th day of Sept., 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 Frank Bertolino known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires July 17, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 24th day of September, 1945.

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

RECORDED SEP 26 1945 2 P.M. in Book 1927 at page 399 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Frank Bertolino; being Document No. 356378.

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

By FT Patten Deputy

A G R E E M E N T

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

WHEREAS, A. H. Ebright is the owner of Lot 25 x 50 ft. of Lot G, Block 106, of Horton's Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of September, 1945, by A. H. Ebright that he will, for and in consideration of the permission granted to remove 20 ft. feet of curbing on J St. between 12th and 13th 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 agreement herein named.

A. H. EBRIGHT
2131 Albatross St.

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

On this 21st day of September, A.D. Nineteen Hundred and forty-five before me Marguerite V. Johnson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. H. Ebright known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Dec. 21, 1948 State of California

I hereby approve the form of the foregoing agreement this 24th day of September, 1945.

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

RECORDED SEP 26 1945 2 P.M. in Book 1944 at page 303 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from A. H. Ebright; being Document No. 356379.

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

By FT Patten Deputy

A G R E E M E N T

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

WHEREAS, Charles D. McFarland is the owner of Lot Portion of Lot 9, Block____, of La Mesa Colony;

NOW, THEREFORE, This AGREEMENT, signed and executed this 11 day of Sept. 1945, by Charles D. McFarlane that he will, for and in consideration of the permission granted to remove 18' feet of curbing on El Cajon Blvd. between 62nd and Seminole Drive, adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

CHARLES D. McFARLANE
6235 El Cajon Blvd.

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

On this 12th day of September, A.D. Nineteen Hundred and Fourty Five, before me, Howard L. Herr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Charles D. McFarlane known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 October 5, 1946 State of California

I HEREBY approve the form of the foregoing agreement this 24th day of September, 1945.

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

RECORDED SEP 26 1945 2 P.M. in Book 1944 at page 304 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 Curb Removal Agreement from Charles D. McFarlane; being Document No. 356380.

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

By F. W. SICK 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 TWO THOUSAND SIX HUNDRED THIRTY-ONE Dollars (\$2,631.00), lawful money of the United States of America, to be 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 September, 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, 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.

ATTEST: B. W. SMITH J. R. TOWNSEND CO., INC.
W. W. REID
Principal (SEAL)
GREAT AMERICAN INDEMNITY COMPANY
By L. DOSTER
By E. K. JAMES
Attorneys in fact
Surety (SEAL)

ATTEST: I hereby approve the form of the within Bond, this September 25, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this____day of September 1945.

F. A. RHODES
City Manager

STATE OF CALIFORNIA)
County of San Diego) ss

On this 20th day of September 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 20th day of September, 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: 2 trucks, chassis and cabs, White WA-22, equipped with Gar Wood dump body, Model W-12, approximately 10' long, 6'6" wide, 22-1/2" deep with 29" ends of 3/16" steel and F&B Gar Wood Hoists, according to specifications therefor on file in the Clerk's office under Document No. 355606.

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

2 trucks, chassis and cabs, as hereinabove described, for the price of \$5,260.65 each. Said price includes the California State sales tax but does not include the Federal excise tax.

Said contractor agrees to complete delivery on or before the 15th day of December, 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 warrant drawn upon the proper fund of said City, the following sum, to-wit:

Ten Thousand Five Hundred Twenty-one and 30/100 Dollars (\$10,521.30), which said sum includes the California State Sales Tax.

Payment will be made for said material in accordance with purchase order and delivery.

Said parties agree that there shall be no obligation to deliver the said product when and while, and to the extent that the 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.

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 have been 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. 31718 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

J. R. TOWNSEND CO., INC.
W. W. REID

Contractor (SEAL)

ATTEST: B. W. SMITH

I hereby approve the form and legality of the foregoing contract this 25th day of September, 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 2 trucks, chassis, cabs, bodies and hoists; being Document No. 356451.

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

By HT Patten Deputy

R E L E A S E

The undersigned hereby releases now and forever, the United States Government from any and all **claims** for rental that may have accrued or may accrue, and any and all other claims it may have or claim arising out of or incidental to the use and/or occupancy of the following described property.

A parcel of land located in Presidio Park and known as Block 440, County of San Diego, City of San Diego, California.

From the 1 day of March 1943 to the 12th day of September 1945.

City of San Diego
By F. A. RHODES
City Manager
Civic Center, S.D.

A. E. CURTIS
253 Civic Center

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release of United States Government on land located in Presidio Park, known as Block 440; being Document No. 356459.

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

By HT Patten Deputy

R E L E A S E

The undersigned hereby releases now and forever, the War Department of the United States Government from any and all claims arising out of or incidental to the use and/or occupancy of the following described property.

Site 56a in Balboa Park, San Diego, California, also identified as
Parcel "K" on Index Map No. 316, more particularly described as:

Approximately 5.75 acres of park land and being a portion of Pueblo Lot No. 1129 in the City of San Diego, County of San Diego, State of California, and commonly described as follows:

Beginning at the southwest corner of Pershing Avenue and Upas Street; thence westerly along the south line of Upas Street to the southeast corner of a prolongation of the east line of Villa Terrace and Upas Street; thence south along the east line of a prolongation of Villa Terrace to the northerly line of a winding park road, unnamed, that enters Balboa Park at Arizona Street and exits from the park at Pershing Drive; thence southeasterly along the northerly line of said park road to the northwest corner of Pershing Drive and the park road; thence northerly along the west line of Pershing Drive and Pershing Avenue to the southwest corner of Upas Street and said Pershing Avenue, the point of beginning.

From the 17th day of March 1942 to the 16th day of May 1945.

CITY OF SAN DIEGO
By F. A. RHODES City Manager
San Diego, California

A. E. CURTIS Witness

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release of United States of Site 56a at Pershing Avenue and Upas Street; being Document No. 356460.

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

By HT Patten Deputy

APPRAISAL AGREEMENT

This agreement between the City of San Diego, San Diego County, California, hereinafter referred to as the City and EWART W. GOODWIN hereinafter referred to as the Appraiser, witnesseth:

1. The City employs the Appraiser for the sum of NINE THOUSAND NINE HUNDRED FIFTY AND 00/100 DOLLARS (\$9,950.00), which amount shall be full and complete payment for all services to be rendered hereunder, and the Appraiser agrees to perform his part of the Agreement in a manner satisfactory to the City, and, in the event that the testimony of the Appraiser is required for any legal proceedings arising out of the City's acquisition of the property herein referred to, Appraiser will appear as a witness on behalf of the City and agrees that the fair and reasonable compensation for his services for preparation for court testimony and for testifying shall be at the rate of Fifty Dollars (\$50.00) for each day or any part thereof when so preparing or appearing in court to give testimony in such proceedings. In this connection, it is agreed that such preparation and appearance in court shall be made only upon request of the City. The fees mentioned for court testimony and for testifying shall be payable at the conclusion of such court preparation and at the conclusion of each trial.

2. Appraiser agrees to make a personal inspection of the property hereinafter described, including each improvement, structure, fixture or appurtenance thereunto belonging, and to advise the City, in a written report, his opinion of the fair market value of said property as of the date that summons is hereafter issued in condemnation proceedings.

3. The report, in triplicate shall in form and substance conform to recognized appraisal practice and the principles of evaluating property for determining fair market value in eminent domain proceedings. Appraiser represents that he is acquainted with the standards required for such evidence.

4. The report shall, among other things, contain the following:

(a) Appraiser's opinion of the fair market value of the land, improvements, crops (or other elements of value). It must be based upon his own knowledge of the value of the whole parcel. In case of improved property, the report shall state the age, dimensions,

kind, character and conditions of each of the various structures, improvements or fixtures located on the property, together with Appraiser's opinion of the proper allocation of the value and utility of such structures, improvements, fixtures (or other elements of value) in relation to the highest and best use to which the property, in Appraiser's opinion, is adaptable.

(b) It shall be accompanied by the necessary photographs of the property and of the structures, improvements or fixtures which the Appraiser can identify.

(c) It shall contain the names and addresses of owners together with the time and place of recording of the instrument of conveyance under which the owner claims title, and amount of any mortgages or encumbrances against the property, with names and addresses of holders thereof; a statement of any easements or rights-of-way, licenses or permits affecting the property, and the name of owner thereof.

(d) It shall state the amount of real estate tax levied for the taxing period next preceding the appraisal.

(e) It shall contain a statement of whether or not Appraiser has omitted any item because considered as personalty and shall describe and itemize each of said items, excepting where personalty is ordered appraised in connection with real estate.

(f) It shall contain a record of the sale or sales of the property appraised; and a record of all sales of comparable property which Appraiser has taken into consideration as reflecting in the fair market value of the subject property. References to sales of property in the vicinity shall be accompanied by the names of the grantor and grantee, date of the transfer, place of recording of conveyance, the actual consideration as ascertained, Appraiser's analysis of the various elements reflected in the purchase price, and a map, diagram or other information indicating the location of such sales with relation to the subject property.

(g) It shall state in detail the Appraiser's qualifications.

(h) It shall contain a scaled plat of the subject property.

(i) Where the property taken by the City is severed from a larger parcel, the Appraiser shall state his opinion of the fair market value of the part not taken; and shall state his opinion and analysis of a fair allocation of value between the intrinsic worth of the property appropriated and that represented in the diminished value of the remainder. Where an allocation is made for severance, a full statement of the reasons for or against such an allocation shall be made.

(j) If the property, or any part of it, has been, or is, rented, a statement of the rental shall be given and a history of the rental experience. Reference shall also be made to any options or offers to buy or sell the subject property.

(k) The property located on tide or navigable waters shall be appraised to the mean high tide line; and improvements located below the mean high tide line shall be noted and appraised separately.

(l) Exhibit "A" attached hereto, consisting of "Instructions for Property Appraisal" and "Parcel Numbers and Descriptions of Property to be Acquired" is made a part of this agreement.

(m) The City reserves the right to request, and the Appraiser agrees to furnish any additional information pertinent to the appraisal and not contained in the appraisal report.

5. The word "parcel", as used herein, shall mean any tract or contiguous tracts of land, apparent title to which is held by the same person or persons, regardless whether such tract or tracts consist of platted lots or are otherwise nominally divided. The parcel numbers assigned to the property and shown in Exhibit "A" are to be used, and changes in numbers shall be made as set forth under "Instructions for Property Appraisal".

6. Time is of the essence of this contract and the Appraiser agrees to complete his report within 90 days following receipt of complete title reports and maps. The City will pay therefor upon completion of the services and delivery of the required number of copies of the appraisal report to the City Attorney.

7. The Appraiser represents that he has no personal or adverse interest in the property to be appraised.

8. The Appraiser agrees that his report and conclusions are for the confidential information of the City and that he will not disclose his conclusions, in whole or in part, to any person whatsoever, other than to submit his written report to the City, and will only discuss the same with the proper City official or his authorized representatives, until called upon to testify in relation to such report and conclusions under oath in a judicial forum for the purpose of determining fair market value.

9. The property to be appraised is located in the City of San Diego and consists of 67 parcels of land in pueblo lots, with an area of 925.8 acres, more or less, and 930 parcels, more or less, in subdivisions. Detailed information on area and number of parcels is shown on Exhibit "A" attached hereto and made a part hereof. For the convenience of the City, the property is set forth in three divisions; namely, Sections "A", "B" and "C". The Appraiser agrees to furnish a complete appraisal report with the necessary number of copies required for each section thus set forth.

10. The City shall furnish to the Appraiser a map of the area together with descriptions of each parcel to be appraised.

11. In the event of the Appraiser's breach of any condition or provision hereof, the City shall have the right to terminate the employment of the Appraiser hereunder and to cancel this contract without prejudice to any other rights or remedies of the City. The City shall have the benefit of such work as may have been completed up to the time of such termination or cancellation, and with respect to any part thereof which shall be delivered to and accepted by the City the Appraiser shall be equitably compensated.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be executed in triplicate on this 26 day of Sept. A.D., 1945.

EWART W. GOODWIN

Appraiser

CITY OF SAN DIEGO

By F. A. RHODES

ATTEST: FRED W. SICK City Clerk

City Manager of the City of San Diego, California

By AUGUST M. WADSTROM

Deputy (SEAL)

APPROVED AS TO FORM:

THOMAS J. FANNING

Deputy City Attorney

MISSION BAY PARK

EXHIBIT A - To accompany Appraisal Agreement

PART I - Instructions for property appraisal

PART II - Parcel numbers and description of property to be acquired.

Office of City Planning Commission

Glenn A. Rick, Planning Director

MISSION BAY PARK

Exhibit A - Part I - Instructions for Property Appraisal

Exhibit "A" herewith consists of the instructions concerning the appraisal of property, the description of the property to be appraised, the approximate parcels of property with respective parcel numbers.

1. Terms Defined. Wherever the term "City" is used herein, it shall mean the City of San Diego, San Diego County, California.

Wherever the word "Appraiser" is used herein, it shall mean the person or persons entering into the agreement for the faithful performance of the work and services hereunder and responsible for making the appraisal reports.

2. The property to be appraised is located in the City of San Diego and consists of 67 parcels of land in pueblo lots, with an area of 925.8 acres, more or less, and 930 parcels, more or less, in subdivisions (See Map PA-1, attached).

3. The property to be appraised is divided into three sections, "A", "B", and "C". A complete appraisal report on each section is required with the necessary report copies.

4. Parcel numbers are to be kept the same as assigned for each section. Changes, if necessary, are to be made by using the same number and adding letter suffixes, such as 292-A, 292-B, where the number of parcels are increased. Where the number of parcels are decreased or combined with other parcels, the respective numbers of such parcels shall be dropped or omitted and a note of explanation for such omission or omissions shall be given in the appraisal report in the appropriate location.

5. The City will furnish the number of maps of the area required for the work of appraisal.

6. The City will furnish engineering services to establish and mark property lines and location of property where such lines and locations are not visibly established and will mark such lines so that the site of the property to be appraised can be readily determined.

7. The City will furnish to the appraiser a complete title report of the subject properties showing names and addresses of owners; together with the time and place of recording of the instrument of conveyance under which the owner claims title, and amount of any mortgages or encumbrances against the property, with names and addresses of holders thereof; a statement of any easements or rights-of-way, licenses or permits affecting the property, and the name of the owner thereof.

8. The appraiser is to make and submit a complete appraisal report, with the necessary copies thereof, on each section of the subject property as established herein. The appraisal report shall set forth a fair market value of each parcel of land in the area thus included, and the basis or method of approach in making the appraisal together with the factors and details supporting the establishment of value.

In the event the foregoing is applicable to a large area comprised of a number of subdivided lots, the basis or method, and the factors and details supporting the established value may be included in one statement in lieu of statements with respect to each separate parcel. The necessary photographs of the improvements on the subject property are to be included in each copy of each appraisal report and are to be furnished by the Appraiser. Where difficulty may arise, due to photography restrictions in any area included within the subject property, the City shall assist in obtaining the necessary permission for this work. The appraisal report in addition, and among other things, shall contain the following:

Description of location.

Description of site.

Letter of transmittal.

Summary of valuations, giving parcel number, owner, assessed value and market value.

Area of parcel or parcels.

Topography and soil condition.

Description of street improvements.

Existing utilities.

Zoning.

Use.

Transportation - distance.

Schools - distance and adequacy.

Markets and stores - distance.

Miscellaneous facilities.

Sales in the district.

Special assessments.

Favorable and unfavorable factors

Conditions of real estate market activities during the past few years.

Current market conditions as related to the site appraised.

Outline of appraiser's qualifications.

9. The "Instructions for Property Appraisal", "Parcel Numbers and Description of Property" and "Appraisal Agreement" are each and all essential and component parts governing the work to be done and services rendered. The foregoing agreement documents are complimentary and are intended to provide for a complete appraisal of the subject property for use in eminent domain proceedings.

10. The appraisal report, or reports, in triplicate shall be submitted to the office of the City Attorney of the City of San Diego.

11. Payment for appraisal services rendered will be made upon completion and delivery of appraisal reports.

12. Appraiser shall serve as a witness on behalf of the City at the rates of compensation set forth in the appraisal agreement.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Appraisal Agreement with Ewart W. Goodwin on the Mission Bay Project; being Document No. 356462.

FRED W. SICK

City Clerk of the City of San Diego, California

By

J. J. Patten

Deputy

A G R E E M E N T

THIS AGREEMENT, dated this 11th day of September, 1945, by and between the UNITED STATES OF AMERICA, acting by the Federal Public Housing Authority, first party, (hereinafter termed "Licensor"), and THE CITY OF SAN DIEGO, a municipal corporation organized and existing under the laws of the State of California, second party, (hereinafter termed "Licensee");

W I T N E S S E T H:

WHEREAS Licensor is now operating and maintaining a war housing project in the City of San Diego, County of San Diego, State of California, known as Project CAL-4797, for the purpose of providing housing and shelter for defense workers, upon land located

in said city and county, (hereinafter called "Premises"), leased from the owner thereof; and

WHEREAS Licensee desires to construct, install and maintain a sanitary sewer main across said premises and has requested said Licenser, as lessee of said premises, to grant to Licensee permission and license therefor, and

WHEREAS Licenser will agree to permit such necessary crossing of said premises upon the terms and conditions hereinafter set forth;

NOW, THEREFORE IN CONSIDERATION OF THE PREMISES HEREIN CONTAINED, it is hereby agreed by and between the parties hereto as follows:

I

Licenser, in consideration of the sum of One (\$1.00) Dollar, receipt of which is hereby acknowledged, and in further consideration of the faithful performance by Licensee of all the covenants and agreements herein contained, hereby grants to Licensee permission and license to construct, reconstruct, maintain, operate, place and otherwise use said sanitary sewer main over, under and across that certain real property located in the City of San Diego, County of San Diego, State of California, more particularly described as follows:

That portion of Pueblo Lot 308 of the Pueblo Lands of San Diego, according to the map thereof made by James Pascoe in the year 1870, filed as Miscellaneous Map No. 36, in the Office of the County Recorder of said County of San Diego, lying within a strip of land 20.00 feet in width, being 10 feet on each side of the following described line:

Commencing at a point on the northeasterly line of said Pueblo Lot 308 which bears north 53° 53' 00" west 36.35 feet from the most easterly corner of said Pueblo Lot 308; thence south 26° 58' west a distance of 229.41 feet to an intersection with the southeasterly line of said Pueblo Lot 308;

The northwesterly line of said strip of right of way above described shall be prolonged to terminate in the northeasterly line and in the southeasterly line of said Pueblo Lot 308;

Said premises are shown and described on The Plat hereto attached as Exhibit A, and made a part hereof.

II

This license is granted upon the following terms and conditions:

1. Licensee hereby acknowledges the leasehold interest of Licenser in and to said premises and further acknowledges that this license is operative and effective only to the extent and limit of Licenser's interest in the premises, and shall be subject to Licensee securing an easement or license from the owner of said premises.

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 and changes in said sanitary sewer main and Licensee agrees to at all times keep said sanitary sewer main in good and safe condition. Licensee acknowledges that said sanitary sewer main is to be located within the boundaries of the above mentioned housing project and Licensee hereby agrees that it shall be liable to Licenser for any damage which may occur to said housing project by reason of any negligence or misconduct on the part of Licensee, its agents or employees arising out of the construction, maintenance, operation and/or repair of said sanitary sewer main.

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

IN WITNESS WHEREOF the parties hereto have caused these presence to be executed the day and year first herein written.

UNITED STATES OF AMERICA

By LANGDON W. POST

For the Federal Public Housing Commissioner

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

I hereby approve the form of the foregoing Agreement this 27th day of September, 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 Federal Public Housing Authority regarding construction and maintenance of a sanitary sewer main; being Document No. 356484.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. F. Patton Deputy

CONTRACT NAVY DEPARTMENT

ANNUAL FY 1946

Negotiated Contract N123S S 24699

Requisition No. NH16-3008-46 Bureau Medicine & Surgery Activity U.S. Naval Hospital San Diego, Calif.

U.S. Navy Purchasing Office, Los Angeles, Calif. (Purchasing Activity)

The City of San Diego (Contractor)

Contract for upkeep of grounds

Amount Not to exceed \$20,236.68

Place U. S. Naval Hospital, San Diego, California.

This contract, entered into as of 1 July, 1945 by and between the United States of America, hereinafter called the Government, represented by the contractor officer executing this contract and San Diego 1 whose address is San Diego 1, California hereinafter called the Contractor.

WITNESSETH, that the parties hereto do mutually agree as follows:

GENERAL PROVISIONS

Section 1. SCOPE OF CONTRACT.

The contractor shall furnish and deliver all the articles and perform all the services as set forth in the attached Schedule, for the prices stated therein. The rights and obligations of the parties to this contract shall be subject to and governed by these General Provisions, the Schedule and the current edition of "General Specifications for the Inspection of Material", issued by the Navy Department, which is hereby incorporated in this contract. No charges shall be allowed or paid except in accordance with the express terms of this contract or a written amendment hereof. To the extent of any inconsistency between any provisions of specifications which are incorporated in this contract by reference (including "General Specifications for the Inspection of Material") and the General Provisions or the Schedule, the General Provisions and the Schedule shall control.

To the extent of any inconsistency between the General Provisions and the Schedule, the Schedule shall control.

Section 2. VARIATION IN QUANTITY.

No variation in the quantities called for in the Schedule will be accepted as compliance with this contract unless the variation has been caused by conditions of loading, shipping, packing, or allowances in manufacturing processes, and then only to the extent provided in the Schedule.

Section 3. CHANGES.

(a) The specifications, drawings, or designs applicable to any of the items covered by this contract, or the quantities or items of any spare parts list, or any provisions with respect to the method of shipment or packing or the place of delivery, may be changed at any time by written order (hereinafter called "Change Order") of the contracting officer. If the Schedule designates a bureau other than the Bureau of Supplies and Accounts as the "Bureau for Changes", a Change Order may also be issued by the chief of such other Bureau or by his representatives duly authorized in writing, which authorization may be specific or general in its scope. The Contractor shall give effect to changes directed in a Change Order without awaiting any adjustment under paragraph (b).

(b) If any Change Order affects the amount or character of the work to be done under this contract or the time required for its performance, or otherwise affects the Contractor's cost of performance, the Contractor may, and at the request of the contracting officer shall, submit to the contracting officer a statement as to the effect of such Change Order on the cost of performing the work and a proposal for an equitable increase or decrease in the contract price and for other changes in the contract terms. At the election of the Contractor, such statement and proposal may be submitted on a cumulative basis covering more than one Change Order, but no such cumulative statement and proposal may be submitted later than 4 months after receipt of the earliest Change Order covered by the statement and proposal. Upon the basis of the Contractor's statement and proposal and any other relevant information, an equitable adjustment in the contract price and in such other provisions of this contract as may be appropriate shall be determined by mutual agreement between the Contractor and the contracting officer and shall be set forth in an amendment to this contract. Failure to agree to such adjustment shall be a dispute concerning a question of fact within the meaning of the Section of this contract entitled "Disputes". Unless such statement and proposal are submitted within 4 months from the date of receipt of the Change Order covered thereby or within such further time as the contracting officer may allow, no increase in the contract price shall be made.

(c) Where price changes made as above provided relate to articles or services previously invoiced, the method of adjusting any increase or decrease in the contract price shall be specified by the amendment.

Section 4. PAYMENTS.

Except as otherwise provided in this contract, upon submission of properly certified invoices or vouchers the Contractor shall be paid the contract prices for articles delivered and accepted or services rendered.

Section 5. FEDERAL, STATE, AND LOCAL TAXES.

(a) Except as may be otherwise provided in the Schedule, the prices stated herein include all applicable Federal taxes in effect at the date of this contract and incurred in the performance of this contract.

(b) If, (i) after the date of this contract, the Federal Government shall impose or increase any duty or impost, or any excise, sales, use, occupational, or gross receipts tax, or any other tax or charge directly applicable to the completed articles or work covered hereby or to the materials used in the manufacture or production of such completed articles or work, or to the importation, production, processing, manufacture, construction, sale or use of such articles, work or materials (other than any tax specified in paragraph (c) of this Section), and (ii) the Government, at the request of the Contractor, does not issue to the Contractor a tax exemption certificate or furnish other proof of exemption with respect to such tax or charge, and (iii) the Contractor is required by operation of law or by specific contractual obligation to pay such tax or charge or bear its burden, then the prices stated herein shall be correspondingly increased. If, by operation of law or otherwise, the Contractor is relieved in whole or in part from the payment of any tax included in the prices stated herein (other than any tax specified in paragraph (c) of this Section) or from bearing its burden, the prices stated herein shall be correspondingly reduced. Invoices or vouchers covering any increase or reduction in price resulting from the application of this Section shall state the amount thereof, as a separate added or deducted item, identifying the particular tax imposed or increased or reduced or eliminated.

(c) Nothing contained in this Section shall be applicable to impositions, increases, reductions, or eliminations, after the date of this contract, of Federal transportation taxes, employment (or Social Security) taxes, income taxes, income surtaxes, excess-profits taxes, declared-value excess-profits taxes, capital stock taxes, or such other taxes as are not contemplated by paragraph (b) of this Section.

(d) The prices stated herein exclude any State or local sales, use, or other tax applicable to the completed articles or work covered hereby. Upon request of the Contractor, the Government shall furnish, for submission to the State or local taxing authorities, a certificate or similar evidence to assist the Contractor in obtaining exemption from any such excluded tax.

Section 6. INSPECTION.

(a) All articles, materials, and workmanship shall be subject to inspection and test by the Government during manufacture and at all other times and places, to the extent practicable. In case any articles are defective in material or workmanship, or otherwise fail to meet the requirements of this contract, the Government shall have the right to reject such articles or require their correction. Rejected articles or articles requiring correction shall be removed by and at the expense of the Contractor promptly after notice and shall not be resubmitted for acceptance without concurrent notice of their prior rejection. The contracting officer may require delivery of articles which are subject to rejection, at a reduction in price which is equitable in the circumstances.

(b) The Contractor shall provide and shall require subcontractors to provide an inspection system acceptable to the Naval Inspector. If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor shall provide and shall require subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. Tests shall be as described herein and in the specifications. If articles are not ready at the time inspection is requested by the Contractor, the Government may charge to the Contractor any additional cost of inspection and test.

(c) Final inspection and acceptance shall be made at the point of delivery unless otherwise stated in this contract. Final inspection and acceptance shall not be conclusive in respect of latent defects or fraud or otherwise restrict the Government's rights under any guaranty.

Section 7. MARKING OF SHIPMENTS.

The Contractor shall mark all its shipments under this contract in accordance with

the current edition of "Navy Shipment Marking Handbook", issued by the Navy Department, Bureau of Supplies and Accounts. The applicable lot or item number, or both, shall be included in the markings prescribed for each shipment in addition to the contract number.

Section 8. RESPONSIBILITY FOR ARTICLES TENDERED.

The Contractor shall be responsible for the articles covered by this contract until they are delivered at the delivery point specified in this contract, and the Contractor shall bear all risk on rejected articles after notice of rejection. Where final inspection is at the point of origin but delivery by the Contractor is at some other point, the Contractor's responsibility shall continue until delivery is accomplished.

Section 9. GUARANTY.

The Contractor guarantees that at the time of delivery thereof the articles provided for under this contract will be free from any defects in material or workmanship and will conform to the requirements of this contract. Notice of any such defect or non-conformance shall be given by the Government to the Contractor within 1 year of the delivery of the defective or nonconforming article. If required by the Government within a reasonable time after such notice, the Contractor shall with all possible speed correct or replace the defective or nonconforming article or part thereof. When such correction or replacement requires transportation of the article or part thereof, shipping costs, not exceeding usual charges, from the delivery point to the Contractor's plant and return, shall be borne by the Contractor; the Government shall bear all other shipping costs. This guaranty shall then continue as to corrected or replacing articles or, if only parts of such articles are corrected or replaced, to such corrected or replacing parts, until 1 year after the date of redelivery. If the Government does not require correction or replacement of a defective or nonconforming article, the Contractor, if required by the contracting officer within a reasonable time after the notice of defect or nonconformance, shall repay such portion of the contract price of the article as is equitable in the circumstances.

Section 10. PATENTS.

(a) The Contractor shall hold and save the Government, its officers, agents, servants, and employees, harmless from liability of any nature or kind under United States Letters Patent, including costs and expenses, for or on account of any patented or unpatented invention made or used in the performance of this contract, including the use or disposal thereof by or on behalf of the Government; Provided, that the foregoing shall not apply to inventions covered by applications for United States Letters Patent which, at any time during performance of this contract, are being maintained in secrecy under the provisions of Title 35, U.S.Code (1940 ed.) Section 42, as amended; Provided further, that this section is not, and shall not be construed to be, applicable to any infringement of United States Letters Patent which results from direct and necessary compliance with written specifications or instructions developed and furnished to the Contractor by the Government.

(b) The Contractor shall promptly notify the Government in writing of any and all claims of infringement relating to this contract that may be brought to the Contractor's attention; and in case of litigation on account thereof, the Contractor shall assist the Government at the latter's expense, save for services of the Contractor's employees, in furnishing such evidence as to the use of the patents and other matters of fact as may be required by the Government in such litigation.

Section 11. TRANSFER OF CONTRACT AND ASSIGNMENT OF CONTRACTOR'S CLAIMS.

(a) Neither this contract nor any interest herein, nor any claim arising hereunder, except as otherwise provided in this Section, shall be transferred by the Contractor to any party or parties.

(b) If this contract is not classified as "Confidential" or "Secret" and if it provides for payments aggregating \$1,000 or more, claims for moneys due or to become due to the Contractor from the Government arising out of this contract may be assigned to any bank, trust company, or other financing institution, including any Federal agency authorized to make loans. Any such assignment shall cover all amounts payable under this contract and not already paid, and shall not be made to more than one party, except that any such assignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract. In the event of any such assignment, the assignee thereof shall file written notice of the assignment, together with a true copy of the instrument of assignment, with (1) the General Accounting Office of the Government, (2) the contracting officer, (3) the surety or sureties upon the bond or bonds, if any, in connection with this contract, and (4) the disbursing officer designated to make payments under this contract.

(c) Claims under this contract which have been assigned pursuant to the foregoing provisions of this section may be further assigned and reassigned pursuant to such provisions to a bank, trust company, or other financing institution, including any Federal agency authorized to make loans. In the event of such further assignment or reassignment the assignee shall file with the Contractor written notice of the further assignment or reassignment, together with a true copy of the instrument of further assignment or reassignment; and shall file true copies of such written notice and of such instrument with each of the parties designated in the preceding paragraph (b).

(d) Payments to an assignee of any claims arising under this contract shall not be subject to reduction or set-off for any indebtedness of the Contractor to the United States arising independently of this contract.

(e) Information contained in plans, specifications, or any similar document, relating to the work under this contract and marked "Secret", "Confidential", or "Restricted" shall not, in connection with the assignment of any claim under the contract, be communicated, transmitted, or disclosed to any person not otherwise entitled to receive it, except with the prior consent of the contracting officer in each instance.

Section 12. WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount exceeding, or which may exceed, \$10,000, there are hereby incorporated by reference the representations and stipulations as set forth in Article 1 of Part I of Regulations No. 504, issued by the Secretary of Labor pursuant to the Walsh-Healey Public Contracts Act (Public No. 846, 74th Cong.), such representations and stipulations being subject to all applicable regulations, exceptions, variations, tolerances, determinations, and exemptions of the Secretary of Labor which are now or may hereafter be in effect.

Section 13. OVERTIME COMPENSATION OF LABORERS AND MECHANICS.

If the section of this contract entitled, "Walsh-Healey Act" is inapplicable by its terms, this contract, to the extent it is of a character specified in the Act of June 19, 1912 (37 Stat. 138, U.S.C. Title 40, secs. 324, 325), is subject to the provisions of Section 303 of the Second Supplemental National Defense Appropriation Act, 1941 (Public No. 781, 76th Cong.), approved September 9, 1940.

Section 14 - RENEGOTIATION.

If this contract is for an amount in excess of \$100,000,

(a) This contract shall be deemed to contain all the provisions required by sub-

section (b) of the Renegotiation Act, as amended by Section 701 of the Revenue Act of 1943 (Public No. 235, 78th Cong.), enacted February 25, 1944; and

(b) In compliance with said subsection (b) of the Renegotiation Act, the Contractor shall insert in the subcontracts specified in said subsection (b) either the provisions of this Section or the provisions required by said subsection (b).

U.S. Navy Purchasing Office 210 West Seventh Street Los Angeles 14, California
 Requisition No. NH16-3008-46 Bureau M & S Date of Requisition 29 June 1945
 Contract No. N123S-24699 Negotiation No. 85070 Sched. No. NH16-3008-46
 Final Title 44805 Ship or Account #259 U.S. Naval Hospital, San Diego, Calif.
 Appropriation 1761102 Medical Department, Navy, 1946 O.C. .0794 Purpose Upkeep of Grounds
 The City of San Diego
 San Diego 1, Calif.

The articles or services to be furnished under the particular lot number, the price, the time and place of delivery thereof, the specifications and preference rating and any other special provisions pertaining thereto are as follows:

Item No.	Articles or Services	Quantity	Unit	Unit Price	Amount
Delivery time will influence award. State best delivery but estimate accurately.. Split deliveries acceptable. To be delivered to:					
Services, as required, by the Medical Officer in Command, U.S. Naval Hospital, San Diego, California, during the period 1 July 1945 to 30 June 1946.					
Awarded from telephone bid of 1 July 1945 with Mr. Perry.					
1.	Necessary labor, material, and supervision, for the Maintenance of grounds, equipment, shrubs and gardens in Balboa Park; that portion now occupied by the U. S. Naval Hospital.	12	Mo.	1686.39	Not to exceed \$20236.68

Contractor's invoices, in triplicate, properly certified, to be submitted monthly to the Medical Officer in Command, U.S. Naval Hospital, San Diego, California, for necessary action towards preparation of public voucher.

Payment to be made by Central Navy Disbursing Office, Eleventh Naval District, San Diego 30, California.

Inspection after delivery.

Note: Bureau approved requisition.

"The quantities above set forth are estimates only. The amounts which the contractor may be required to furnish and the Government to accept hereunder shall be the amounts which shall from time to time be ordered hereunder by the ordering officer during the period of this contract. In any event, however, the Government shall order supplies hereunder having an aggregate value at the above unit prices of not less than \$1,686.39 and the Government shall be entitled to order and the contractor shall be required to furnish supplies hereunder having an aggregate value at the above unit prices of not more than \$20,236.68. If the Government orders and the contractor furnishes more than the foregoing maximum amount, the total quantity ordered and furnished shall be treated for all purposes as having been ordered and furnished under the terms of this contract and payment therefor shall be made at the unit price or prices."

"The Government reserves the right to terminate contract upon thirty (30) days written notice to contractor."

L.C. 8/8/45; 9/11/45 Total Not to exceed \$20,236.68

"Note to ordering officer, refer to Sec. Nav. LTR. 24 July 1945:

A copy of each order placed against this contract must be sent to the Central Navy Disbursing Office shown herein, also a copy of such order must be sent to the Fiscal Director of the Bureau or office cognizant of the appropriation or fund chargeable."

"Note to Ordering Activities:

All activities issuing orders under indefinite quantity, open-end, or running term contracts, shall specifically indicate the title and number of the appropriation or fund chargeable. Moreover, each such order will include a note in the following form:

Note to Contractor: The above appropriation data must be included on all invoices applying to this order. Failure to do so may delay payment."

Section 17. NONDISCRIMINATION IN EMPLOYMENT.

The Contractor in performing work under this contract shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Contractor shall include an identical provision in all of its subcontracts. For the purposes of this Section, subcontracts shall 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.

Section 18. 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.

Section 19. COVENANT AGAINST CONTINGENT FEES.

The Contractor warrants that it 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 this contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fee. This warranty shall not apply to commissions payable by the Contractor 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.

Section 20. DISPUTES.

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting officer, subject to written appeal by the Contractor within 30 days to the Secretary of the Navy, whose decision shall be final and conclusive. Pending decision, the Contractor shall diligently proceed with performance.

Section 21. DEFINITIONS.

(a) The term "Secretary of the Navy" includes any person authorized to act for him other than the contracting officer.

(b) The term "the contracting officer" includes his duly appointed successors and duly authorized representatives, and also includees, if this contract is made by the Bureau of Supplies and Accounts, the Chief of the Bureau of Supplies and Accounts and the Purchasing Officers in such Bureau.

(c) The term "Naval Inspector" means the person or persons charged with the duty

of inspecting the articles, materials or workmanship under this contract on behalf of the Government.

This negotiated contract is made pursuant to the provisions of the First War Powers Act, 1941.

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

By authority of the War Production Board the preference ratings indicated are assigned to the deliveries on this contract.

ALLOTMENT CERTIFICATION This abbreviated allotment number cannot be used to obtain Controlled Materials; it may be extended for identification purposes only, to the extent authorized by CMP Regulation No. 3.

Date signed by contracting officer OCT 2 1945

UNITED STATES OF AMERICA

Chas. P. Gillespie, Lieut. SC, USNR

By J. D. CAULFIELD Lieut., SC. USNR

Contracting Officer

U.S. Navy Purchasing Office, Los Angeles 14, California

THE CITY OF SAN DIEGO Contractor

By F. A. RHODES City Manager

Room 253 Civic Center, 1600 Pacific Highway
San Diego 1, Calif.

A. E. CURTIS

BETTY BLEW

Witnesses

CERTIFICATE

I, FRED W. SICK certify that I am the City Clerk of the corporation named as contractor in the foregoing contract; that F. A. Rhodes who signed said contract on behalf of the contractor was then City Manager of said corporation by authority by 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 Contract with U. S. Navy for upkeep of grounds at Naval Hospital area in Balboa Park; being Document No. 356600.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patterson 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, Lawrence E. Humphries is the owner of Lot "B" Block 119, of Horton's;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of September, 1945, by Lawrence E. Humphries that I will, for and in consideration of the permission granted to remove 20 feet of curbing on 2nd between "J" and RR Tracks, 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.

LAWRENCE E. HUMPHRIES

L. E. HUMPHRIES

245 J St. San Diego 1

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 26th day of Sept., 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 Lawrence E. Humphries known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

JOSEPH ZUNG

(SEAL)

Notary Public in and for the County of San Diego,

State of California

My Commission expires Dec. 30, 1946

I HEREBY approve the form of the foregoing agreement this 28th day of September, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 4 1945 40 min. past 9 A.M. in Book 1936 at page 479 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

M. 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 Lawrence E. Humphries; being Document No. 356489

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patterson Deputy

A G R E E M E N T

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

WHEREAS, Hulda M. Hiekisch is the owner of Lot B & C, Block 39, of Horton's Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of September, 1945, by Hulda M. Hiekisch that she will, for and in consideration of the permission granted to remove 25 feet of curbing on First Ave. between Broadway and C Street adjacent to the above described property, bind herself to and she hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further 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 agreement herein named.

HULDA M. HIEKISCH
233 West Grape St.

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 24th day of September, 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 Hulda M. Hiekisch known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

AUGUST M. WADSTROM

(SEAL)

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

I hereby approve the form of the foregoing agreement this 28th day of September, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 4 1945 40 min. past 9 A.M. in Book 1947 at page 438 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.

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 Hulda M. Hiekisch; being Document No. 356490.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

A G R E E M E N T

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

WHEREAS, Sol Goodman is the owner of Lots G and H, Block 8, of Horton's Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 25th day of Sept. 1945, by Sol Goodman that I will, for and in consideration of the permission granted to remove 25 ft feet of curbing on 9th Street between Market and G and Market St adjacent to the above described property, bind myself to, and myself hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs myself 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 agreement herein named.

SOL GOODMAN
844 Market St.

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 24th day of September, A.D. Nineteen Hundred and forty five before me Naomi Kollertz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Sol Goodman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

NAOMI KOLLERTZ

(SEAL)

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

My Commission expires Sept 16, 1948

I hereby approve the form of the foregoing agreement this 28th day of September, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 4 1945 40 min. past 9 A.M. in Book 1947 at page 439 of Official Records, San Diego Co., Cal. Recorded at request of

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

B 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 Sol Goodman; being Document No. 356491.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

A G R E E M E N T

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

WHEREAS, Eric F. Bloom and Isabelle C. Bloom are the owners of Lot 23 Block 80, of Pt. Loma Hgts.

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of Sept. 1945, by Eric F. Bloom & Isabelle C. Bloom that we will, for and in consideration of the permission granted to remove 13 feet of curbing on Orchard between Goizot and Santa Barbara 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 agrees that this agreement shall be binding on ourselves my & our heirs and assigns and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named

ERIC F BLOOM & ISABELLE C BLOOM
4485 Orchard ST San Diego 7

STATE OF CALIFORNIA,)

) ss

County of San Diego)

On this 29 day of September, 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 Eric F. Bloom and Isabelle C. Bloom known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

JOHN 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 2nd day of October, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 4 1945 40 min past 9 A.M. in Book 1947 at page 439 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.

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 Eric F. and Isabelle C. Bloom; being Document No. 356557.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick 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 19th day of September, 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 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. 81198, adopted by the Council of said City on June 5, 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 President in Charge of Sales

Principal

THE CENTURY INDEMNITY COMPANY

By F. S. BOWERS

Attorney-in-Fact

Surety

(SEAL)

ATTEST: R. C. CAVELL
Secretary

(SEAL)

ATTEST: _____

I hereby approve the form of the foregoing Undertaking this 4 day of October, 1945.

J. F. DuPAUL, City Attorney

By EDWARD H. LAW

Deputy City Attorney

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 19th day of September, A.D. 1945, before me, Viola Dodge, 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.

VIOLA DODGE

(SEAL) Notary Public in and for said County and State
My Commission expires March 21, 1946

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 81710 passed and adopted on the 4th day of September, 1945, require and fix the sum of \$150.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

(SEAL)

City Clerk of The City of San Diego.

By AUGUST M. WADSTROM

Deputy

CONTRACT FOR STREET LIGHTING

La Jolla Shores Lighting District No. 1

THIS AGREEMENT, made and entered into this 9th day of October, 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 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;

EL PASEO GRANDE, between the northerly line of Avenida de la Playa and the northerly line of Paseo Dorado;

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;

CAMINO DEL ORO, 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° 58' 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, 1945, to-wit: to and including September 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 La Jolla Shores Lighting District No. 1", filed June 21, 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 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.

(SEAL)
ATTEST: R. C. CAVELL
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
ERNEST J. BOUD
Members of the Council

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

I hereby approve the form of the foregoing Contract, this 4 day of October, 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 Shores Lighting District No. 1; being Document No. 356605.

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

By F. Patten Deputy

UNDERTAKING FOR STREET LIGHTING

Adams Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE 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 AND NO/100 (\$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 26th day of September, 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 ADAMS AVENUE, between the easterly line of Boundary Street and the west line of 36th Street, in the City of San Diego, California, as particularly described in Resolution of Intention No. 81309, adopted by the Council of said City on June 26, 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.

(SEAL)
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 FRANKLIN T. HALE
Attorney-in-Fact
Surety

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 26th day of September, 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)
Notary Public in and for said County and State
I hereby approve the form of the foregoing Undertaking this 4 day of September, 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. 81767 passed and adopted on the 18th day of September, 1945, 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 9th day of October, 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 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, 1945, to-wit, to and including October 12, 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 Adams Avenue Lighting District No. 1", filed July 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 Seven Hundred Ninety-two Dollars (\$792.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Adams Avenue Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Seven Hundred Ninety-two Dollars (\$792.00) shall be paid out of any other fund than said special fund designated as "Adams Avenue Lighting District No. 1 Fund."

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

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

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

(SEAL)
ATTEST: R. C. CAVELL
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
ERNEST J. BOUD
Members of the Council

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

I hereby approve the form of the foregoing Contract, this 4 day of October, 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 Adams Avenue Lighting District No. 1; being Document No. 356606.

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

By HT Patten Deputy

Date 10/3/45

From R. A. Campbell, Sup't., Division of Accounts

To City Clerk Attention: Helen Willig

Subject Termination of two Army water service contracts

The following U. S. Army Engineer contracts for water service have been terminated effective September 18, 1945:

Contract No. W-509-Eng-3954, dated November 24, 1942 for water service at 1407 Columbia Street and a copy sent to you on October 16, 1943.

Contract No. W-04-353-Eng-71, dated October 27, 1943 for water service at 1422 Columbia Street and a copy sent to you on November 17, 1943.

fp R A CAMPBELL, Sup't. Division of Accounts
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Termination of water contracts with United States at 1407 and 1422 Columbia Street; being Document No. 356608.

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

By HT Patten Deputy

THIS AGREEMENT, dated the 20th day of September, 1945, by and between THE TEXAS COMPANY, a Delaware corporation, hereinafter termed Grantor, and the CITY OF SAN DIEGO, a municipal corporation, hereinafter termed Grantee, WITNESSETH:

Grantor, for and in consideration of the full and prompt performance of the things to be performed by Grantee, as hereinafter set out and contained, hereby grants to Grantee under the terms, conditions and provisions hereinafter contained, an easement to construct, operate, maintain and remove a pipe line for the transportation of water under, along and across that certain real property situate in the County of San Diego, State of California, and described as follows:

That portion of Lot 12, Block 25, Park Villas, according to the Map thereof No. 297, filed in the Office of the County Recorder of said County of San Diego, particularly described as follows, to wit:

Commencing at the southwest corner of said Lot 12; thence north along the west line of said Lot 12 a distance of 5.86 feet to a point; thence southeasterly on a direct line a distance of 8.28 feet to a point on the south line of said Lot 12 distant thereon 5.85 feet from the point of commencement; thence west along said south line 5.85 feet to the point of commencement.

Grantee shall not interfere with or obstruct the use of said premises by Grantor or injure or interfere with any person or property on or about said premises. Grantee shall bury its pipe line so it shall pass beneath previously laid pipe lines and conduits of Grantor which it may cross, and shall promptly and properly backfill all excavations made by or for Grantee on the premises and replace all pavement removed, damaged or destroyed.

It is further understood and agreed that this agreement and the rights and privileges herein given Grantee shall terminate in the event Grantee shall fail, for a period of one (1) year, to maintain and operate said pipe line. On the termination of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after the service of a written demand therefor, a good and sufficient quitclaim deed to the rights hereby granted.

Grantee shall be responsible for and shall pay Grantor for any damage to Grantor's property and shall hold Grantor harmless from and indemnify it against any all claims for damage to or loss of property or injury to or death of persons that directly or indirectly may be caused by or arise or result from the exercise or enjoyment of any of the rights herein granted.

Grantee hereby recognizes Grantor's title and interest in and to the land over which the aforesaid right of way is hereby granted; and agrees never to assail or resist Grantor's title or interest therein.

It is understood and agreed that this grant is made subject to all valid and existing licenses, leases, grants, exceptions and reservations affecting said premises.

IN WITNESS WHEREOF, the said parties hereto have caused this agreement to be executed in duplicate by their proper officers who are thereunto duly authorized.

(SEAL)

THE TEXAS COMPANY

By J. A. McNAIR Vice-President

Attest: E. B. LILES Assistant Secretary
Grantor

STATE OF CALIFORNIA,

ss.

County of Los Angeles

On this 24th day of September, A.D., 1945, before me, C.S. Wharton a Notary Public in and for said County and State, personally appeared J. A. McNair, known to me to be the Vice President, and E. B. Liles, known to me to be the Ass't. Secretary of The Texas Company the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

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

C. S. WHARTON

(SEAL)

Notary Public in and for said County and State

My Commission expires July 21, 1947

CITY OF SAN DIEGO

By F. A. RHODES City Manager

Attest: FRED W. SICK City Clerk

Grantee.

(SEAL)

Approved as to form JAT

Description

RAV

Terms

CAN

J. H. McKINNEY

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with The Texas Company regarding installation and maintenance of water pipe line; being Document No. 356617.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. T. Patten

Deputy

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF SAN DIEGO FOR THE SUPPLYING OF WATER. HA(CAL-4040)mph-103.

THIS CONTRACT, made and entered into this 6th day of July 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 96 portable family dwelling units to be located in or near the City of San Diego, (Identification No. CAL-4040N), 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: 14' E. of W. line of Riley Street on Kurtz Street, 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 E. EUGENE TUCKER

For the Federal Public Housing Commissioner

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

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 United States for water to Frontier Housing Project; being Document No. 356619.

FRED W. SICK

City Clerk of the City of San Diego, California

By

J. Tatten

Deputy

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY OF
SAN DIEGO FOR THE SUPPLYING OF WATER HA(CAL-4037)mph-103

THIS CONTRACT, made and entered into this 30th day of July 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 240 units to be located in or near the City of San Diego, (Identification No. CAL-4037N), 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: 30' W. of center line of 43rd Street on Ocean View Boulevard 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.

Approved Regional Counsel
UNITED STATES OF AMERICA
By E. EUGENE TUCKER
For the Federal Public Housing Commissioner
THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager

(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 United States for water to Ocean View Housing Project; being Document No. 356620.

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

By F. A. Rhodes Deputy

KNOW ALL MEN BY THESE PRESENTS, That CHARLES 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 a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND FIVE HUNDRED EIGHTY-FIVE Dollars (\$1,585.00), lawful money of the United States of America, to be 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 October, 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 re-roof the Mission Beach Bath House Building, in the City of San Diego, California in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: MARY E. MILLER
CHARLES H. BENTON an individual doing business under the firm name and style of BENTON ROOF & PAINT COMPANY

Principal
AMERICAN SURETY COMPANY OF NEW YORK
100 Broadway, New York
By RALPH E. SMITH, Attorney-in-fact
Surety (SEAL)

ATTEST: _____

STATE OF CALIFORNIA

County of San Diego

} ss

On this 8th day of October 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.

(SEAL)
MARIE CLAYTON
Notary Public in and for the County of San Diego
State of California
My Commission expires 2/21/48

I hereby approve the form of the within Bond, this 8th day of October, 1945.

J. F. DuPAUL, City Attorney

I hereby approve the foregoing bond this 8th day of October 1945.

F. A. RHODES
City Manager

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 COMPANY, as Principal and AMERICAN SURETY COMPANY OF NEW YORK, 100 Broadway, 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 SEVENTY Dollars (\$3,170.00), 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 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 October, 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 Bath House Building, 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. 355732.

WHEREAS, the aforesaid penal sum of Three Thousand One Hundred Seventy Dollars (\$3,170.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to insure 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, 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 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.

CHARLES H. BENTON

Principal

AMERICAN SURETY COMPANY OF NEW YORK

100 Broadway, New York

By RALPH E. SMITH, Attorney-in-fact

Surety

(SEAL)

ATTEST: MARY E. MILLER

STATE OF CALIFORNIA

ss

County of San Diego

On this 8th day of October 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 2/21/48

State of California

I HEREBY APPROVE the form of the within Bond this 8th day of October, 1945.

J. F. DuPAUL, City Attorney

I HEREBY APPROVE the foregoing bond this 8th day of October, 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 October, 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: Reroofing the Mission Beach Bath House Building, 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. 355732.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Six Thousand Three Hundred Thirty-nine and no/100 Dollars (\$6,339.00).

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 40 working 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: Six Thousand Three Hundred Thirty-nine and no/100 Dollars (\$6,339.00), 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.

The acceptance by the contractor of said final payment shall constitute a waiver of all claims against the City arising under this contract.

Said contractor further agrees that he will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees that he will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the 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 of said City, or such other official or officials as he may appoint, and will be inspected by inspectors appointed by said City Manager, who will enforce strict compliance with the terms of this contract.

The right is reserved to make such changes in the execution of the work to be done under this contract as in the judgment of the 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 price 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 said 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
Laborers, building	7.00
Laborers, unskilled	7.00
Tarmen and mortarmen	8.00
Painters, brush	10.80
Plasters	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

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.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the City 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.

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 have been 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.

The contractor agrees to repair or replace, at his own sole expense, to the satisfaction of the City Manager, any portion of the work done under this contract which shall, within one year after the acceptance of said work by the City, prove to be defective in materials and/or workmanship.

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. 81868 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

CHARLES H. BENTON

ATTEST: MARY E. MILLER

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 8th day of October, 1945.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Charles H. Benton for reroofing the Mission Beach Bath House Building; being Document No. 356704.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. J. 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 28th day of September, 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 ELGIN SWEEPER COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, Witnesseth:

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

2 - Elgin street sweepers, Model 20, in accordance with the specifications therefor on file in the office of the City Clerk of said City, subject to the following exceptions:

1. Contractor does not guarantee hopper to be constructed of rust-resistant metal; hopper will, however, be painted with at least two coats of paint.

2. Machine will be equipped with one main broom 6' long and at least one 30" diameter side broom.

3. Battery will have 120 A H capacity.

4. Standard equipment will include two combination tail and stop lights, but will not include rear flood light.

5. One extra main broom core with fibre and rope and one extra set of five segments for side broom, with wire for refilling will be furnished as "extra equipment required."

6. Tires will be 9:00 x 20, 12-ply, heavy duty truck type with heavy duty tubes (not puncture-proof).

Delivery tentative 14 to 15 months from date of execution of contract, but definitely subject to future labor and material conditions not foreseeable.

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

2 Elgin street sweepers	@ \$7.836.13 ea	\$15,672.26
Less \$140 per unit or \$280 for 2 machines, discount for cash in 30 days.....		280.00
		<u>\$15,392.00</u>

Said price includes the California State Sales Tax.

Said price is based upon the existing O.P.A. ceiling price, and is subject to adjustment to the ceiling price established by O.P.A. regulation which shall be in effect 30 days prior to the date of shipment. The contractor will notify the City 30 days prior to the date of shipment as to the price established by O.P.A. regulation in effect at that date, and the City may, within ten days after receipt of this notice, either accept the change in price, if any, or cancel this contract, without liability on the part of either party in the event of such cancellation. In the event that the City shall elect to accept the changed price, the price hereinabove stated shall be changed to conform to the O.P.A. ceiling price in effect 30 days prior to the date of shipment. However, the contract price specified hereinabove shall not be changed unless, by valid regulation in effect on the day 30 days prior to the date of shipment, the Office of Price Administration shall set a ceiling price on such sweepers different from the contract price specified herein.

Upon delivery of said material, and the acceptance of the same by the City Manager, and when the terms of this contract shall have been fully complied with to the satisfaction of the City Manager of said City, payment will be made to said contractor of the contract price.

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 have been 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. 81737 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

Signed with the understanding that this contract is based on our Proposal and accompanying specifications dated September 5, 1945.

(SEAL)

ATTEST: C. A. KRIEN

ELGIN SWEEPER COMPANY
CHESTER G. PARSONS V. Pres.
Contractor

I hereby approve the form and legality of the foregoing contract this 11th day of October, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET

Deputy City Attorney

#966712-K

KNOW ALL MEN BY THESE PRESENTS, That ELGIN SWEEPER COMPANY, as Principal and AMERICAN SURETY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal Corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND NINE HUNDRED NINETEEN Dollars (\$3,919.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of September, 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 Elgin street sweepers, 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: C. A. KRIEN

ELGIN SWEEPER COMPANY
CHESTER G. PARSONS V. Pres.
Principal

(SEAL)

ATTEST: G. HOFFMAN Res. Asst. Secy.

AMERICAN SURETY COMPANY OF NEW YORK
By B. H. DAVENPORT Res. Vice Pres.
Countersigned at San Francisco, Cal.
By A. E. CALDER, Res Agt
Surety

I hereby approve the form of the within Bond, this 11th day of October, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

That said bonds and the coupons for the interest thereof shall be in the form set forth in Ordinance No. 2996 (New Series) of the ordinances of said City, a copy of which said ordinance is attached hereto, marked "Exhibit A," and made a part hereof.

The contractor shall furnish proofs of said bonds and coupons to the City Treasurer of said City, and to Messrs. O'Melveny & Myers, Attorneys at Law, 433 South Spring Street, Los Angeles, California.

Said contractor agrees to complete delivery of said bonds and coupons on or before the 31 day of October, 1945, provided proofs are approved promptly.

Said City, in consideration of the furnishing and delivery of said bonds and coupons 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 bonds and coupons by said City, will pay said contractor, in warrant drawn upon the proper fund of said City, the following sums to-wit:

2000 - \$1000 Mission Bay Recreation Development bonds, together with interest coupons attached thereto, one interest rate, complete issue.....	\$ 793.50
For each interest rate in excess of one for this issue, add....	75.00
6000 - \$1000 Water System Extension bonds, together with interest coupons attached thereto, one interest rate, complete issue....	1,586.00
For each interest rate in excess of one for this issue, add.....	75.00

Said prices do NOT include the California State sales tax.

As soon as said bonds are sold, and the interest rates thereon have been determined, the City agrees to notify said contractor immediately of the rate or rates of interest to be inserted in said bonds and coupons; provided, however, that said City shall so notify said contractor within a reasonable time from the date of this contract.

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

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by resolution of the Council 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. 81738 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

SCHWABACHER-FREY COMPANY

By J. D. HANSEN

Secy.

ATTEST: MARGUERITE H. DASCHNER

(SEAL) My Commission expires July 10, 1949

I hereby approve the form and legality of the foregoing contract, this 19 day of September, 1945.

J. F. DuPAUL, City Attorney

By EDWARD H. LAW

Deputy City Attorney

EXHIBIT A.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Schwabacher-Frey Company for furnishing 2000 Mission Bay Recreation Development Bonds and 6000 Water System Extension Bonds, being Document No. 356781.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. F. Patten Deputy

AGREEMENT

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

WHEREAS, Frank B. Messer is the owner of Lot 13, Block 10, of Normal Heights; NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of September, by Frank B. Messer that he will, for and in consideration of the permission granted to remove 18 feet of curbing on Copley between 34th and Hawley, 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.

FRANK B. MESSER

3424 Copley S.D. 4

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 5th day of September, A.D. Nineteen Hundred and forty-five, before me, Evelyn L. Kimball, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank B. Messer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

EVELYN L. KIMBALL

Notary Public in and for the County of San Diego,
My Commission expires Nov. 26, 1947

State of California

I HEREBY approve the form of the foregoing agreement this 13th day of September, 1945.

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

RECORDED SEP 20 1945 19 min. past 1 P.M. in Book 1957 at page 137 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Frank B. Messer; being Document No. 356202.

FRED W. SICK

City Clerk of the City of San Diego, California

By HT 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 5 - 6 - 7 - 8, Block 64, of Middle-town,

NOW, THEREFORE, This AGREEMENT, signed and executed this 17 day of Sept, 1945, by Louis Moorsteen that he will, for and in consideration of the permission granted to remove 35' feet of curbing on Ivy between Kettner and Calif. 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 agreement herein named.

LOUIS MOORSTEEN

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 17th day of Sept, A.D. Nineteen Hundred and forty five before me Theo Fintzelberg a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis Moorsteen 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.

THEO FINTZELBERG

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

I hereby approve the form of the foregoing agreement this 19th day of September, 1945.

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

RECORDED OCT 20 1945 19 min. past 1 P.M. in Book 1957 at page 138 of Official Records, San Diego Co., Cal. Recorded at request of City of San Diego.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Louis Moorstein; being Document No. 356326.

FRED W. SICK

City Clerk of the City of San Diego, California

By HT 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, Harold Kramer is the owner of Lots 28-31, Block 9, of La Jolla Park

NOW, THEREFORE, This AGREEMENT, signed and executed this 21 day of Sept. 1945, by Harold Kramer that he will, for and in consideration of the permission granted to remove 70 feet of curbing on Fay between Pearl and Kline adjacent to the above described property, binds himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

HAROLD KRAMER

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 21st day of September, 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 Harold Kramer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) 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 28th day of September, 1945.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED OCT 4 1945 40 min. past 9 A.M. in Book 1966 at page 27 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
RUTH HUBBARD
I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D.County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Harold Kramer; being Document No. 356405.
FRED W. SICK
City Clerk of the City of San Diego, California

By F. J. 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 First Brethren Church of San Diego, a Corporation, is the owner of Lots 25 to 29, Block 98, of University Heights,

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of September 1945, by The First Brethren Church of San Diego that they will, for and in consideration of the permission granted to remove 20 feet of curbing on El Cajon Blvd between Park Blvd. and Georgia St adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

The First Brethren Church of San Diego, a Corporation,
By A. R. METZ
Chairman of Board of Trustees. (SEAL)

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

On this 24th day of September, 1945, before me, August M. Wadstrom a Notary Public in and for the said County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared A. R. Metz known to me to be the Chairman, Board of Trustees of the Corporation that executed the within instrument, known to me to be the persons who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
My Commission expires Aug. 6 '49 State of California
I hereby approve the form of the foregoing agreement this 25th day of September, 1945.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED OCT 4 1945 40 min. past 9 A.M. in Book 1966 at page 27 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
RUTH HUBBARD
I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D.County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from The First Brethren Church of San Diego; being Document No. 356449.

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

By F. J. 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, Dell Thurber is the owner of Lot 10, Block 187, of Roseville,

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of September, 1945, by Dell Thurber that he will, for and in consideration of the permission granted to remove 18' foot feet of curbing on Xenaphon between Rosecrans and Lucas 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 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 Dell Thurber my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

DELL THURBER
734 Ventura Pl.

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

On this 29th day of September, A.D. Nineteen Hundred and 1945 before me Agnes G. Ells, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dell Thurber known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 Oct. 16, 1948 State of California
I hereby approve the form of the foregoing agreement this 2nd day of October, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED OCT 15 1945 10 A.M. in Book 1956 at page 345 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Dell Thurber; being Document No. 356596.

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

By F. 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, Jack Nuttall - Dorothy Nuttall - Herb Styris and Thelme Styris DBA NUTTALL STYRIS COMPANY is the owner of Lot North half (1/2) Lot D, Block 43, of New San Diego,

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of October, by Jack Nuttall, Dorothy Nuttall, Herb Styris, Thelme Styris that will, for and in consideration of the permission granted to remove 15 feet of curbing on Columbia between F and E Street adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

NUTTALL-STYRIS COMPANY
By H. W. STYRIS Partner
825 Columbia Street

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 3d day of October, A.D. Nineteen Hundred and Forty Five, before me, Marguerite R. Capps, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. W. Styris known to me to be one of the partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 19, 1949 State of California
I hereby approve the form of the foregoing agreement this 9th day of October, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED OCT 15 1945 10 A.M. in Book 1956 at page 342 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Nuttall-Styris Company; being Document No. 356703.

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

By F. T. Patten Deputy

This negotiated contract made this 17th day of October, 1945, between the United States of America (hereinafter called the "Government"), represented by the Chief of the Bureau of Yards and Docks, Navy Department (hereinafter called the "Contracting Officer") and the City of San Diego (hereinafter called the "City"), a municipal corporation organized and existing under and by virtue of the laws of the State of California,

WITNESSETH:

WHEREAS, it is recognized that the deficiency of the water supply in San Diego County, California, has become of emergency importance to the Government, owing to the large Naval, other military, Federal housing, and other Government installations in the area; and

WHEREAS, as a result of extended studies by the interested parties a joint program has been formulated as hereinafter provided which it is anticipated will effectively eliminate such water supply deficiency; and

WHEREAS, the Contracting Officer has determined that the accomplishment of the provisions of this contract, including the furnishing by the Government of extensive facilities on the terms provided, is necessary in the interest of the national defense;

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE 1 - FACILITIES TO BE FURNISHED BY GOVERNMENT AND LEASE THEREOF

(a) The Government, at its own expense, shall diligently prosecute to completion a steel and concrete aqueduct running from a connection with the Colorado River aqueduct of the Metropolitan Water District of Southern California near the west portal of San Jacinto tunnel in Riverside County, to San Vicente Reservoir, in San Diego County, which undertaken project is hereinafter referred to in its entirety as the "Aqueduct", and includes the entire structure and appurtenances thereto together with those rights in real property acquired by the Government for its construction or operation. The Aqueduct shall be constructed in accordance with the presently existing Government specifications therefor (such specifications being generally identified as Bureau of Yards and Docks Specifications numbered 16713, 16781, 17270, 16954, 17383, 16998, 16254, and likewise the specifications contained in Bureau of Supplies and Accounts Contract N5sy 3213, and also including such additional specifications as the Contracting Officer may deem desirable for the completion of the work), which specifications are by this reference made a part hereof. The Government may make such changes in such specifications as it may deem proper, provided, however, that no fundamental changes therein will be made without first consulting with the City. The estimated cost of the aqueduct is \$14,500,000 and the estimated completion date is May, 1947, but neither party guarantees such amount or date nor sponsors either of them as a material representation hereunder.

(b) Upon completion of the aqueduct as determined by the Contracting Officer, the Government shall deliver the possession thereof to the City for use in its water system and upon the following lease basis:

(i) After the date of delivery of possession to it the City shall thereafter repair, maintain and operate such aqueduct and shall be responsible for the safekeeping thereof regardless of the cause of loss or damage thereto and for all charges and assessments of whatsoever type or nature thereafter accruing against the same, it being intended that after the date of such delivery of possession under this lease the Government shall be without financial obligation or liability with respect to such property and that such property shall be maintained intact and free of encumbrance. The City shall hold the Government, its officers, agents and employees, harmless from any claims or liabilities arising out of the City's operations or other activities under this lease and shall not permit of the attachment of any encumbrance whatsoever to such Government property. The Government shall have access to the premises leased hereunder at all reasonable times for inspection or other proper purposes. Should the City fail in any of its undertakings under this paragraph, the Government, at its option and without prejudice to such other rights as it may have, may enter the premises and remedy such default or any part thereof and charge the actual cost thereof to the City plus 15% to cover overhead and general expense, which total amount together with interest at the rate of 4% per annum from the date of expenditure to the date of payment shall be paid to the Government by the City on June 1 immediately succeeding the date when the Government completes or discontinues the remedying of such default or part thereof.

(ii) Title to the aqueduct shall remain in, and title to all replacements and improvements thereto made during the life of this lease shall vest in, the Government.

(iii) The annual rental under this lease shall be \$500,000. The lease period shall commence to run from the date the Government delivers possession of the aqueduct to the City. Such annual payment shall be divided into quarterly payments of \$125,000 each, the first of such payments to be made within three months of said date of delivery of the aqueduct and the remainder quarterly thereafter.

(iv) This lease shall continue until such time as the City has paid to the Government in rentals the full amount of the true cost to the Government, as defined in Article 3, of the aqueduct. During the term of this lease the City shall have the right and option to purchase said aqueduct from the Government upon the terms and conditions contained in either of the following sub-paragraphs (1) and (2), the option in each being deemed independent of the option in the other:

(1) At intervals of five years the City may in writing request the Contracting Officer to name and fix a purchase price of said aqueduct, and thereafter the City may purchase said aqueduct for the price so named, and thus terminate the lease; provided that if the City is unable to pay the price so fixed out of the annual revenues of said City for the year in which said option is exercised, then said purchase by said City must be first authorized by a vote of two-thirds of the qualified electors of said City voting at an election held for that purpose. The ratification of said purchase shall be authorized by said electors within one year following the notice by said City that it desires to exercise the option. This right or option on the part of the City to purchase said aqueduct shall inure to the benefit of any assignee of the City under an assignment pursuant to the provisions of Article 5.

(2) Upon receipt in writing from said City the contracting officer shall furnish to said City in writing the true cost to the Government of said aqueduct. Thereupon the City shall have the right and option to purchase said aqueduct by paying to said Government said true cost of said aqueduct, provided that the purchase has been first authorized by a vote of two-thirds of the qualified electors of said City voting at an election held for that purpose, if the City is unable to pay said price out of the annual revenue for said year. In event that said purchase is so authorized by said electors at said election the Government shall convey to said City all of its right, title and interest in and to said aqueduct and appurtenances, upon payment to said Government of the full and true cost of said aqueduct, minus any rentals theretofore paid by said City under the terms and provisions of this lease-contract.

(v) Notwithstanding any of the foregoing provisions, this lease shall not continue for a period of more than thirty-two (32) years from date of delivery to the City. Should this lease terminate by reason of the expiration of such period, except such

termination as may be occasioned by the City exercising the option to purchase, as hereinabove provided, then the aqueduct, together with all replacements and improvements, shall be redelivered to the Government, free of encumbrance, and in as good condition as when delivered to the City, reasonable wear and tear excepted.

ARTICLE 2 - FACILITIES AND SERVICE TO BE FURNISHED BY CITY

(a) The City, at its own expense, shall diligently prosecute to completion that water treatment plant and additions to the water transportation system and connections to the distribution system as contemplated by the City bond issue approved at the election held in said City on the 17th day of April, 1945.

(b) The City shall diligently pursue and the Council of said City shall forthwith take such legal steps as may be necessary and authorized by law to secure an adequate supply of water from the Metropolitan Water District of Southern California to be supplied through said aqueduct.

(c) The City shall exert every reasonable effort to supply all Government agencies and establishments within the area with an adequate supply of fresh, clear and potable water at applicable and non-discriminatory rates, provided, however, that this agreement shall in no way estop the Government from taking appropriate action with respect to any rates or service which it may deem unreasonable or otherwise improper. This stated obligation of service shall not be limited to any particular source of water.

ARTICLE 3 - TRUE COST TO GOVERNMENT OF AQUEDUCT.

(a) The true cost to the Government of the aqueduct is herein defined as the sum of (i) the cost of acquisition of all rights in real property acquired for either the construction or operation of the aqueduct, including incidental costs such as appraisals, surveys, maps, title evidence, court costs, and the like, (ii) the cost of construction contracts utilized in the accomplishment of the aqueduct plus the reasonable value of Government-furnished material and equipment furnished with respect thereto, and (iii) those costs incurred in the field for Government or other employees (exclusive of naval officers) and equipment in connection with the work on the aqueduct (excluding that required in the preparation of presently existing specifications) which the contracting officer finds to be in excess of those costs which would have been incident to the ordinary maintenance of Government establishments in the absence of such work.

(b) It is anticipated that the City and the contracting officer will be able to agree upon all items of such true cost. To the extent agreement is reached, such agreement shall, in the absence of fraud, supersede for the items covered the application of the above stated definition of true cost. To the extent that agreement is not reached the determination of whether disputed items are a part of true cost within said definition shall be deemed a question of fact within the meaning of Article 9 hereof.

ARTICLE 4 - RIGHT OF RE-ENTRY UPON DEFAULT

Should the City, after the delivery to it of possession of the aqueduct as hereinabove provided, default or continue in default in any of the rental payments to be made by it to the Government or in any of its other undertakings hereunder, whether included in the lease arrangement or otherwise, and remain in such default after sixty (60) days from written notice to it from the contracting officer to remedy such default, then the Government at its option and without prejudice to such other rights as it may have, may re-enter and take exclusive possession of such aqueduct, with or without process of law, and free and clear of any obligation in respect thereto to the City or any one claiming through the City. Rental payments made by the City prior to the date of such re-entry shall be retained by the Government and any rental payments accrued but unpaid on such date (and for this purpose rent shall be deemed to accrue pro rata from day to day) shall be forthwith paid to the Government, all such payments being deemed to be compensation for the use of the aqueduct during the period of the City's possession.

ARTICLE 5 - ASSIGNMENT.

Neither this contract, nor any interest therein, nor any claim arising thereunder, shall be transferred by the City to any party or parties without the written approval thereto of the Government; provided, however, that the Government will consent to the assignment of the City's rights and interests herein to either the Metropolitan Water District of Southern California and/or the San Diego County Water Authority, upon such terms and conditions as may then be deemed reasonable by the contracting officer for the purpose of preserving the intent of this agreement and the protection of the Government's interests therein.

ARTICLE 6 - FAILURE TO INSIST ON COMPLIANCE - REMEDIES NOT EXCLUSIVE.

Failure of the Government in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any provided right or option herein conferred, shall not be construed as a waiver or relinquishment for the future of any such terms, options or rights. Nothing contained in this contract shall be construed as in any manner abridging, limiting, or depriving the United States of any means of enforcing any remedy either at law or in equity for the breach of any of the provisions hereof which it would otherwise have.

ARTICLE 7 - COVENANT AGAINST CONTINGENT FEES.

The City warrants that it 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.

ARTICLE 8 - OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

ARTICLE 9 - DISPUTES.

Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this contract shall be decided by the contracting officer, subject to written appeal by the City within 30 days to the Secretary of the Navy or his duly authorized representative, whose decision shall be final and conclusive. Pending decision, the City shall diligently proceed with performance.

ARTICLE 10 - NON DISCRIMINATION IN EMPLOYMENT.

The City in performing work under this contract shall not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The City shall include an identical provision in all of its subcontracts. For the purposes of this article, subcontracts shall 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.

ARTICLE 11 - LABOR PROVISIONS.

In the event the City accomplishes any of its undertakings hereunder by private contract, such contract or contracts shall contain appropriate provisions to assure compliance with the following acts to the extent the same are applicable:

Davis Bacon Act (U.S.C. 276 a as amended);
Copeland Act (40 U.S.C. 276 b and 276 c); and
The Eight Hour Law (40 U.S.C. 321, 324-6, and in part modified by
Section 303 of Pub. Act. No. 781, 76th Congress, approved
Sept. 9, 1940).

ARTICLE 12 - CONTRACTING OFFICER

The designation "Contracting Officer" means the Chief of the Bureau of Yards and Docks or any one authorized to act for him.

This negotiated contract is made pursuant to the provisions of the First War Powers Act, 1941, the Second War Powers Act, 1942, and the Act of July 2, 1940 (54 Stat. 712).

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

UNITED STATES OF AMERICA
By B. MORELL
Chief of the Bureau of Yards and Docks, Navy Department

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

Witnesses:
KIRBY SMITH
FRED A. HEILBRON

I hereby approve the form and legality of the foregoing contract, this 17 day of October, 1945.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for construction and lease of aqueduct in Riverside and San Diego Counties; being Document No 356879.

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

By _____ Deputy

KNOW ALL MEN BY THESE PRESENTS, That CRANE COMPANY, a corporation, 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 TEN and no/100 Dollars (\$610.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this _____ day of _____, 19____.

THE CONDITION OF THE ABOVE 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 ft - 2" copper tubing
400 ft - 2" brass pipe
100 - 2" Jones quarter bends
100 - 2" Jones C to C couplings

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

CRANE CO.
R. E. MUSE Mgr.

ATTEST: SHIRLEY F. WILSON (SEAL)

Principal
GENERAL CASUALTY COMPANY OF AMERICA
By FRANK FIEGER Attorney-in-Fact
Surety

ATTEST: _____ (SEAL)

I hereby approve the form of the within Bond, this 17th day of October, 1945.

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

I hereby approve the foregoing bond this 18 day of Oct 1945.

F. A. RHODES,
City Manager

STATE OF California COUNTY OF San Diego ss.

On this 9 day of October, 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) SHIRLEY F. WILSON
Notary Public San Diego Co., California
My commission expires 8-21-48

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, 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 CRANE CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

3000 ft - 2" Type K, copper water service tubing
400 ft - 2" std. red brass IPS pipe (material manufactured by Phelps Dodge & furnished in 20' lengths)
100 2" Jones quarter bands
100 2" Jones C to C couplings

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 356010.

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

3000' - 2" copper tubing	@ \$ 0.43 per ft	\$ 1290.00
400' - 2" brass pipe	@ \$ 0.81 " "	324.00
100 - 2" quarter bends	@ \$ 4.00 each	400.00
100 - 2" C to C couplings	@ \$ 4.23 " "	423.00

Said prices include the California State Sales Tax.

Said contractor agrees to complete the delivery of said materials on or before the _____ day of November, 1945.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

Said City, in consideration of the furnishing and delivery of said 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 sum of Two Thousand Four Hundred Thirty-seven and no/100 Dollars (\$2437.00), which said sum includes the California State Sales Tax.

Payment will be made for said materials 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 have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81821 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

CRANE CO.

R. E. MUSE Mgr

Contractor

ATTEST: _____

I hereby approve the form and legality of the foregoing contract this 17th day of October, 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 Crane Company for furnishing pipe and fittings; being Document No. 356896.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. J. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That ELLAS H. JONES, and co-partners doing business under the firm name and style of JONES KNITTING MILLS, 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 FOUR HUNDRED SEVENTY-SIX Dollars (\$476.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said

Principal hereby binds 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 11th day of October, 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: 400 red wool sweaters in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

F. ALVIN JONES

HYRUM E. JONES

ELLAS A. JONES

ATTEST: LILLIAN CREASY

Co-partners dba JONES KNITTING MILLS

Principal

GLOBE INDEMNITY COMPANY

By E. L. COLE Attorney in Fact

Surety (SEAL)

ATTEST: _____

STATE OF CALIFORNIA,

} ss

County of Los Angeles,

On this 11th day of October 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

Notary Public in and for said County and State

(SEAL)

My Commission expires May 14, 1948

I hereby approve the form of the within Bond, this 15th day of October, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 18 day of Oct. 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 19th day of October, 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 ELLAS H. JONES and HYRUM E. JONES and F. ALVIN JONES co-partners doing business under the firm name and style of JONES KNITTING MILLS, 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:

400 red wool sweaters in accordance with the specifications therefor on file in the office of the City Clerk under Document No. 356009.

Delivery f.o.b. San Diego 120 days from execution of this contract.

Said contractor hereby agrees to do and perform all of said work at and for the sum of One Thousand Nine Hundred Four Dollars (\$1904.00), plus the sum of \$47.50, being the California State Sales Tax on the sum of \$1900.00.

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 warrant drawn upon the proper fund of said City, the following sum, to-wit:

One Thousand Nine Hundred Fifty-one and 50/100 Dollars (\$1951.50), which said sum includes the California State Sales Tax.

Payment will be made for said material in accordance with purchase order and delivery.

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 have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

(a) If lawfully within its power, remove the cause which prevents performance; or
(b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or

(c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or

(d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of

performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81819 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

HYRUM E. JONES

F. ALVIN JONES

ELLAS H. JONES

ATTEST: LILLIAN M. CREASY

Co-partners dba JONES KNITTING MILLS

Contractor

I hereby approve the form and legality of the foregoing contract this 15th day of October, 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 Jones Knitting Mills for furnishing 400 red wool sweaters; being Document No. 356897.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten 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 SEVENTY-THREE and no/100 Dollars (\$73.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of October, 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: 100 James Jones J-1531 2" couplings in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

MISSION PIPE & SUPPLY COMPANY (SEAL)
PAUL O. VANCE Pres.

Principal

HARTFORD ACCIDENT AND INDEMNITY COMPANY
By M. SHANNON, Attorney in Fact (SEAL)
Surety

ATTEST: ARTHUR F. H. WRIGHT
Secretary

ATTEST: G. GORDON HURLBURT

STATE OF CALIFORNIA,

County of San Diego

ss

On this 11th day of October, 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

I hereby approve the form of the within Bond, this 16th day of October, 1945.

MARSTON BURNHAM

Notary Public in and for San Diego County,

State of California

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 18 day of Oct. 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 11th day of October, 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 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:

100 James Jones J-1531 2" couplings in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 356010.
Delivery f.o.b. San Diego, 3 weeks from date of execution of this contract.

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

100 James Jones 2" couplings @ \$2.915 ea \$291.50

Said price includes the California State Sales Tax.

Said parties agree that there shall be no obligation to deliver or to receive or use the said product when and while, and to the extent that the receiving or using, or manufacturing or making deliveries in the customary manner are prevented or hindered by an act of God, fire, strike, partial or total lockout, commandeering of raw materials, products, plants or facilities, by military authorities.

Said City, in consideration of the furnishing and delivery of said couplings 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 couplings by said City, will pay said contractor the sum of Two Hundred Ninety-one and 50/100 Dollars (\$291.50), which said sum includes the California State Sales Tax.

Payment will be made for said couplings in accordance with purchase order and delivery.

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 have been engaged, and which are entirely beyond the control of either party, that may hinder, delay or render impossible the performance of this contract in accordance with its terms and conditions.

It is therefore mutually understood and agreed, anything herein contained to the contrary notwithstanding, that in event the contractor shall be prevented by reason of any Federal law, valid rule, order or regulation from securing the material, equipment or manpower necessary to perform this contract, the following equitable procedure shall govern:

The contractor shall in writing notify the City of his inability to perform, stating in full the reasons therefor and the probable duration of such inability. If required he shall also submit proof or evidence in support of his claim of inability to perform.

If it shall appear to the satisfaction of the City Council that the cause of inability to perform arose after the contract was entered into, and is beyond the control of the contractor, the City, pursuant to resolution of the City Council, may—

- (a) If lawfully within its power, remove the cause which prevents performance; or
- (b) Suspend this contract until the cause of inability to perform is removed, but not for a longer period than 30 days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

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

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

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

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 81820 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

MISSION PIPE & SUPPLY COMPANY (SEAL)

PAUL O. VANCE Pres.

Contractor

ATTEST: ARTHUR F. H. WRIGHT

Secretary

I hereby approve the form and legality of the foregoing contract this 16th day of October, 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 Mission Pipe and Supply Company for furnishing 100 2" Jones couplings; being Document No. 356898.

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 GLOBE INDEMNITY COMPANY, New York, N.Y. a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND FOUR HUNDRED 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 28th day of September, 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 J, V-type, 12 cylinder, 1250 gallon per minute, 120#
pumping engine, water tank and hose car,
in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: L. K. FORNOF Ass't. Sec.

THE SEAGRAVE CORPORATION
LESTER STEVENSON Vice Pres't.
W. W. HIRSCH Dist. Mgr.
Principal (SEAL)

ATTEST: _____

Countersigned by:

GLOBE INDEMNITY COMPANY
By WILL H. BATES Atty-in-Fact
M. V. KAHN Attorney-in-fact
Surety (SEAL)

STATE OF CALIFORNIA,

County of Los Angeles,

ss.

On this 3rd day of October in the year 1945, before me, L. Hollingshead, a Notary Public in and for the County and State aforesaid, personally appeared M. V. Kahn 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.

(SEAL) L. HOLLINGSHEAD
Notary Public in and for said County and State
My Commission expires May 14, 1948

I hereby approve the form of the within Bond, this 3rd 15th day of October, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 15th day of October 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 September, 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 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, water tank and hose car, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 355735.

Said contractor hereby agrees to furnish and deliver the equipment above described for the sum of \$13,537.50 NET.

Said price does not include the California State Sales, which the City of San Diego will pay in the amount of \$338.43.

Said contractor agrees to complete said delivery on or before the 28th day of March, 1946.

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

Thirteen Thousand Five Hundred Thirty-seven and 50/100 Dollars (\$13,537.50).

Upon delivery of said equipment, and the acceptance of the same by the City Manager, and then the terms of this contract shall have been fully complied with to the satisfaction of the City Manager of said City, payment will be made to said contractor of the contract price.

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. 31781 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
THE SEAGRAVE CORPORATION
LESTER STEVENSON Vice Pres't.
Contractor (SEAL)

ATTEST: L. K. FORNOF Ass't. Sec.

I hereby approve the form and legality of the foregoing contract this 15th day of October, 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 The Seagrave Corporation for furnishing one fire engine; being Document No. 356900.

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 15th day of October, 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.
Lot 24, Block F, Alta Vista Suburb	6/30/30	54274	8/1/35	1568
Lots 1, 2, 3, Block 1, Marilou Park	6/29/29	60063	8/1/34	11201

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
	Oct. 15, 1945	Oct. 15, 1946	Oct. 15, 1947	Payment
	(As of date of execution of Agreement)	(Anniversary Date of Agreement)	(2nd Anniversary Date of Agreement)	(Upon sary date of exercise of option)
Lot 24, Block F, Alta Vista Suburb	\$3.00	\$3.00	\$3.00	\$50.00
Lots 1, 2, 3, Block 1, Marilou Park	1.25 each	1.25 each	1.25 ea.	\$10.00 each

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 said 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 15th day of October, 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. 18378, adopted on the 3rd day of July, 1945, and Resolution No. 81823, adopted on the 25th day of September, 1945, the day and year first hereinabove written.

ATTEST: J. B. McLEES, County Clerk and
Ex-officio Clerk of the Board of Supervisors
By H. THIEL
Deputy

(SEAL)

BOARD OF SUPERVISORS OF THE COUNTY
OF SAN DIEGO, STATE OF CALIFORNIA
By DEAN E. HOWELL
Acting 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 10-9-45

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 October 19, 1945

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

(SEAL)

Approved as to form Date 10/9/45

THOMAS WHELAN,
District Attorney in and for the County of San Diego,
State of California
By CARROLL H. SMITH
Deputy

Date _____
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 Alto Vista Suburb and Marilou Park; being Document No. 356992.

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

By Francis T. Fatten Deputy

No. 115,057

ENCROACHMENT PERMIT

To City of San Diego
Walter Cooper, City Manager
Civic Center
San Diego, California

San Diego, California

January 13, 1943

In compliance with your request of 19 and subject to all the terms, conditions and restrictions written below or printed as general or special provisions on any part of this form PERMISSION IS HEREBY GRANTED to install and maintain a 16" diameter cast iron pipe water line in portions of Feeder Road Harbor Drive South Access DA-NR-8U4 as shown on Defense Public Works drawings titled Unit 7 - Harbor Front Pipe Line dated April 1942 (revised 12-2-42) with Specifications and as further required herein and by the State Highway representatives.

State specifications for backfill and pavement repair are attached. Backfill may be puddled where sand or predominately sandy material is used to fill the trench. If material other than sand is used, such portions of the backfill must be mechanically tamped to 90% relative compaction.

When a section of pipe is installed, hydrostatic tests shall be completed as rapidly as possible and backfill made immediately following, in order to avoid delay to the road contractor.

Spoil from trench shall be deposited in the location which shall afford the least obstruction to the road contractor's operations.

Not more than 1000 feet of trench shall be open in advance of the actual laying of the water line at any time.

Water line contractor shall be responsible for the protection of traffic at any point where his operations interfere with existing traveled ways, and within the limits affected by his operations. Adequate barricades, flagmen and lights shall be provided by the contractor.

Water line contractor shall avoid placing materials or equipment in such locations as to interfere with road contractor's operation, and shall remove all material and equipment promptly when pipe is laid and backfill completed.

Full cooperation of water line contractor with road contractor is required to avoid delaying progress of operations on both projects. The installation across Vesta Street shall be completed in one half the width of the street before disturbing the other half, so as to avoid interference with the operations of the highway contractor.

The permittee shall check and avoid interference with existing and planned structures and facilities.

The crossing of Chollas Creek may be by pile trestle provided that the waterway cross section area afforded by the highway structure opposite is not restricted. The water line shall not interfere with or pass through the sheet piling of the highway structure.

All work, materials and warning and safety devices shall be satisfactory to the State Highway Resident Engineer.

Your attention is called to the General Provisions numbered 1 to 27, inclusive, printed herein.

This permit is to be strictly construed and no work other than that specifically mentioned above is authorized hereby.

This permit shall be void unless the work herein contemplated shall have been completed before April 1, 1943.

DEPARTMENT OF PUBLIC WORKS DIVISION OF HIGHWAYS

C. H. PURCELL State Highway Engineer

E. E. WALLACE, Dist. Engr.

By R. L. BEUTHEL, Dist. Off. Engr.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Encroachment Permit No. 115,057 from State Division of Highways for Harbor Front Pipeline; being Document No. 357029.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fatten Deputy

HA(Cal-4803)mph-159

AGREEMENT

WHEREAS, the United States of America is now the owner and in possession and control of the Linda Vista Housing Project, No. CAL-4092, 4251, 4255, 4256 (Management CAL-4803), and is acting through the FEDERAL PUBLIC HOUSING AUTHORITY, hereinafter referred to as the "Authority", in the development and management of the aforesaid project situated within the City of San Diego, State of California; and said Linda Vista Housing Project is now served by its own sewer system, which discharges the effluent from its septic tanks into Mission Bay; which said method of sewage disposal from said Housing Project is not satisfactory to the Authority, and the Authority desires to have the outfall sewer of the said sewer system connected to the sewer system of The City of San Diego; and

WHEREAS, THE CITY OF SAN DIEGO, a municipal corporation, situated in the County of San Diego, State of California (hereinafter referred to as the "City"), is willing to extend one of the interceptor sewer mains of its existing sewer system to a point at which a connection may be made to the outfall sewer of said Linda Vista Housing Project's sewer system, and is willing to permit said outfall sewer to be connected to said interceptor sewer main of the City; and

WHEREAS, war-time scarcities of men and materials, and necessary restrictions and priority regulations on the use of materials needed for war, have prevented said extension of the City's interceptor sewer main until the present time, and in the meantime the cost of construction of said extension has increased by approximately Forty-two Thousand Dollars (\$42,000.00) over the estimated cost of construction thereof, and provision must be made for said increased cost of construction; and in order to hasten the construction of said extension and the connection thereto of the outfall sewer of said Housing Project's sewer system for the benefit of said Housing Project, the Authority is willing to bear a portion of said increased cost of construction; NOW, THEREFORE,

IT IS HEREBY AGREED by and between said Federal Public Housing Authority and said The City of San Diego, as follows:

I.

That the City, within six (6) months from the date of this agreement, will commence the construction of the extension of its existing Interceptor Sewer Main, from its present termination at a point on Greenwood Street, near Jefferson Street, northerly to a point between Pacific Highway and The Atchison, Topeka and Santa Fe Railroad tracks, opposite Nashville Street (all within The City of San Diego). At said latter point said extension of said Interceptor Sewer Main will be fitted with a suitable manhole, adapted to the connection of said extension of said Interceptor Sewer Main with the Outfall Sewer of said Linda Vista Housing Project, and the City will make the connection of said sewers at said manhole.

II.

From the time that said connection is made, sewage from the sewer system of said Linda Vista Housing Project shall be discharged into said Interceptor Sewer Main of the City, and shall be disposed of through the sewage disposal system of the City; provided, however, that the kinds and condition of sewage and waste matter which may be so discharged from the Linda Vista Housing Project sewer system into the sewage disposal system of the City shall at all times be subject to all laws of the State of California regulating the disposal of sewage and to all ordinances of the City of San Diego regulating the disposal of sewage (which ordinances shall not provide any other or different rules for sewage originating in Linda Vista Housing Project than are applicable to sewage originating in all parts and areas of the City of San Diego).

III.

Upon the connection of the Outfall Sewer of the Linda Vista Housing Project to the sewage disposal system of the City, through the said extension of said Interceptor Sewer Main, and the beginning of the discharge of sewage from Linda Vista Housing Project into the sewage disposal system of the City, the Authority will pay to the City the sum of Twenty Thousand Dollars (\$20,000.00), as a partial reimbursement to the City on account of the said increased cost of construction of said extension of said Interceptor Sewer Main.

IV.

In the event that the City shall, for any reason, fail to commence construction of said extension of said Interceptor Sewer Main within the time hereinabove specified, or shall fail to complete the said extension, or shall fail to cause the connection of said extension with said Outfall Sewer of the Linda Vista Housing Project, The City of San Diego shall not be liable in damages to the Authority, nor to any inhabitant of said Linda Vista Housing Project, nor to any owner of property, either real or personal, situated therein.

V.

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. The City shall include the foregoing provision in all contracts for any part of the work contemplated by this Agreement.

VI.

The City warrants that it has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to terminate the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent 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.

VII.

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.

VIII.

Pursuant to Executive Order No. 9196 materials manufactured or produced in a penal or correctional institution may be incorporated in the project under this contract, provided such materials are not produced pursuant to any contract or other arrangement under which prison labor is hired out to, employed or used by any private person, firm or corporation.

IN WITNESS WHEREOF, said The City of San Diego has executed this Agreement, by the City Manager of said City, in accordance with Resolution No. 81775 of the Council of the City of San Diego, and said Federal Public Housing Authority has executed this Agreement by Langdon W. Post, Regional Director, this 9th day of October, 1945.

ATTEST: FRED W. SICK (SEAL)
City Clerk

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

UNITED STATES OF AMERICA
FEDERAL PUBLIC HOUSING AUTHORITY
By LANGDON W. POST

For the Federal Public Housing Commissioner

I HEREBY APPROVE the form and legality of the foregoing Agreement this 14th day of September, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

Approved Regional Counsel

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Federal Public Housing Authority as to construction of interceptor sewer main connections for Linda Vista Housing Project; being Document No. 357053.

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

By Francisco T. Tollen 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 FIVE HUNDRED TWENTY-SIX DOLLARS (\$526.00), lawful money of the United States of America, to be paid to said The City of San Diego, for 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 October, 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 WEST POINT LOMA BOULEVARD, MIDWAY DRIVE and ROSECRANS STREET, within the limits and as particularly described in Resolution of Intention No. 81494, adopted by the Council on July 17, 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 FRANKLIN T. HALE
Attorney-in-Fact

Surety

I hereby approve the form of the foregoing Undertaking this 27 day of October, 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. 81815 passed and adopted on the 25th day of September, 1945, require and fix the sum of \$526.00 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)

STATE OF CALIFORNIA,

County of San Diego

ss

On this 8th day of October, 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)

Notary Public in and for said County and State

CONTRACT FOR STREET LIGHTING

Midway Drive Lighting District No. 1

THIS AGREEMENT, made and entered into this 30th day of October, 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 following streets, in the City of San Diego, California, to-wit:

WEST POINT LOMA BOULEVARD, between the southwesterly line of Midway Drive and the southeasterly line of Lot 2 of the partition of Pueblo Lot 219;

MIDWAY DRIVE, between the northwesterly line and the southwesterly prolongation thereof of Pueblo Lot 243 and the northerly line of Barnett Avenue; and

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 and those parcels of land acquired by the State of California for highway purposes, commonly known as West Point Loma Boulevard, Midway Drive, Rosecrans Street and Barnett Avenue.

Such furnishing of electric current shall be for a period of one year from and including October 1, 1945, to-wit: to and including September 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 Midway Drive Lighting District No. 1", filed July 20, 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 Thousand One Hundred One and 20/100 Dollars (\$2101.20) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "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 Two Thousand One Hundred One and 20/100 Dollars (\$2101.20), 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 Two Thousand One Hundred One and 20/100 Dollars (\$2101.20).

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

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

ATTEST: R. C. CAVEL
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
CHARLES B. WINCOTE
ERNEST J. BOUD
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 27 day of October, 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 Midway Drive Lighting District No. 1; being Document No. 357060.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

A G R E E M E N T

WHEREAS, The Dennstedt Co., a corporation is the owner of 57 Talmadge Park Manor #2, and

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

THIS AGREEMENT, signed and executed this 2nd day of October 1945, by the undersigned, that they will, for and in consideration of the permission granted them to remove 18 feet of curbing on Collier Ave. adjacent to the above described property, bind them to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

THE DENNSTEDT CO.

(SEAL)

E. W. DENNSTEDT

K. L. DENNSTEDT

4110 El Cajon

STATE OF CALIFORNIA

County of San Diego

} ss.

On this 3rd day of October, 1945 before me, the undersigned, a Notary Public in and for 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.

RALPH SHATTUCK

(SEAL)

Notary Public in and for said County and State

I HEREBY APPROVE the form of the foregoing agreement this 18th day of October, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 29 1945 51 min. past 10 A.M. in Book 1960 at page 292 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 The Dennstedt Co.; being Document No. 356886.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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, Scott King is the owner of Lot 12 & 13, Block 7, of El Retiro

NOW, THEREFORE, This AGREEMENT, signed and executed this 19 day of October, by Scott King that I will, for and in consideration of the permission granted to remove 36 feet of curbing on El Cajon Ave between 60th and College Ave. adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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 agreement herein named.

SCOTT KING

2880 El Cajon Ave.

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 19th day of October, 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 Scott King known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

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 22nd day of October, 1945.

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

RECORDED OCT 29 1945 51 min past 10 A.M. in Book 1960 at page 295 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 Scott King; being Document No. 356921.

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

By F. W. Sick Deputy

A G R E E M E N T

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

WHEREAS, Beatrice V. Nave is the owner of Lot J, Block E, of Horton Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of October 1945 by Beatrice V. Nave that I will, for and in consideration of the permission granted to remove 16 feet of curbing on First St. between E St. & F St. and adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Beatrice V. Nave and Otto C. Buysman, Lessee and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

OTTO C. BUYSMAN (Lessee's
872 - 1st S.D. Signature)
(Address)

BEATRICE V. NAVE (Owner's Signature)
4036 Hillcrest Drive
(Address)

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

On this 22nd day of October, A.D. Nineteen Hundred and forty five, before me, L.N. Voeltzel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Beatrice V. Nave and Otto C. Buysman 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) 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 23rd day of October, 1945.

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

RECORDED OCT 29 1945 51 min. past 10 A.M. in Book 1960 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.
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 Beatrice V. Nave; being Document No. 356945.

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

By F. W. Sick Deputy

KNOW ALL MEN BY THESE PRESENTS, That COAST ELECTRIC CO., 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 THREE HUNDRED ONE Dollars (\$301.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of October, 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: 5600# - #10 AWG Solid, hard drawn, Peerless Weatherproof, Triple Braid Weight, URC Mica Finish, copper wire, 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.

COAST ELECTRIC CO. (SEAL)
C. A. PEARCE Pres.

ATTEST: EARL C. RICE
Secretary

Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY
By M. SHANNON Attorney in Fact (SEAL)
Surety

ATTEST: V. JORGENSEN

STATE OF CALIFORNIA,

) ss.

County of San Diego

On this 23rd day of October, 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.

MARSTON BURNHAM

(SEAL)

My Commission expires Nov. 19, 1948

Notary Public in and for San Diego County, State of

State of California

I hereby approve the form of the within Bond, this 27th day of October, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 27th day of October 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 23rd day of October, 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 COAST ELECTRIC CO., a corporation, party of the second part, and hereinafter sometimes designated as the Contractor,

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver f.o.b. Fire Department Warehouse, 1555 State Street, San Diego, California:

5600 lbs. #10 AWG solid, hard drawn, Peerless weather-proof triple braid weight, URC mica finish, copper wire, in approx. 175 lb. coils, of General Cable Corp. manufacture; in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 356281.

Shipment from Los Angeles, California, plant in 10 weeks after execution of contract, subject to applicable W.P.B. regulations and conditioned upon availability of raw materials which may be affected by such regulations.

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

5600# Copper wire	@ \$21.43 cwt	\$1200.08
Plus California State sales tax		.30.00
		<u>\$1230.08</u>

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 warrant drawn upon the proper fund of said City, the following sum, to-wit:

One Thousand Two Hundred Thirty and 08/100 Dollars (\$1230.08), which said sum includes the California State sales tax.

Payment will be made for said material in accordance with purchase order and delivery.

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 have been 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. 81893 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES,

City Manager

COAST ELECTRIC CO.

(SEAL)

C. A. PEARCE Pres.

Contractor

ATTEST: EARL C. PRICE

Secretary

I hereby approve the form and legality of the foregoing contract this 27th day of October, 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 Coast Electric Co. for furnishing 5600# of copper wire; being Document No. 357065.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

File No. T5-RE-2858

Call Letters W 6 X H A

FEDERAL COMMUNICATIONS COMMISSION

Washington, 25, D.C.

EXTENSION OF LICENSE

The Class 2 (Municipal Police) Experimental radio station license of City of San Diego, California dated October 9, 1944, is hereby extended for one year, beginning 3:00 a.m., E.S.T., November 1, 1945, until further order of the Commission, but in no event to extend beyond 3:00 a.m., E.S.T., November 1, 1946, in exact accordance with existing license, subject to the following condition with respect to frequencies:

The frequency or frequencies assigned are on a temporary basis and are

subject to change at any time without advance notice or hearing by the

Commission through its Chief Engineer, if such action should be necessary.

Dated this 8th day of October, 1945.

By direction of the FEDERAL COMMUNICATIONS COMMISSION

T. J. SLOWIE,

Secretary

(SEAL) haw

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Extension of license from Federal Communications Commission for police radio; being Document No. 357078.

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 25th day of October, 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 AUSTIN W. CORDTZ and LENA B. CORDTZ, hereinafter designated as the Lessees, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the lessees, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessees hereby hire and accept from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California, 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:

All that tideland area lying southeasterly from the southwesterly prolongation of the southeasterly line of Laurel Street, between 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, and the northeasterly line of Atlantic Street (now named Pacific Highway), as said Atlantic Street was dedicated as and for a public street by Resolution No. 108, proceedings of the Harbor Commission of The City of San Diego, State of California; containing 1185 square feet of tideland area.

The lands hereinabove described being shown on Harbor Department Drawing No. 188-B, dated September 25, 1945, 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 November, 1945, and ending on the 31st day of October, 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 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.

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 no buildings or structures are to be erected on said premises, but said area is to be landscaped and planted, and said landscaping and planting shall be properly kept and maintained during the term of this lease.

(2) 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, 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.

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

(4) In the event the lessees 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 right or claim thereto, and the said City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said premises, and said lessees shall forfeit all rights and claims thereto and hereunder; and said lessees, in accepting this lease, hereby acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessees to comply with the terms and conditions hereinbefore mentioned.

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

IN WITNESS WHEREOF, a majority of the members of the Harbor Commission of The City of San Diego have hereunto subscribed their names as and for the act of said City, and the said lessees have hereunto subscribed their names, the day and year first hereinabove written.

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

THE CITY OF SAN DIEGO Lessor

By EMIL KLIKA

A. BORTHWICK

R. H. VAN DEMAN

Members of the Harbor Commission

AUSTIN W. CORDTZ

LENA B. CORDTZ

Lessees

I hereby approve the form of the foregoing Lease, this 25th day of October, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease with Austin W. and Lena B. Cordtz at Laurel and Pacific Highway; being Document No. 357068.

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 CONTRACT, made and entered into this 1st day of October, 1945, between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter called the "owner", and JAMES M. MONTGOMERY, of the City of Los Angeles, County of Los Angeles, State of California, party of the second part, hereinafter called the "engineer", WITNESSETH:

That the parties hereto mutually agree as follows:

ARTICLE I.

EMPLOYMENT OF ENGINEER

The owner hereby employs the engineer to perform necessary professional services including but not limited to those hereinafter set forth in connection with

(a) The design and construction of the Alvarado Treatment Plant, a portion of which shall be two stories in height but the greater portion of which shall be one story, located on premises hereinafter to be acquired by The City of San Diego in the neighborhood of Murray Reservoir; said plant to be of such size and capacity as to treat 6,000,000 gallons of water per day, as said water is brought to it from (1) El Capitan Reservoir, (2) San Vicente Reservoir, (3) Colorado River aqueduct, and at some later time, if necessary, from (4) Sutherland and/or Pamo Reservoirs, and (5) Morena and Barrett Reservoirs; said treatment plant to be built in such manner that additional units may be later added so as to increase the capacity of treatment to 100,000,000 gallons per day.

ARTICLE II

ENGINEER'S SERVICES

The engineer hereby accepts said employment and agrees to perform all the necessary professional services to the satisfaction of the owner, including but not limited to the following:

(a) Participation in all conferences with the owner or its representatives necessary for the development of the drawings, specifications and documents in accordance with the applicable standards and requirements of law;

(b) Preliminary investigations, including water treatment studies, preliminary plans and reports, and preliminary estimates of cost, all preliminary work to be approved and accepted by the owner, before beginning the preparation of the detailed plans and specifications;

(c) Preparation of such complete general and detailed working plans, studies, drawings, specifications and detailed estimates of cost, satisfactory to the owner, as are necessary for obtaining bids and for the efficient execution of the work, which said work shall include all plant equipment, the structural work of the entire plant, the finishing of the exterior and interior work, including but not limited to plumbing, drainage, ventilating and electrical work, if any, all of such plans and specifications to be approved and accepted by the California State Board of Health, City of San Diego Building Department and any other necessary authorities;

(d) Preparation of forms for construction proposals, advertisements, construction contracts and bonds, subject to the approval and acceptance of The City of San Diego, the owner;

(e) Tabulation of bids and assistance in awarding contracts for construction;

(f) General supervision of the work of the contractors, including supervision of the work of the owner's Resident Engineer; assistance in the correct interpretations of

the plans and specifications; making periodical visits to the site of the work; supervision of owner's shop and mill inspection; supervision of test borings, etc., required to determine foundation conditions.

ARTICLE III.

CONFORMITY TO LEGAL REQUIREMENTS

The 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 IV.

ASSOCIATED ENGINEERS

The Engineer shall have the option, with the written consent of the owner, to associate with him and at his expense, other engineers or structural engineers to render services in connection with the planning of the buildings, and to delegate to them such duties as they may delegate without relieving themselves from administrative or other responsibility under this agreement.

ARTICLE V.

THE ENGINEER'S FEE

The owner shall pay to the engineer for the performance of all services required herein the sum of 5-1/4% of the cost of the project with the exception of that portion of the work which may be engineered by the City's forces, and except also, cost of the building site.

ARTICLE VI.

PAYMENTS

(a) 1% to be paid upon the completion of the preliminary investigations, preliminary general plans and approximate estimate of costs, and the approval and acceptance of the same by the owner.

(b) 3% when working or contract plans and specifications with detailed estimates of cost are completed;

(c) 1-1/4% payable in approximately equal monthly payments during the course of construction of the project;

(d) For any additional services required by the owner due to changes ordered by the owner or due to the delinquency or insolvency of the contractor or as a result of fire, flood or costs beyond the control of the engineer, the owner shall pay the engineer the actual payroll cost of such additional services, plus an amount equal to the payroll cost for the overhead and services of the engineer;

(e) In the event that work on the project shall be suspended or abandoned, at the time the preliminary plans are completed and accepted, the owner shall pay the engineer for his services 1% of the cost of the building as provided in Paragraph (a) of this Article VI.

ARTICLE VII.

SUSPENSION OR ABANDONMENT OF WORK

If the work should be suspended or abandoned subsequent to that time, the owner agrees to pay the engineer the actual payroll costs to the time of such abandonment, plus an amount equal to the payroll costs for the overhead and services to that time, such payment to be in full and final settlement for all work theretofore performed by the engineer and all work shall upon said payment become the property of the owner.

ARTICLE VIII.

PAYMENT SHALL TERMINATE CONTRACT

The payment of the compensation provided for by this Article shall operate to terminate this contract and to extinguish all of the rights and obligations of the parties hereunder.

ARTICLE IX.

TERMINATION

If the engineer violates any of the terms or conditions of this contract, or if, in the opinion of the owner, the conduct of the engineer is such that the interests of the owner are thereby likely to be placed in jeopardy, the owner may by written notice to the engineer terminate this contract, in which event all work theretofore performed by the engineer shall become the property of the owner; provided, however, that the engineer shall receive equitable compensation for such services as shall, in the opinion of the owner, have been satisfactorily performed up to said date of termination, such compensation to be fixed by the owner, whose decision shall be binding and conclusive upon the parties hereto.

ARTICLE X.

OWNERSHIP OF DOCUMENTS

All working plans, studies, drawings, specifications, cost estimates and contract documents supplied as herein required are the property of the owner, whether the work for which they are made be executed or not. The engineer shall furnish to the owner such preliminary copies of all drawings and specifications as are necessary for the study of the owner and their representatives; shall supply the copies of said drawings and specifications which may be required by State or Federal agencies and shall supply three (3) additional copies to be owner; and any additional copies are to be furnished at production cost.

ARTICLE XI.

SURVEYS, BORINGS AND TESTS

The owner shall upon request and without cost to the engineer, furnish such surveys, borings, test pits and tests as may be necessary to reveal conditions of the site which must be shown for the proper development of the required drawings and specifications.

ARTICLE XII.

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 engineer shall have the right to join with him in the performance of this contract, any qualified person or persons, acceptable to the owner, with whom he may in good faith enter partnership or similar relation.

Except as above, the engineer shall not sublet, assign or transfer his interest in this contract without the written consent of the owner.

ARTICLE XIII.

TIME FOR COMPLETION

Time is of the essence of this contract. The engineer shall deliver to the owner the aforesaid plans, studies, drawings, specifications, cost estimates and contract documents on or before the expiration of nine (9) months from the date of execution of the within contract, unless such time shall be extended in writing by the owner.

All of the plans, studies, drawings, specifications, cost estimates and contract documents required to be submitted to the owner shall become the property of the owner.

ARTICLE XIV
CANCELLATION OF PRESENT CONTRACT

Upon the execution of this instrument a contract dated June 1, 1945, now existing between The City of San Diego, a municipal corporation, and James M. Montgomery, shall be cancelled and be of no further force and effect.

IN WITNESS WHEREOF, The City of San Diego, as owner, has caused this contract to be executed in its name by the City Manager, hereunto duly authorized by Resolution No. 81870 and James M. Montgomery, as engineer, has hereunto subscribed his name, the day and year in this contract first above written.

This contract is executed in duplicate, the original and duplicate original hereof shall be deemed to be an original.

THE CITY OF SAN DIEGO, Owner,
By F. A. RHODES,
City Manager
JAMES M. MONTGOMERY
Engineer

I HEREBY APPROVE the form and legality of the foregoing contract this 29th day of October, 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 James M. Montgomery as Engineer for design and construction of Alvarado Treatment Plant; being Document No. 357070.

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

By Francis T. Fatten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY B. G. CARROLL, UNDER HIS CONTRACT FOR THE CONSTRUCTION OF STORM DRAINS IN PORTIONS OF FAIRMOUNT AVENUE, ORANGE AVENUE AND POLK AVENUE, IN THE CITY OF SAN DIEGO, CALIFORNIA, WHICH SAID CONTRACT IS DATED AUGUST 13, 1945, AND IS ON FILE IN THE OFFICE OF THE CITY CLERK OF SAID CITY AS DOCUMENT NO. 355721.

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, under his contract with the City for the construction of storm drains in FAIRMOUNT AVENUE, between Polk Avenue and El Cajon Boulevard; in ORANGE AVENUE, between Fairmount Avenue and Copeland Avenue; and in POLK AVENUE, between Fairmount Avenue and 43rd Street, in The City of San Diego, California, and which contract is dated August 13, 1945, and is on file in the office of the City Clerk of said City as Document No. 355721, 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 October 4, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on October 9, 1945, by resolution duly and regularly passed and adopted, officially accepted the 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 9th day of October, 1945.

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

RESOLUTION NO. 81890

WHEREAS, it appears by a communication from the City Engineer, dated October 6, 1945, and approved by the City Manager, on file with the City Clerk of said City, that the work performed and materials furnished by B. G. Carroll for the furnishing of any and all required labor, equipment, materials and services for the construction of storm drains in FAIRMOUNT AVENUE, between Polk Avenue and El Cajon Boulevard; in ORANGE AVENUE, between Fairmount Avenue and Copeland Avenue; and in POLK AVENUE, between Fairmount Avenue and 43rd Street, in the City of San Diego, California, which contract is dated August 13, 1945, and is on file in the office of the City Clerk of said City as Document No. 355721, 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 Manager, 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 storm drains in Fairmount Avenue, Orange Avenue and Polk Avenue, within the limits above mentioned, 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 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 San Diego County a notice of the completion and acceptance of said contract work by said City.

Presented by _____

Approved as _____

to form by _____

City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 9th day of October, 1945, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Boud, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilmen: Hartley, Dail, Austin

ATTEST: HARLEY E. KNOX
Mayor of the City of San Diego, California

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

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

(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. 81890 of the Council of the City of San Diego, California, as adopted by said Council OCT 9, 1945.

(SEAL) FRED W. SICK
City Clerk
By AUGUST M. WADSTROM, Deputy
RECORDED OCT 10 1945 15 min past 10 A.M. in Book 1965 at page 192 of Official Records, San Diego Co , Cal Recorded at request of
ROGER N. HOWE, County Recorder
By Deputy D. COLE
I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON
Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and acceptance of contract of B.G.Carroll for storm drains in Fairmount, Orange and Polk Avenues; being Document No. 356697.
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. ROSS MORRIS, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of MARYLAND as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX HUNDRED FOUR and no/100 Dollars (\$604.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of October, 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 remove certain street trees in the City of San Diego, California, 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.
J. ROSS MORRIS

ATTEST: E. W. HIGGINS Principal
ATTEST: D. A. SHIELDS UNITED STATES FIDELITY AND GUARANTY CO.
By R. VICTOR VENBERG Attorney-in-fact
Surety (SEAL)
STATE OF CALIFORNIA)
County of San Diego) ss

On this 25th day of October in the year one thousand nine hundred and forty-five before me, E.W.Higgins, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. Victor Venberg, known to me to be the duly authorized Attorney-in-fact of the United States Fidelity and Guaranty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said R. Victor Venberg duly acknowledged to me that he subscribed the name of the United States Fidelity and Guaranty Company thereto as Surety and his own name as Attorney-in-fact.

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

E. W. HIGGINS
(SEAL) Notary Public in and for San Diego County,
My Commission expires Feb. 28, 1949 State of California
I hereby approve the form of the within Bond, this 29th day of October, 1945.
J. F. DuPAUL, City Attorney
By J. H. McKINNEY
Deputy City Attorney

I hereby approve the foregoing bond this 31st day of October 1945.
F. A. RHODES, City Manager

MATERIAL AND LABORMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That J. ROSS MORRIS, as Principal and UNITED STATES FIDELITY AND GUARANTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND TWO HUNDRED EIGHT and no/100 Dollars (\$1208.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds himself, his heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 25th day of October, 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 removing of certain street trees 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. 356089.

WHEREAS, the aforesaid penal sum of One Thousand Two Hundred Eight and no/100 Dollars (\$1208.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to insure 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, 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 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.

J. ROSS MORRIS

Principal

UNITED STATES FIDELITY AND GUARANTY CO.

By R. VICTOR VENBERG Attorney-in-Fact

Surety

(SEAL)

ATTEST: D. A. SHIELDS

STATE OF CALIFORNIA

) ss

County of San Diego

On this 25th day of October in the year one thousand nine hundred and forty-five, before me E. W. Higgins, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared R. Victor Venberg, known to me to be the duly authorized Attorney-in-fact of the United States Fidelity and Guaranty Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-fact of said Company and the said R. Victor Venberg duly acknowledged to me that he subscribed the name of the United States Fidelity and Guaranty Company thereto as Surety and his own name as Attorney-in-fact.

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

E. W. HIGGINS

(SEAL)

Notary Public in and for San Diego County,

State of California

My Commission expires Feb. 28, 1949

I HEREBY APPROVE the form of the foregoing Bond this 29th day of October, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 29th day of October, 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 October, 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. ROSS MORRIS, 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 removal of street trees, together with their roots, to a depth which will prevent new growth from the roots, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 356089, from the following locations:

Northwest corner West Ash and State Streets,	5 Grevillea trees
Northwest corner West Ash and Union Streets,	3 " "
1500 block on 10th Avenue, east side,	3 Eucalyptus "
Southwest corner Beech Street and 10th Avenue,	1 Pepper tree
Southeast corner 5th Avenue and Redwood Street,	2 Eucalyptus trees
Southeast " " " " Evans Street,	1 " tree
Northeast " " " " Ivy Lane	1 " "
3625 - 4th Avenue	2 Grevillea trees
1100 block on F Street, north side	2 Eucalyptus "
1738 Logan Avenue	1 Eucalyptus tree
1264 - 24th Street	5 Camphor trees

and the replacing of curbs and sidewalks damaged or removed in the performance of said work removal of tree parts and debris so that the street is left in a clean condition, and the filling and tamping of holes left after removal of said trees.

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

Removal of:

5 Grevillea trees, nw cor West Ash & State Streets	\$ 650.00
3 " " nw cor West Ash & Union Streets	450.00
3 Eucalyptus " 1500 blk on 10th Ave, east side	500.00
1 Pepper tree sw cor Beech St & 10th Avenue	50.00
2 Eucalyptus trees, se cor 5th Ave & Redwood Street	90.00
1 " tree se cor " " Evans Street	30.00
1 " " ne " " " Ivy Lane	65.00
2 Grevillea trees, 3625 - 4th Ave	100.00
2 Eucalyptus " 1100 block on F Street, n side	200.00
1 Eucalyptus tree, 1738 Logan Avenue	95.00
5 Camphor trees 1264 - 24th Street	185.00
	<u>\$2,415.00</u>

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 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 Four Hundred Fifteen Dollars (\$2,415.00), said payments to be made as follows: Upon completion of the work above described, and the acceptance of the same by the Park Director of The City of San Diego, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the

State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor further agrees that he will not underlet nor assign this contract, or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees that he will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the Park Director of said City.

The work shall be conducted under the immediate supervision of the Park Director of said City, or such other official or officials as he may appoint, and will be inspected by inspectors appointed by said Park Director, who will enforce strict compliance with the terms of this contract.

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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 said 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>
Truck drivers, less than 6 tons	\$ 7.60
Truck drivers, 6 to 15 tons	8.00
Laborers	7.60
Labor foreman	9.00

For overtime and on Sundays and legal holidays, one and one-half times above rates.

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.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the Park Director unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

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 have been 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.

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. 31897 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

J. ROSS MORRIS

Contractor

ATTEST:

I hereby approve the form and legality of the foregoing contract this 29th day of October, 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. Ross Morris for removal of certain street trees; being Document No. 357137.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 30th day of October, 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 FRANK L. HOPE, JR., hereinafter called the "Architect", WITNESSETH:

WHEREAS, the Owner intends to erect an addition to the Memorial Recreation Building, located at 2902 Marcey Street, 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 fee of 4% of the cost of the work, with other payments and reimbursements as hereinafter provided, the said percentage being hereinafter referred to as the "basic rate".

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.

2. SEPARATE CONTRACTS. The basic rate applies to work let under a single contract. For any portions of the work let under separate contracts, on account of extra service thereby required, the rate shall be four per cent, greater, and if substantially all the work is so let the higher rate shall apply to the entire work; but there shall be no such increase on any contracts in connection with which the owner reimburses the Engineers' fees to the Architect, or for articles not designed by the Architect but purchased under his direction.

3. 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.

Work let on any cost-plus basis shall be the subject of a special charge in accord with the special service required.

If any work designed or specified by the Architect is abandoned or suspended the Architect is to be paid for the service rendered on account of it.

4. PAYMENTS. Payments to the Architect on account of his fee shall be made as follows, subject to the provisions of Article 3:

Upon completion of the preliminary studies, a sum equal to 20% of the basic rate computed upon a reasonable estimated cost.

5. 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.

6. 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 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.

7. 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.

8. 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 to 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.

9. The original tracings and specifications prepared under this agreement shall be the property of the Owner. Specifications shall be typed on mimeograph or spirit duplicator stencils in order that they be reproduced by the Owner when calling for bids. Architect shall furnish one set of complete plans and specifications in addition to the original drawings and stencils.

10. Upon acceptance of plans and specifications by Owner and after receiving bids for construction, final payment shall be made to the Architect for his services based on the lowest and best bid. In no event shall payments to the Architect exceed 4% of the lowest and best bid.

11. If bids for construction are not called for and received within 60 days after acceptance of plans and specifications by Owner, final payment to the Architect shall be based upon the cost estimate prepared by the Architect and approved by the Owner.

The Owner and the Architect hereby agree to the full performance of the covenants contained herein.

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. 81936 of the Council authorizing such execution, and the Architect has hereunto subscribed his name the day and year first above written.

THE CITY OF SAN DIEGO, Owner
By F. A. RHODES

City Manager

FRANK L. HOPE JR.

Architect

I HEREBY APPROVE the form and legality of the foregoing Agreement this 30th day of October, 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 Frank L. Hope Jr. as architect for plans for addition to Memorial Recreation Building; being Document No. 357138.

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

WHEREAS, The City of San Diego, a municipal corporation, hereinafter called the "City", is now the owner of a certain sewage treatment plant, hereinafter called the "plant", and desires to construct enlargements thereof and additions thereto, and for that purpose desires to secure the services of F. S. CURRIE, hereinafter called the "Engineer", to design the said enlargements and additions, including all necessary structures, tanks, piping and equipment therefor; NOW, THEREFORE, IT IS HEREBY AGREED by and between the City and the Engineer as follows:

I.

That the Engineer will make all necessary studies to determine the ultimate capacity of the plant, including all such enlargements thereof and additions thereto as can be made to operate with satisfactory efficiency and constructed and operated at a cost not disproportionate to the efficiency and results to be achieved. For this purpose, the Engineer may require the City to furnish to him whatever data the City may at that time have available, concerning the said plant; but the Engineer shall verify the accuracy and sufficiency of all such data before using the same as the basis for any part of his computations or designs. Any other data needed by the Engineer shall be obtained by him at his own expense. For the purpose of making all necessary studies, the Engineer shall be given free access, at all reasonable times, to all portions of the existing plant.

II.

From the data obtained and the studies so made, the Engineer shall furnish to the City a detailed and comprehensive report, in writing, setting forth the nature and extent of all enlargements of and additions to the existing plant which can be efficiently incorporated with the now existing facilities of the plant; In addition thereto, the Engineer shall prepare a preliminary plan and preliminary cost estimate of all enlargements of, additions to, and alterations of the existing plant which the Engineer may recommend to be made for the purpose of enlarging said plant to its maximum efficient capacity. This preliminary plan shall show the proposed location, size, type, and relationship to the existing plant, of all proposed structures, tanks, by-passes and major pipelines. This preliminary plan shall be submitted to the City Manager of said City, or his duly appointed representative, and the Engineer shall confer thereon with the City Manager, and the approval of the City Manager shall be secured upon a preliminary plan before detailed plans are commenced. All matters of policy with reference to location of structures and facilities, type of equipment to be used, and general architectural construction and appearance of buildings and other structures, shall be determined by consultation with the City Manager or his duly appointed representative.

III.

Within 180 days after the execution of this contract document, the Engineer shall complete and submit to the City Manager the detailed plans and specifications and cost estimates for all of said proposed alterations of, enlargements of, and additions to the now existing plant, based upon the said preliminary plans and specifications. These shall be complete in every detail, and all necessary cross-sections, elevation views, profiles, and large-scale details shall be included therein; and wherever required, existing portions of the now existing plant structures and equipment shall be shown in sufficient detail to clearly show the manner and type of any structural connections of proposed new construction to existing construction. It is the intent of this contract to secure a complete set of plans and specifications, which will enable contractors to submit an accurate and intelligent proposal for the construction of the proposed works; and the detailed plans and specifications and cost estimate shall be subject to the approval of and acceptance by the City Manager. The City Manager, or his authorized representative, may inspect the plans and specifications at all reasonable times during the course of preparation thereof. If, during construction of any of said alterations, enlargements and/or additions, supplemental plans and/or specifications are required to clarify any condition which may be encountered during construction, the Engineer shall furnish such supplementary plans and/or specifications without extra cost to the City; provided, however, that such supplemental plans and/or specifications may not be required of the Engineer, without cost to the City, unless the City shall let the contract for the construction of said

alterations, enlargements and/or additions within One (1) year after acceptance of said detailed plans, specifications and cost estimate.

The Engineer shall also prepare, when needed, the application to the Board of Health of the State of California, with all necessary data, for all permits which may be required for the construction and operation of the said alterations, enlargements and/or additions to the plant.

As a part of the detailed plans and specifications, the Engineer shall furnish to the City a complete and detailed cost estimate, broken down into standard construction units in accordance with standard bidding practice. In the event that the Engineer and the City cannot agree as to the correctness of any item or items in this cost estimate, the Engineer shall appoint one arbiter, the City shall appoint one arbiter, and the two arbiters shall appoint a third arbiter; and in the event that the two arbiters are unable to agree upon the appointment of the third arbiter, then the third arbiter shall be appointed by the judge of the Presiding Department of the Superior Court of the State of California in and for the County of San Diego. So far as the Engineer and the City have agreed upon the correctness of any item or items in the cost estimate, such item or items shall not be within the scope of the arbitration, but only those items which are still in dispute between the Engineer and the City shall be determined by the arbitration. The arbiters shall report their decision in writing, and the decision of a majority of the arbiters shall be final as to each item of cost so submitted to arbitration. The arbiters shall be paid a reasonable fee for their services, and the cost of such arbitration shall be borne equally by the Engineer and the City.

The cost estimate so furnished by the Engineer, subject to any changes therein which may be made by mutual agreement or by arbitration, as hereinabove provided, shall be the basis upon which the Engineer's compensation shall be computed, as hereinafter provided; except that, in the event that, within 120 days after acceptance of the detailed plans, specifications and cost estimate, the City shall award a contract for the construction of the alterations, enlargements and/or additions called for in the detailed plans and specifications, or for any part thereof, then the contract price at which the contract for construction of any such alteration, enlargement and/or addition is awarded shall be the basis (for such part of the entire project covered by the detailed plans and specifications as such contract may include) upon which the Engineer's compensation shall be computed.

V.

All original drawings in the detailed plans and specifications shall be drawn in India ink on tracing linen; size and type of sheets shall conform to the standards prescribed by the City Engineer of the City. Upon acceptance of the detailed plans and specifications by the City, the Engineer shall furnish five complete sets of blueprint plans and specifications, together with the original tracings and specifications which shall be and remain the property of the City.

VI.

Wherever said plans and specifications contemplate the use of any patented substance, article, design or process, the detailed specifications shall expressly and clearly state the fact that such substance, article, design or process is patented, and said cost estimate shall include and separately state the royalty which must be paid for the use of such substance, article, design or process.

VII.

The time herein provided for the completion of detailed plans and specifications by the Engineer shall not be affected by the time required to secure any decision or approval on the part of the City, provided such decision is made and communicated to the Engineer, or such approval is given, within ten days after submission by the Engineer; but if more than ten days is consumed in securing such decision or approval, the time allowed the Engineer for completion of such plans and specifications shall be extended by the excess of such time over ten days.

VIII.

In addition to the furnishing of plans, specifications and cost estimate, the Engineer will furnish to the City, during the course of construction of the said alterations, enlargements and/or additions, his advice and general supervision of said construction; not, however, including any testing of materials, staking out the work, or furnishing any construction engineers.

IX.

For all services to be rendered hereunder, the compensation of the Engineer shall be five and one-quarter per cent (5-1/4%) of the estimated cost of construction of the alterations, enlargements and/or additions for which detailed plans, specifications and cost estimates are furnished, as herein provided; including, however, any revision of such estimated cost accomplished by mutual agreement or by arbitration, as provided in Paragraph IV hereinabove; and provided, further that the contract price of construction shall govern over estimated cost as specified in Paragraph IV, hereinabove.

On or before the fifth day of each calendar month during the course of preparation of the studies, plans, specifications and cost estimates, the Engineer may file with the City Manager a statement, setting forth the estimated percentage of the total work of making the studies, plans, specifications and cost estimates required under this contract which the Engineer shall have completed up to and including the last day of the preceding calendar month. The statement shall include a cost estimate for the work so completed. Upon approval by the City Manager of the Engineer's estimate of work completed and the cost estimate, the City will compute the amount of compensation earned by the Engineer, as shown by the statement and cost estimate; from the amount so computed ten per cent (10%) will be deducted, and from the remainder will be deducted the aggregate of all payments previously made to the Engineer on account of his compensation, and the balance remaining of the earned compensation will be paid to the Engineer.

However, no payments will be made to the Engineer prior to approval of the preliminary plans and specifications and preliminary cost estimates, as provided in Paragraph II hereinabove. Thereafter, the partial payments herein provided for will be computed on the basis of said preliminary cost estimate until the Engineer's work is sufficiently advanced to enable him to base his estimate upon the detailed cost estimate.

Final payment of any balance remaining due to the Engineer will be made not later than 120 days after acceptance of the detailed plans, specifications and cost estimates; provided, however, that in the event that the Engineer's cost estimate has been revised by mutual agreement, arbitration, or by determination of actual contract price of construction, as hereinabove provided, the actual amount, if any, remaining due to the Engineer after the making of partial payments as provided in this paragraph shall be determined upon the basis of such revision of the cost estimate or such contract price, and the balance so determined to be due, if any, shall be paid to the 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. 81970 of the Council authorizing such execution, and the Engineer has hereunto subscribed

his name, this 1st day of October, 1945.

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

I HEREBY APPROVE the form and legality of the foregoing Agreement this 2nd day of November, 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 F. S. Currie as Engineer for plans for addition to sewage treatment plant; being Document No. 357165.

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

By Francis T. Tatten Deputy

CONTRACT BETWEEN THE UNITED STATES OF AMERICA AND THE CITY
OF SAN DIEGO FOR THE SUPPLYING OF WATER HA(CAL-4995)mph-103

THIS CONTRACT, made and entered into this Eighth day of August, 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 400 units to be located in or near the City of San Diego, (Identification No. CAL-4995N), 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: 3' W/W/L of Worden on Voltaire N.

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 E. EUGENE TUCKER

For the Federal Public Housing Commissioner

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

ATTEST: FRED W. SICK (SEAL)

City Clerk

APPROVED Regional Counsel

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Federal Public Housing Authority for supplying water to Voltaire Housing Project Cal-4995-N; being Document No. 357159.

FRED W. SICK

City Clerk of the City of San Diego, California

By Frances T. Totten 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 and no/100 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 23rd day of October, 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 VOLTAIRE STREET, WHITTIER STREET, XENOPHON STREET, YONGE STREET, EDITH LANE, PLUM ST. & WILLOW STREET, within the limits and as particularly described in Resolution of Intention No. 81413, adopted by the Council of said City on July 10, 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: _____ (SEAL)

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE

Attorney-in-Fact

Surety

STATE OF CALIFORNIA,)

) ss

County of San Diego)

On this 23rd day of October, 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)

Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 9th day of October, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 81888 passed and adopted on the 9th day of October, 1945, 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 13th day of November, 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 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 24, 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, 1945, to-wit, to and including October 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 Roseville Lighting District No. 1", filed July 26, 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 Eighty-five and no/100 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: 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
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 9th day of October, 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 for Roseville Lighting District No. 1; being Document No. 357340.

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

By FT Vatten Deputy

A G R E E M E N T

THIS INDENTURE, made and entered into this 15th day of June, 1945, by and between THE CITY OF LA MESA, a municipal corporation of the County of San Diego, State of California, and THE CITY OF SAN DIEGO, a municipal corporation of the City of San Diego, County of San Diego, State of California, WITNESSETH:

WHEREAS, it is to the mutual interest of The City of La Mesa and The City of San Diego that a sewer line be constructed and maintained from The City of La Mesa's sewer line near University Avenue and 70th Street, in the City of La Mesa, northerly along 70th Street to a point where the northern boundary line of The City of La Mesa intersects 70th Street; and

WHEREAS, such sewer line would serve territory in both the City of La Mesa and the City of San Diego; and

WHEREAS, plans and profiles have been drawn by the engineer of The City of La Mesa and are now on file in the Engineer's Office of The City of San Diego; and

WHEREAS, the estimated cost of constructing a sewer line according to the above mentioned plans and profiles is \$20,000.00; NOW, THEREFORE,

In consideration of the mutual benefits to be derived from such sewer line by both the above-named cities and the consideration hereinafter set forth, The City of La Mesa and The City of San Diego agree with each other as follows:

A. The City of La Mesa agrees as follows:

1. That it will construct the above described sewer line, in accordance with the plans and profiles above mentioned.

2. That when the said sewer line is constructed it will then maintain and keep same in a serviceable condition at no cost to The City of San Diego during the life of this agreement.

3. That it will permit The City of San Diego the use of said sewer line, free of any charge, to serve that portion of The City of San Diego known as La Mesa Colony and adjoining territory thereto as long as this agreement is in effect.

B. The City of San Diego agrees as follows:

1. That it will pay to The City of La Mesa \$10,000 as part of the cost and expense of constructing said sewer line.

This agreement shall be in force and effect for ninety-nine (99) years from and after the date hereof, unless sooner terminated by an agreement by and between the two named cities hereto.

IN WITNESS WHEREOF, this agreement is executed by The City of La Mesa, by and through its Mayor under and pursuant to a resolution of its Council No. 3350 adopted Aug. 15, 1945; and executed by The City of San Diego, by and through its City Manager, under and pursuant to a resolution of its Council No. 81250, adopted June 12, 1945.

THE CITY OF LA MESA,
By BENJAMIN POLAK

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

City Manager

I HEREBY APPROVE the form of the foregoing Agreement this 13th day of August, 1945.
W. H. JENNINGS

City Attorney, La Mesa

I HEREBY APPROVE the form and legality of the foregoing Agreement this 8 day of June, 1945.

J. F. DuPAUL, City Attorney,
By EDWARD H. LAW

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with The City of La Mesa regarding construction and maintenance of sewer line; being Document No. 357415.

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

By Francis T. Totten Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 15th day of November, 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 J. W. POWERS, hereinafter designated as 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 hereinafter 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:

N 1/2 of SE 1/4 of Section 34, Township 16 South, Range 2 West, being 80 acres of land more or less;

For a term of two (2) years, beginning on the 1st day of November, 1945, and ending on the 31st day of October, 1947, at the following rentals: Sixty-four Dollars (\$64.00) for said two-year term, based upon the rate of 40¢ per acre per annum, payable in advance at the office of the Lessor upon the execution of this lease.

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

First. That the above described premises are leased to said lessee for 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. That lessee will not graze stock on said premises during wet weather.

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. 82033 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

City Manager

J. W. POWERS

Lessee

I HEREBY APPROVE the form and legality of the foregoing lease this 15th day of November, 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 J. W. Powers for grazing purposes; being Document No. 357432.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

A G R E E M E N T

THIS AGREEMENT, made this 6 day of November, 1945, between THE CITY OF SAN DIEGO, a municipal corporation, and RUSSELL WILKINSON, of Lakeside, San Diego County, California, WITNESSETH:

I.

That Russell Wilkinson is the owner of a certain sorrel gelding horse, four years old, and weighing approximately 900 pounds; that the value of said horse is One Hundred Fifty Dollars (\$150.00).

II.

That, during the life of this agreement, The City of San Diego is entitled to the possession and use of said horse, as a riding horse, for the use of the Water Department of The City of San Diego.

III.

That, in consideration of such possession and use of said horse, The City of San Diego will, at its own expense, furnish said horse with all necessary and proper feed and care, including keeping said horse shod and furnishing all necessary veterinary care, and will return said horse to its owner in as good condition as when received by The City of San Diego; the City of San Diego will also hold said Russell Wilkinson harmless from all liability to any person by reason of any act of said horse. The foregoing shall be in lieu of any rental charge for the use of said horse.

IV.

Either party to this agreement may terminate it by fifteen days notice to the other.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

RUSSELL WILKINSON

Russell Wilkinson

I approve the form and legality of the foregoing agreement, this 6th day of November, 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 Russell Wilkinson for use of horse by Water Development Department; being Document No. 357450.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 1st day of November, 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 UNION OIL COMPANY OF CALIFORNIA, a corporation, hereinafter designated as the Lessee, WITNESSETH:

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

PARCEL NO. 1:

Beginning at the point of intersection of a line drawn parallel to and distant 45 feet northwesterly from the southwesterly prolongation of the northwesterly line of Beardsley Street, as said street is delineated on the Map of Mannasse & Schiller's Addition, filed in the office of the County Recorder of San Diego County, California, with the U.S. Bulkhead Line, as said U.S. Bulkhead Line is now established for the Bay of San Diego; thence northeasterly following along said parallel line a distance of 20 feet to a point, thence northwesterly on a line parallel to and distant 20 feet northeasterly from the said U.S. Bulkhead Line a distance of 118 feet to the true point or place of beginning, thence continuing northwesterly on a line parallel to and distant 20 feet northeasterly from the said U.S. Bulkhead Line a distance of 30 feet to a point; thence at right angles north $39^{\circ} 10'$ east a distance of 170 feet to a point; thence at right angles north $50^{\circ} 50'$ west a distance of 100 feet to a point; thence at right angles south $50^{\circ} 50'$ east a distance of 100 feet to a point; thence at right angles north $39^{\circ} 10'$ east a distance of 212.28 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 numbered 35473; thence south $49^{\circ} 19' 50''$ east along the said mean high tide line a distance of 20.01 feet to a point; thence leaving the said mean high tide line south $39^{\circ} 10'$ west a distance of 111.76 feet to a point; thence at right angles south $50^{\circ} 50'$ east a distance of 10 feet to a point; thence at right angles south $39^{\circ} 10'$ west a distance of 370 feet to the true point or place of beginning; containing 23,340 square feet of tideland area.

PARCEL NO. 2:

Beginning at the point of intersection of a line drawn parallel to and distant 45 feet northwesterly from the southwesterly prolongation of the northwesterly line of Beardsley Street, as said street is delineated on the Map of Mannasse & Schiller's Addition, filed in the Office of the County Recorder of San Diego County, California, with the U.S. Bulkhead Line, as said U.S. Bulkhead Line is now established for the Bay of San Diego; thence continuing southwesterly on the said parallel line to its intersection with the U.S. Bulkhead Line, as said U.S. Bulkhead Line is now established for the Bay of San Diego; thence north $50^{\circ} 50'$ west along the said U.S. Bulkhead Line a distance of 288 feet to a point; thence north $39^{\circ} 18' 10''$ east parallel to the said southwesterly prolongation of the northwesterly line of Beardsley Street a distance of 720 feet to a point, said point being 20 feet northeasterly from the said U.S. Bulkhead Line; thence southeasterly on a line parallel to and distant 20 feet northeasterly from the said U.S. Bulkhead Line a distance of 288 feet to an intersection with the said line parallel to and distant 45 feet northwesterly from the southwesterly prolongation of the northwesterly line of said Beardsley Street; thence south $39^{\circ} 18' 10''$ west along said parallel line a distance of 20 feet to the point or place of beginning; together with the above described property the City will at all times furnish, maintain and make available ingress and egress to and from leased property over and across real property which lies between said leased premises and the San Diego public streets.

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

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for the period of five (5) years, beginning on the 1st day of November, 1945, and ending on the 31st day of October, 1950, 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.

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 PARCEL NO. 1:

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;
 and
 For the fourth five-year period the sum of six cents (6¢) per square foot per year.

FOR PARCEL NO. 2:

The sum of one hundred dollars (\$100.00) per month.

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

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

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

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

(1) That the demised premises hereinabove described as Parcel No. 1 shall be used only for the purpose of constructing, maintaining and operating buildings, tanks, pipelines and other facilities for the storage thereat and sale therefrom of petroleum products in connection with the operation by said lessee of a marine service station and wholesale terminal, and by Benson Lumber Company, in accordance with agreement by and between lessee and Benson Lumber Company, dated May 25, 1945.

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 or dock, and such other structures as may be necessary or convenient for conducting and carrying on the business of the said lessee, and by Benson Lumber Company, in accordance with agreement by and between lessee and Benson Lumber Company, dated May 25, 1945.

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

(3) That 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 wharf or dock erected on said premises at its own cost and expense.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the lessee shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by it on said premises.

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

(6) That said City reserves the right to make such improvements for the development of the facilities of the Bay of San Diego for the purposes of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general plan of harbor improvement adopted by the Council of said City, or by the Harbor Commission of said City, and that the lessee will remove any structures or buildings placed or erected on said demised premises by 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.

(7) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above set forth, or shall fail or refuse to perform any of the obligations by it under this lease undertaken, and shall persist in any such failure or refusal for a period of Sixty (60) days after receiving notice from the lessor requiring it to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and said lessee shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and that the City shall immediately thereupon, without recourse to the courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and thereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

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

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

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

THE CITY OF SAN DIEGO Lessor

By EMIL KLICKA

A. BORTHWICK

R. H. VAN DEMAN

Members of the Harbor Commission of The City of San Diego

UNION OIL COMPANY OF CALIFORNIA Lessee

By A. C. STEWART

Vice President

ATTEST: R. L. NIVEN (SEAL)

Assistant Secretary

I hereby approve the form of the foregoing Lease this 15th day of November, 1945.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with Union Oil Company of California; being Document No. 357470.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business as the CANYON ROCK COMPANY, as Principal and GLENS FALLS INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND FOUR HUNDRED TWENTY-NINE and no/100 Dollars (\$4,429.00), lawful money of the United States of America, to be 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, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of November, 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: 22,800 lineal feet of 6" Class 150 Cement-Asbestos water pipe, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

V. R. DENNIS

ATTEST: A. E. THURSTON

an individual doing business as CANYON ROCK COMPANY

Principal

GLENS FALLS INDEMNITY COMPANY

(SEAL)

By F. E. BRISBINE Attorney

Surety

ATTEST: E. S. STRICKLAND

STATE OF CALIFORNIA

County of Los Angeles

) ss.

On this 14th day of November in the year One Thousand Nine Hundred and forty five before me, Marwin F. Jonas a Notary Public in and for the said County of Los Angeles, residing therein, duly commissioned and sworn, personally appeared F. E. Brisbine known to me to be the Attorney of the Glens Falls Indemnity Company, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

MARWIN F. JONAS

(SEAL) Notary Public in and for the County of Los Angeles, State of California

My Commission expires Nov. 2, 1947

I hereby approve the form of the within Bond, this 16th day of November, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 17th day of November 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 14th day of November, 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 V. R. DENNIS, an individual doing business as the CANYON ROCK COMPANY, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor 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, as required by the City and as directed either to Kettner and Vine Street Pipe Yard or f.o.b. trenchside, San Diego, California:

22,800 linear feet 6" Class 150 Cement-Asbestos water pipe, 13' lengths,

in accordance with the specifications therefor on file in the

office of the City Clerk of said City under Document No. 356783;

including one Simplex coupling assembly for each length of pipe.

Contractor agrees to furnish said City a minimum of one carload of pipe each month, beginning with the month of February, 1946.

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

22,800 linear feet 6" water pipe at \$0.777 per foot.

Total Price

\$17,715.60

Said price does not include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor as follows:

Payments will be made monthly for pipe 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 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. 82035 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

V. R. DENNIS

ATTEST: A. E. THURSTON

an individual doing business as CANYON ROCK COMPANY
Contractor

I hereby approve the form and legality of the foregoing contract this 16th day of November, 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 Canyon Rock Company for furnishing cement asbestos water pipe; being Document No. 357468.

FRED W. SICK

City Clerk of The City of San Diego, California

By

F. 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 FORTY-THREE DOLLARS (\$743.00), 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 November, 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, as particularly described in Resolution of Intention No. 81542, adopted by the Council of said City on July 31, 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 president in
Charge of Sales

Principal

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE Attorney-in-Fact
Surety

ATTEST: R. C. CAVELL
Secretary

(SEAL)

ATTEST: _____

(SEAL)

STATE OF CALIFORNIA,

) ss.

County of San Diego)

On this 5th day of November, 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)

Notary Public in and for said County and State

I hereby approve the form of the foregoing Undertaking this 16th day of November, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY CERTIFY that the Council of The City of San Diego did by Resolution No. 81964 passed and adopted on the 22nd day of October, 1945, require and fix the sum of \$743.00 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 Highway Lighting District No. 1.

THIS AGREEMENT, made and entered into this 20th day of November, 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 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, 1945, to-wit, to and including November 4, 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 Pacific Highway Lighting District No. 1", filed August 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 Two Thousand Nine Hundred Seventy Dollars (\$2,970.00) 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 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 Nine Hundred Seventy Dollars (\$2,970.00) 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 Nine Hundred Seventy Dollars (\$2,970.00).

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: R. C. CAVELL (SEAL)
Secretary

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

THE CITY OF SAN DIEGO
By CHAS. C. DAIL
G. C. CRARY
CHARLES B. WINCOTE
ERNEST J. BOUD
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 16th day of November, 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 for Pacific Highway Lighting District No. 1; being Document No. 357449.

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

By J. F. DuPaul Deputy

LEASE

THIS AGREEMENT, made and entered into this 14th day of November, 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 City Manager thereof, as Lessor, and JOHN E. STREATOR, 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. 1 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 four months, beginning on the 1st day of December, 1945, and ending on the 31st day of March, 1946, at and for a rental of Fourteen Dollars (\$14.00), payable upon the execution of this agreement.

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 Forty-Two Dollars (\$42.00); 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 has been 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 Forty-Two Dollars (\$42.00) 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 14th day of November, 1945.

THE CITY OF SAN DIEGO, Lessor.
By F. A. RHODES,

City Manager
JOHN E. STREATOR & HELEN A STREATOR Lessor
Address: 1317 1/2 W 12th Place
Los Angeles 15 Calif.

I HEREBY APPROVE the form of the foregoing Lease this 19th day of November, 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-Lease with John E & Helen A Streator for portion Pueblo Lot 1340; being Document No. 357504.

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

By F. W. Sick Deputy

Date 11/20/45

From R.A.Campbell, Sup't., Div. of Accounts
To City Clerk, Attention of Helen Willig
Subject Army Contract for Water Service, Cancellation of
Army Contract No. W-04-362E(SC-IX)-60, dated December 1, 1943 for water service to 1236 Columbia Street, a conformed copy of which was sent to you on April 4, 1944, has been cancelled effective December 1, 1945.

R. A. CAMPBELL

fp 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 Army contract for water service at 1236 Columbia Street; being Document No. 357507.

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

By F. W. Sick Deputy

A G R E E M E N T

Regarding Maintaining and Operating a Duplex

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

Dudley H. Hosea and J. Dorothea Hosea, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property;

North ten (10) feet of Lot Forty four (44) and allof Lots Forty five (45) and Forty six (46) Block Two (2) Subdivision American Park, located at 3584 Ethan Allen Street;

That we desire to maintain and operate a duplex on the above described property and have applied for a Zone Variance under Application No. 2871, dated June 5, 1945;

That we, in consideration of approval granted by the City of San Diego to maintain and operate said duplex by Zoning Committee Resolution No. 1003, dated July 6, 1945; 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 requirements; we will comply with all setback requirements; and six months after hostilities in the present war with Japan cease, will will then discontinue the duplex and will 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.

DUDLEY H. HOSEA
679 Rosecrans

J. DOROTHEA HOSEA
679 Rosecrans

On this 11th day of Oct A.D. NineteenHundred and 45, before me August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn,

personally appeared Dudley H. Hosea - J. Dorothea Hosea 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 OCT 18 1945 15 min. past 9 A.M. in Book 1965 at page 334 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. JOHNSON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Dudley H. & J. Dorothea Hosea for maining and operating a duplex; being Document No. 356748.

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

By H. 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, Noel A. Swetland is the owner of Lot 5, Glock G, of Re Subdivision of Point Loma Heights,

NOW, THEREFORE, This AGREEMENT, signed and executed this 9 day of October, by Noel A. Swetland that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Wawana between La Cresta Drive and Chatsworth 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 agreement herein named.

NOEL A. SWETLAND
711 Chalcedony

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 9th day of October, A.D. Nineteen Hundred and forty-five before me Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Noel A. Swetland known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

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

My Commission expires May 18, 1947.

I hereby approve the form of the foregoing agreement this 11th day of October, 1945.

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

RECORDED OCT 18 1945 15 min. past 9 A.M. in Book 1965 at page 337 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. JOHNSON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Noel A. Swetland; being Document No. 356750.

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

By H. Patten Deputy

A G R E E M E N T

Regarding construction of office and retail service addition and
marquee

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

Kate Brown Stephens, owner and Burr Watson, 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 Two hundred forty one (241) Subdivision University Heights, located at Park Boulevard and Robinson Streets;

That we desire to build office and retail service addition and marquee on the above described property with no setback from the front property line and have applied for a setback suspension by Application No. 3080, dated September 12, 1945;

That we, in consideration of approval granted by the City of San Diego to construct said building and marquee with no setback from the front property line by Zoning Committee Resolution No. 1124, dated October 11, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when the street is widened or when removal is required by the city, the building and marquee will then be moved back to the established setback line without expense to the City;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

BURR WATSON By W.R.HARNET partner	KATE BROWN STEPHENS
Lessee's Name	Owner's Name
3736 Park Blvd.	3746 Park blvd.
Address	Address

On this 13 day of Oct. A.D. Nineteen Hundred and forty-five, before me, Mabel G. Loy a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. R. Harned known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MABEL G. LOY
Notary Public in and for the County of San Diego,
My Commission expires March 25, 1949 State of California
RECORDED OCT 18 1945 15 min. past 9 A.M. in Book 1965 at page 336 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. JOHNSON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Burr Watson and Kate Brown Stephens regarding construction of office and service addition and marquee; being Document No. 356791.

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

By FT 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, Chester O. Tanner and Theodosia S. Tanner, husband & wife is the owner of Lot 7 in (seven), Block 284, of Middletown,

NOW, THEREFORE, This AGREEMENT, signed and executed this Ninth day of October, by Chester O. Tanner and Theodosia S. Tanner that we will, for and in consideration of the permission granted to remove 30 feet of curbing on Pacific Highway between Elm Street and Fir Street adjacent to the above described property, bind us to, and we hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

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

CHESTER O. TANNER
THEODOSIA S. TANNER
2454 Presidio Dr.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this ninth day of October, A.D. Nineteen Hundred and forty-five before me A.F. Curtis, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chester O. Tanner, and Theodosia S. Tanner, husband & 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) A. F. CURTIS
Notary Public in and for the County of San Diego,
My Commission expires Feb. 28, 1949 State of California
I hereby approve the form of the foregoing agreement this 15th day of October, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED OCT 18 1945 15 min. past 9 A.M. in Book 1965 at page 339 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. JOHNSON

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Chester O. and Theodosia S. Tanner; being Document No. 356801.

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

By FT 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, Olen Burger is the owner of Lots 3, 4, 5, 6 and 7, Block 130, of University Heights;

NOW, THEREFORE, This AGREEMENT, signed and executed this seventeenth day of October, by Olen L. Burger that I will, for and in consideration of the permission granted to remove 20 feet of curbing on El Cajon between Florida and Georgia, 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.

OLEN BURGER
2226 E. St. San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego

ss

On this 17th day of October, A.D. Nineteen Hundred and Forty Five, before me, Dorothy A. Sayer, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Olen Burger known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires Jan. 30, 1949.

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

I HEREBY approve the form of the foregoing agreement this 19th day of October, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 29, 1945 51 min. past 10 A.M. in Book 1973 at page 111 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

V. OSGOOD

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Olen Burger; being Document No. 356901.

FRED W. SICK

City Clerk of the City of San Diego, California

By H. 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, Larry H. Imig is the owner of Lot 42-43-44, Block 145, of Univ. Hts.

NOW, THEREFORE, This AGREEMENT, signed and executed this October 18th day of October, 1945, by Larry H. Imig that I will, for and in consideration of the permission granted to remove 12 feet of curbing on Mississippi between Howard and Polk 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 agreement herein named.

LARRY H. IMIG
2223 El Cajon Blvd. San Diego

STATE OF CALIFORNIA,

County of San Diego

ss

On this 18th day of October, A.D. Nineteen Hundred and Forty-five before me Frances R. Myers, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Larry H. Imig known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires Feb 17, 1948.

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

I hereby approve the form of the foregoing agreement this 19th day of October, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED OCT 29 1945 51 min. past 10 A.M. in Book 1973 at page 112 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

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 Larry H. Imig; being Document No. 356902.

FRED W. SICK

City Clerk of the City of San Diego, California

By H. T. Patten Deputy

A G R E E M E N T

Regarding use of garage as a temporary upholstering shop
part time

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

F. J. Parker and Evelyn H. Parker, after being first duly sworn, each for himself deposes and says:

That we are the owners of the hereinafter described real property: Lots Thirteen (13) and Fourteen (14) Block "A" Subdivision Ocean Front, 1st Addition, located at 1051 Beryl Street;

That we desire to use the garage on the above described property as a temporary upholstering shop, part time and have applied for a zone variance by Application No. 3122, dated October 4, 1945;

That we, in consideration of approval granted by the City of San Diego to use said garage as temporary upholstering shop, part time, by Zoning Committee Resolution No. 1125, granted October 11, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six (6) months from the date of Resolution No. 1125, we will then discontinue the upholstering shop and will 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.

F. J. PARKER	EVELYN H. PARKER
Owner's Name	Owner's Name
1051 Beryl	1051 Beryl St
Address	Address

On this 15th day of October 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 F. J. Parker and Evelyn H. Parker 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 9, Calif. County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)	MARY GARNET RENNEKER
My Commission expires Jan. 20, 1948	Notary Public in and for the County of San Diego,
	State of California
RECORDED OCT 18 1945 15 min. past 9 A.M. in Book 1965 at Page 339 of Official	
Records, San Diego Co., Cal. Recorded at request of Grantee.	

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from F. J. & Evelyn H. Parker regarding use of garage as upholstering shop; being Document No. 356837.

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

By F. J. Parker Deputy

A G R E E M E N T

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

WHEREAS, Garrett E. Kramer is the owner of Lot #10, Block E, of Redland Garden,

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of October 1945, by Garrett E. Kramer that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Adams Ave between 56th St. & El Cerrito Dr. 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 agreement herein named.

GARRETT E. KRAMER
5620 Adams Ave.

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

On this 17th day of October, A.D. Nineteen Hundred and 45 before me Milton D. Riggs, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Garrett E. Kramer personally known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)	MILTON D. RIGGS
My Commission expires Nov. 20, 1946	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 October, 1945.	
J. F. DuPAUL, City Attorney	
By HARRY S. CLARK	
Deputy City Attorney	

RECORDED OCT 29 1945 51 min. past 10 A.M. in Book 1973 at page 113 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Garrett E. Kramer; being Document No. 356990.

FRED W. SICK

City Clerk of the City of San Diego, California.

By F. Patten Deputy

A G R E E M E N T

Regarding construction of display building and office

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

ss.

Del Coronado Corporation, owner and W. S. Crossland purchaser, after being first
duly sworn, each for himself deposes and says;

That we are the owner and purchaser of the hereinafter described real property:
Lot Four (4) Block Two hundred thirty three (233) Subdivision Middletown, located at
4075 Pacific Highway;

That we desire to construct a display building and office on the above described
property with a twelve and one-half (12 1/2) foot setback and have applied for a suspen-
sion to the Setback Ordinance by application No. 3158, dated October 16, 1945;

That we, in consideration of approval granted by the City of San Diego to construct
said building with a 12 1/2 ft. setback by Zoning Committee Resolution No. 1143, dated
October 25, 1945; do hereby covenant and agree to and with said City of San Diego, a
Municipal Corporation, that when the street is widened the building will then be moved
back to the established setback line without expense to the city.

That this agreement shall run with the land and be part of a general plan for the
protection and benefit of all parties concerned, and that if the property should hereafter
be conveyed to any other person, firm or corporation that the instrument by means of which
title or any interest in or to said real property, or any parcel thereof, is conveyed will
contain a restriction limiting the use of the part or parcel so conveyed, or in the event
of the conveyance of the whole of said property hereinbefore described, then to use the
whole of said property in keeping with this agreement.

W. S. CROSSLAND
Purchaser's Name
3670 Courts St.
Address

DEL CORONADO CORPORATION (SEAL)
By MARY LOUISE HOWES Vice President
By EUGENE GLENN Secretary
Address

On this 25th day of October A.D. Nineteen Hundred and Forty-Five, before me, _____
a Notary Public in and for said County, residing therein, duly commissioned and sworn,
personally appeared W. S. Crossland known to me to be the person described in and whose
name is subscribed to the within instrument, and acknowledged to me that he executed the
same.

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

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Mar. 26, 1946 State of California

CONSTANCE G. BESHTTEL

STSTE OF CALIFORNIA
County of San Diego

ss.

On this 25 day of October in the year one thousand nine hundred and forty-five
before me, Donald B. White, a Notary Public in and for the County of San Diego, State of
California residing therein, duly commissioned and sworn, personally appeared Mary Louise
Howes and Eugene Glenn known to me to be the Vice President, and Secretary, respectively
of the corporation described in and that executed the within instrument, and also known
to me to be the person who executed the within instrument on behalf of the corporation
therein named, and acknowledged to me that such corporation executed the same.

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

(SEAL) Notary Public in and for the County of San Diego
My Commission expires _____ State of California

DONALD B. WHITE

RECORDED OCT 29 1945 51 min. past 10 A.M. in Book 1967 at page 211 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

J L SELTZER

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement from Del Coronado Corporation and W. S. Crossland regarding construction of
display building and office; being Document No. 357030.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. Patten Deputy

A G R E E M E N T

Regarding construction of a store building

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

ss.

Lloyd Baldrige, after being first duly sworn, for himself deposes and says;

That I am Assistant Secretary of Union Title Insurance and Trust Co. the owner of
the hereinafter described real property: Lot Two (2) Block Two hundred thirty three (233)
Subdivision Middletown, located at east side of Pacific Highway south of 4095 Pacific
Highway;

That said Union Title Insurance and Trust Company, Trustee, desires to construct
a store building on the above described property with a 12 1/2 ft. setback and have
applied for a suspension to the Setback Ordinance by application No. 3126, dated October
18, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal

Corporation, that when the street is widened the store building will then be moved back to the established setback line without expense to the city;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or 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.

LLOYD BALDRIDGE, Assistant Secretary
UNION TITLE INSURANCE AND TRUST COMPANY
Owner's Name (SEAL)
1028 Second Avenue, San Diego, California
Address

On this 26th day of October A.D. Nineteen Hundred and forty-five, before me, G. Leona Du Paul, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Lloyd Baldrige known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for and on behalf of Union Title Insurance and Trust Company, Trustee.

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) 16778 Notary Public in and for the County of San Diego,
My commission expires October 7, 1946 State of California
RECORDED OCT 29 1945 51 min. past 10 A.M. in Book 1967 at page 210 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from Union Title Insurance and Trust Company regarding construction of a store building, being Document No. 357048.

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

By F. T. Allen Deputy

C O N T R A C T

THIS AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 20th day of November, 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 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 BALBOA PARK WATER MAIN, consisting of approximately 9780 lineal feet of 36 inch reinforced concrete steel cylinder 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 Oct. 1, 1945, marked Document No. 356524, 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 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, 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, 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.

Trade or Occupation	Per 8-Hour day
Bricklayer	\$13.80
Carpenter	10.80
Caulker	9.00
Crane Operator (less than 1 yd)	13.00
Crane Operator (1 yd. and over)	14.00
Cement Finisher	12.00
Dragline Operator (less than 1 yd)	13.00
Dragline Operator (1 yd. and over)	14.00
Drillers	9.80
Iron Workers - Reinforcing	12.00
Laborers, Building	7.60
Laborers, Unskilled	7.60
Mechanical Tapper & Finisher	12.00
Mixers, Mobile Type	12.00
Mixers, Paving Type	13.00
Mixers, Skip Type	11.00
Painters	10.80
Pneumatic Tool Operator	9.00
Jackhammer - Pavement Breaker	9.00
Vibrator etc.,	9.00
Shovel Operator (less than 1 yd)	13.00
Shovel Operator (1 yd. and over)	14.00
Shovel Oiler	9.00
Tractor Operator	12.00
Trenching Machine Operator	12.00
Trenching Machine Operator (Buckeye 224 & Larger)	13.00
Truck Driver (less than 6 ton)	7.60
Truck Driver (6 to 15 ton)	8.00
Truck Driver (15 to 20 ton)	9.40
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 Sunday, 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 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
ERNEST J. BOUD
WALTER W. AUSTIN
CHARLES B. WINCOTE
PAUL J. HARTLEY
CHAS. C. DAIL
Members of the Council

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

AMERICAN PIPE AND CONSTRUCTION CO.
ROBERT V. EDWARDS Vice-President (SEAL)
Contractor

I hereby approve the form and legality of the foregoing contract this 20th day of November, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET Deputy City Attorney

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 bonded unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred ten thousand nine hundred forty-six dollars (\$110,946.00) (not less than fifty per cent of estimate contract price), lawful money of the United States of America, to be paid to the City of San Diego, for 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 15th day of November 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 BALBOA PARK WATER MAIN, consisting of approximately 9780 lineal feet of 36 inch reinforced concrete steel cylinder 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 October 1, 1945, marked Document No: 356524; 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.

AMERICAN PIPE AND CONSTRUCTION CO. (SEAL)
ROBERT V. EDWARDS Vice-President
Contractor

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By D. M. LADD Attorney-in-Fact
THERESA FITZGIBBONS Agent

ATTEST: _____
Countersigned

Surety (SEAL)
JOHN BURNHAM & CO.
By DONALD C. BURNHAM Resident Agent

I hereby approve the form of the foregoing Bond this 20th day of November 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET Deputy City Attorney

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

On this 15th day of November, 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. M. Ladd, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland; the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) S. M. SMITH
Notary Public in and for the County of Los Angeles,
My Commission expires February 18, 1946 State of California
Approved by a majority of the members of the Council of The City of San Diego this 20th day of November, 1945.

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

HARLEY E. KNOX
ERNEST J. BOUD
WALTER W. AUSTIN
CHARLES B. WINCOTE
PAUL J. HARTLEY
CHAS. C. DAIL
Members of the Council

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 bonded unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of One hundred ten thousand nine hundred forty-six Dollars (\$110,946.00), (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 15th day of November 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 BALBOA PARK WATER MAIN, consisting of approximately 9780 lineal feet of 36 inch reinforced concrete cylinder 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 October 1, 1945, marked Document No. 356524, 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 One hundred ten thousand nine hundred forty-six Dollars (\$110,946 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 hereunto affixed, the day and year first hereinabove written.

AMERICAN PIPE AND CONSTRUCTION CO. (SEAL)
ROBERT V. EDWARDS Vice-President
Principal

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By D. M. LADD Attorney-in-Fact
Surety (SEAL)
Countersigned JOHN BURNHAM & CO.
By DONALD C. BURNHAM Resident Agent

ATTEST: THERSA FITZGIBBONS Agent

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

On this 15th day of November, 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. M. Ladd, known to me to be the Attorney-in-Fact, and Theresa Fitzgibbons, known to me to be the Agent of the Fidelity and Deposit Company of Maryland, the Corporation that executed the within instrument, and acknowledged to me that they subscribed the name of the Fidelity and Deposit Company of Maryland thereto and their 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 20th day of November, 1945.

J. F. DuPAUL
City Attorney of the City of San Diego
By B. L. COMPARET

Deputy (SEAL)

Approved by a majority of the members of the Council of The City of San Diego this 20th day of November, 1945.

HARLEY E. KNOX
ERNEST J. BOUD
WALTER W. AUSTIN
CHARLES B. WINCOTE
PAUL J. HARTLEY
CHAS. C. DAIL
Members of the Council

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract for Balboa Park Water Main with American Pipe and Construction Co.; being Document No. 357549.

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

By _____ Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 20th day of November, 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 ARTUKOVICH BROS., a co-partnership composed of John Artukovich, Jerry Artukovich and Vido Artukovich, 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 from Capistrano Place in Mission Beach to Famosa Boulevard and West Point Loma Boulevard, including manholes 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 Engineer of The City of San Diego and filed in the Office of the City Clerk of said City as Document No. 356630 on October 6, 1945, at and for the lump sum price of \$84,300.00; Eighty-four thousand Three hundred 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 \$23.00; Twenty-three 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 \$21.00; Twenty-one Dollars and no Cents per cubic yard of concrete in place.

Item 3: 1 1/2" crushed rock base, bedding, and 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 6th day of October, 1945, marked "Document No. 356630" and endorsed, "Contract Documents for a portion of Trunk Sewer No. 4 from Capistrano Place in Mission Beach to Famosa Boulevard and West Point Loma Boulevard," said plans consisting of 8 sheets and said specifications consisting of 43 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 right 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 Diem Wage
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.00
Blacksmith	11.00
Bricklayer	13.80
Bricklayer Tender	9.00
Carpenter	10.80
Cement Finisher	12.00
Electrician - Journeyman	13.60
Fireman and Oiler	9.00
Laborers, unskilled	7.60
Laborers, building	7.60
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
Cranes, derricks, draglines, and shovels less than 1 yd.	13.00
Cranes, 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	7.60
Watchman	7.60
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 diem.

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 were 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) 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.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Council of The City of San Diego, under and pursuant to a resolution authorizing such

execution, and the Contractor has executed this contract the day and year first hereinabove written.

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

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

ARTUKOVICH BROS.
By JOHN ARTUKOVICH 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 20th day of November, 1945.

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

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That ARTUKOVICH BROS., a co-partnership composed of John Artukovich, Jerry Artukovich and Vido Artukovich, 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 (L.D.) as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Eighty-four thousand three hundred dollars (\$84,300.00) (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 16th day of November, 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 from Capistrano Place in Mission Beach to Famosa Boulevard and West Point Loma Boulevard, 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 6th day of October, 1945, marked "Document No. 356630" and endorsed, "Contract Documents for a portion of Trunk Sewer No. 4 from Capistrano Place in Mission Beach to Famosa Boulevard and West Point Loma Boulevard," said plans consisting of 8 sheets, and said specifications consisting of 43 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 16th day of November, 1945, the name and corporate seal of the surety being hereto affixed and these presents duly signed by its undersigned representative.

ARTUKOVICH BROS.
By JOHN ARTUKOVICH

ATTEST: _____

Principal
GREAT AMERICAN INDEMNITY COMPANY
By EWART W. GOODWIN Attorney-in-fact
Surety

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

STATE OF CALIFORNIA)
County of San Diego) ss

On this 16th day of November in the year one thousand nine hundred and forty-five before me L. Doster a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ewart W. Goodwin known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL)
My Commission will expire 10-1-47

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

I hereby approve the form of the within Bond this 20th day of November, 1945.

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

Approved by a majority of the members of the Council of The City of San Diego, this 20th day of November, 1945.

CHAS. C. DAIL
ERNEST J. BOUD
G. C. CRARY
WALTER W. AUSTIN
CHARLES B. WINCOTE
PAUL J. HARTLEY
HARLEY E. KNOX
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 ARTUKOVICH BROS., a co-partnership composed of John Artukovich, Jerry Artukovich and Vido Artukovich, 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 Forty-two thousand one hundred fifty Dollars (\$42,150.00), (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 16th day of November, 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 from Capistrano Place in Mission Beach to Famosa Boulevard and West Point Loma Boulevard, 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 6th day of October, 1945, marked "Document No. 356630" and endorsed "Contract Documents for a portion of Trunk Sewer No. 4 from Capistrano Place in Mission Beach to Famosa Boulevard and West Point Loma Boulevard," said plans consisting of _____ sheets and said specifications consisting of _____ sheets, copies of which plans and specifications are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

And whereas, the aforesaid penal sum of Forty-two thousand one hundred fifty Dollars (\$42,150.00), 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 hereunto affixed, the day and year first hereinabove written.

ARTUKOVICH BROS.

By JOHN ARTUKOVICH

Principal

GREAT AMERICAN INDEMNITY COMPANY (SEAL)

By EWART W. GOODWIN Attorney-in-fact

Surety

ATTEST:

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 16th day of November in the year one thousand nine hundred and forty-five, before me L. Doster a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ewart W. Goodwin known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL)

L. DOSTER Notary Public in and for the County of San Diego

My Commission will expire 10-1-47

State of California

I hereby approve the form of the within Bond this 20th day of November, 1945.

J. F. DuPAUL

City Attorney of The City of San Diego, California

By B. L. COMPARET

Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 20th day of November, 1945.

CHAS. C. DAIL
ERNEST J. BOUD
G. C. CRARY
WALTER W. AUSTIN
CHARLES B. WINCOTE
PAUL J. HARTLEY
HARLEY E. KNOX
Members of the Council

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 Artukovich Bros. for construction of portion of Trunk Sewer No. 4 from Capistrano Place to Famosa Boulevard and West Point Loma Boulevard; being Document No. 357548.

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

By _____ Deputy

EXTENSION OF CONTRACT

WHEREAS, The City of San Diego, a municipal corporation, heretofore and on the 19th day of September, 1940, entered into a contract with B. J. PRIMMER, doing business as the SAN DIEGO SEAT ADVERTISING COMPANY, which contract is on file in the office of the City Clerk of The City of San Diego under Document No. 323184; and

WHEREAS, the said contract granted to said B. J. Primmer the concession or privilege to place certain benches, with or without advertising thereon, upon the public streets of the City of San Diego upon certain terms and conditions, and the said contract by its terms was to be in effect for a period of five (5) years from and after said 19th day of September, 1940; and

WHEREAS, the parties to said contract desire to renew or extend the said contract for an additional period of five (5) years; NOW, THEREFORE,

IT IS HEREBY AGREED between THE CITY OF SAN DIEGO, hereinafter referred to as the "City", and B. J. PRIMMER, doing business as the "San Diego Seat Advertising Company", hereinafter referred to as the "concessionaire", as follows:

That the said contract between the City and the concessionaire is hereby renewed and extended for a period of five (5) years, beginning on the 20th day of September, 1945, upon the same terms and conditions as are set forth in the said contract Document No. 323184, with the following exceptions:

The concesssionaire now has in place upon the public streets of the City of San Diego not less than 500 benches, under the terms of said contract; the concessionaire further agrees to place additional benches, with or without advertising thereon, upon the public streets of said City, subject to all the terms of the said contract as herein amended, as follows:

During the first six (6) months of the life of this contract, a minimum of 25 additional benches; during the second six (6) months of the life of this contract a minimum of 25 additional benches; during the third six-month period of the life of this contract, a minimum of 50 additional benches; during the fourth and fifth six-month periods of the life of this contract, a minimum of 50 additional benches each; thereafter, for the remainder of the life of this contract, the concessionaire shall maintain a minimum of 700 benches, with or without advertising thereon, upon the public streets of said City, subject to all the terms and conditions of the said contract as herein amended.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager of said City, and the said concessionaire has hereunto subscribed his name this 20 day of November, 1945.

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

B. J. PRIMMER
An individual doing business as
SAN DIEGO SEAT ADVERTISING CO.

I HEREBY APPROVE the form and legality of the foregoing Extension of Contract this 20th day of November, 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 Extension of Contract of B. J. Primmer for placing benches upon public streets; being Document No. 357552.

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

By Frances T. Tatten Deputy

B O N D

Bond No. 236236

KNOW ALL MEN BY THESE PRESENTS: That we, LARRY H. IMIG, as principal, and GREAT AMERICAN INDEMNITY 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 Larry H. Imig and The City of San Diego contained in Document No. 357601, on file in the office of the City Clerk of said City, or who rent or hire teams or implements, or machinery for, or contributing to said contract, and any person who supplies both work and materials for the same, or the assignees of any such persons, companies or corporations, in the sum of Eight Thousand, Six Hundred and Fifty Dollars (\$8,650.00), 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 20th day of November, 1945, 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 Larry H. Imig, or any sub-contractor of said Larry H. Imig, shall fail to pay for any materials, provisions, provender or other supplies, or for the use of implements or machinery, or contribut-

ing 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, as amended.

IN WITNESS WHEREOF, The said principal and surety have 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.

LARRY H. IMIG
Larry H. Imig

ATTEST: _____

GREAT AMERICAN INDEMNITY CO.
By EWART W. GOODWIN Attorney-in-Fact
(SEAL)

ATTEST: _____

STATE OF CALIFORNIA

County of San Diego

} ss

On this 20th day of November in the year one thousand nine hundred and forty-five before me L. Doster a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ewart W. Goodwin known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL) L. DOSTER
Notary Public in and for the County of San Diego
State of California

My Commission will expire 10-1-47

I hereby approve the form of the foregoing bond this 21st day of November 1945.

J. F. DuPAUL, City Attorney

I hereby approve the foregoing Bond this 21st day of November 1945.

F. A. RHODES, City Manager

B O N D

KNOW ALL MEN BY THESE PRESENTS: That we, Larry H. Imig, as principal, and GREAT AMERICAN INDEMNITY 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, as municipal corporation, in the penal sum of Seventeen Thousand, Three Hundred Dollars (\$17,300.00), 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 20th day of November, 1945, and executed and to be performed in said City of San Diego.

THE CONDITION OF THIS OBLIGATION is such that if the above bounden Great American Indemnity Company shall well and truly keep and faithfully perform the covenants, conditions and agreements contained in a certain contract about to be made between said Great American Indemnity Company and The City of San Diego, and which said contract is contained in Document No. 357601, 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, as amended.

IN WITNESS WHEREOF, the said principal and surety have 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.

LARRY H. IMIG
By Larry M. Imig

ATTEST: _____

GREAT AMERICAN INDEMNITY CO.
By EWART W. GOODWIN Attorney-in-Fact
(SEAL)

ATTEST: _____

STATE OF CALIFORNIA

County of San Diego

} ss

On this 20th day of November in the year one thousand nine hundred and forty-five before me L. Doster a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ewart W. Goodwin known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

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

(SEAL) L. DOSTER
Notary Public in and for the County of San Diego
State of California

My Commission will expire 10-1-47

I hereby approve the form of the foregoing Bond this 21st day of November 1945.

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 21st day of November, 1945.

F. A. RHODES,
City Manager

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 27th day of November, 1945, by and between LARRY H. IMIG, 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 IMIG PARK NO. 1. SUBDIVISION, 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, as amended, and Resolution No. 81877, adopted October 9, 1945;

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 IMIG PARK NO. 1 SUBDIVISION 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 Marilou Road, 20 foot alley, 43th Street, Duval Street, 49th Street, Mary Lou Street, 50th Street, 47th Street, and Federal Boulevard, within the limits and as particularly shown in those certain documents numbered #357328, and 357598 filed in the office of the City Clerk of said City on November 9, 1945 and November 26, 1945 respectively; 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 Documents Nos. 357328 and 357598, 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 Nos. 357328 and 357598, are incorporated herein and made a part hereof.

It is mutually agreed and understood by the parties to this agreement that the party of the first part will make a deposit of Sixteen Thousand and Fifty Dollars (\$16,050.) for the completion of the grading of the streets and the installation of the water mains. That said party of the first part will in addition to said cash deposit, file a faithful performance bond in the sum of Seventeen Thousand Three Hundred Dollars (\$17,300.) and a Labor and Materialmen's Bond in the sum of Eight Thousand, Six Hundred and Fifty Dollars (\$8,650.00) for the performance of the work required by said Doc. 357598, and in addition thereto for the setting of the stake-monuments and marks indicated on said map.

It is further mutually agreed and understood by the parties to this agreement that the party of the first part will not sell or contract to sell any of the property within the Imig Park No. 1 Subdivision until all work required by Documents Nos. 357328 and 357598 and the survey have been completed.

It is hereby expressly understood and agreed that all of the work and improvements required to be done by this contract shall be completed on or before July 1, 1946.

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 executed this instrument 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. 82137 of the Council, authorizing such execution, the day and year in this agreement first above written.

LARRY H. IMIG

Larry H. Imig, Party of the First Part

THE CITY OF SAN DIEGO,

Party of the Second Part

By F. A. RHODES

City Manager

I hereby approve the form of the foregoing Agreement this 21st day of November, 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 Agreement with Larry H. Imig for installation of Improvements in Imig Park No. 1 Subdivision being Document No. 357601.

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, Carl J. Johnson is the owner of Lots 31-32, Block 45, of Fairmont;

NOW, THEREFORE, This AGREEMENT, signed and executed this 17th day of October, 1945, by Carl J. Johnson that he will, for and in consideration of the permission granted to remove 14 feet of curbing on Winona St between El Cajon Ave and Orange, 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.

CARL J. JOHNSON

3674 Central Ave.

I HEREBY approve the form of the foregoing agreement this 18th day of October, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

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

On this 17 day of October, A.D. Nineteen Hundred and Forty five, before me, Frank Fieger, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carl J. Johnson, Carl J. Johnson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) FRANK FIEGER
Notary Public in and for the County of San Diego,
My Commission expires March 24, 1946 State of California

RECORDED OCT 29 1945 51 min. past 10 A.M. in Book 1979 at page 134 of Official
Records, San Diego Co , Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Carl J. Johnson; being Document No. 356885.

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

By FT 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, Wayne Carlson is the owner of Lot 203, Block 92 of Midelletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of October, 1945, by Wayne Carlson that he will, for and in consideration of the permission granted to remove 40 feet of curbing on Kettner Blvd between corner Kettner and Olive Sts and 2711 Kettner Blvd adjacent to the above described property, binds himself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

WAYNE CARLSON
2745 Kettner Blvd S.D. 1

STATE OF CALIFORNIA)
County of San Diego) ss.

On this 24th day of October, A.D. Nineteen Hundred and 45 before me Jack L. Thompson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wayne A. Carlson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) JACK L. THOMPSON
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 October, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 2 1945 40 min. past 11 A.M. in Book 1989 at page 9 of Official Re-
cords, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Wayne Carlson; being Document No. 357075.

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

By FT 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, Margery Hutman is the owner of Lot Portion of Lot 242, Block _____, of Pueblo Lands

NOW, THEREFORE, This AGREEMENT, signed and executed this 17 day of Oct. 1945, by Margery Hutman that she will, for and in consideration of the permission granted to remove 90 feet of curbing on Midway Drive between Duke and Notre Dame adjacent to the above de-
scribed property, bind herself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

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

subject to the condition and agreement herein named.

MARGERY HUTMAN
3758 Midway Drive

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 17th day of October, A.D. Nineteen Hundred and Forty Five before me V.L. Sewell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Margery Hutman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

(SEAL) V. L. SEWELL
Notary Public in and for the County of San Diego,
State of California
My Commission expires August 27, 1949
I hereby approve the form of the foregoing agreement this 26th day of October, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 2 1945 40 min. past 11 A.M. in Book 1979 at page 210 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Margery Hutman; being Document No. 357054.

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

By F. 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, Earl Taylor is the owner of Lots 29 & 30, Block 198, of Pacific Beach Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of October, 1945, by Earl Taylor that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Garnet Street between Fanuel & Everts and adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

EARL TAYLOR
874 Felspar

STATE OF CALIFORNIA

ss.

County of San Diego

On this 26th day of October, A.D. Nineteen Hundred and forty-five before me _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Earl Taylor known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) PEARL H. MATHIESEN
Notary Public in and for the County of San Diego,
State of California
I hereby approve the form of the foregoing agreement this 31st day of October, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 2 1945 40 min. past 11 A.M. in Book 1979 at page 215 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Earl Taylor; being Document No. 357150.

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

By F. T. Patten Deputy

A G R E E M E N T

WHEREAS, WALTER GEORGE HUBBARD is the owner of 1 & 2 & 3 81 Middletown
(Lots Block Subdivision)

and

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council; NOW, THEREFORE, THIS AGREEMENT, signed and executed this 12th day of October, by W. George Hubbard that he will, for and in consideration of the permission granted him to remove 15 feet of

curbing on State St. adjacent to the above described property, binds himself to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

W. GEORGE HUBBARD
2553 State St.

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

On this 29th day of October, A.D. Nineteen Hundred and forty five before me, S.W. Tirrell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. George Hubbard known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) S. W. TIRRELL
Notary Public in and for the County of San Diego
State of California
My Commission expires July 14, 1946.
I HEREBY APPROVE the form of the foregoing agreement this 1st day of November, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 2 1945 40 min. past 11 A.M. in Book 1989 at page 11 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Walter George Hubbard; being Document No. 357152.

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

By FTTatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 K. Kirkman is the owner of Lots 1-4 (one to four), Block 16, of Fairmount Addition City Heights;

NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of October, 1945, by John K. Kirkman that he will, for and in consideration of the permission granted to remove twenty feet of curbing on Chamouné Avenue between Unitersty and Wightman Avenue and, 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.

JOHN K. KIRKMAN
4560 University Avenue

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

On this 12th day of October, 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 John K. Kirkman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in 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 18th day of October, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED OCT 29 1945 51 min. past 10 A.M. in Book 1979 at page 132 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 K. Kirkman; being Document No. 356884.

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

By FTTatten Deputy

A G R E E M E N T

Regarding use of a two car garage for washing machine and electrical appliance service and repair.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

ss.

Howard G. Gunn, owner and Paul A. Downey, operator, after being first duly sworn, each for himself deposes and says:

That we are the owner and operator of the hereinafter described real property; Lots Four (4) and Five (5) Block Two hundred thirteen (213) Subdivision University Heights, located at 1020 Essex Street;

That we desire to use a two car garage for washing machine and electrical appliance service and repair and have applied for a Zone Variance by application No. 3120, dated October 3, 1945;

That we, in consideration of approval granted by the City of San Diego to use said garage for washing machine and electrical appliance service and repair, by Zoning Committee Resolution No. 1142, dated October 25, 1945; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that six months after the date of the resolution we will then discontinue the business on the above described property and the hours of operation to be from 8:00 A.M. to 6:00 P.M.

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.

PAUL A. DOWNEY Operator's Name
7420 Hyatt Address

HOWARD G. GUNN Owner's Name
1014 Essex St. Address

On this 29th day of October A.D. Nineteen Hundred and 45, before me, Marian F. Shupe a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Howard G. Gunn & Paul A. Downey 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 1013 University Ave. County of San Diego, State of California, the day and year in this certificate first above written.

MARIAN F. SHUPE

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Nov. 9, 1947 State of California

RECORDED NOV 2 1945 40 min. past 11 A.M. in Book 1979 at page 211 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement regarding use of two car garage for washing machine and electrical appliance service and repair; being Document No. 357076.

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, Star & Crescent Oil Company is the owner of Lots A to C, Block 192, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of October, 1945, by Star & Crescent Oil Company that it will, for and in consideration of the permission granted to remove 20 ft feet of curbing on Fourth Avenue between A Street and Ash Street adjacent to the above described property, bind itself to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

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

STAR & CRESCENT OIL COMPANY

(SEAL)

By RAY W. PATRICK Ass't. Secy.
Spreckels Building San Diego 1, California

STATE OF CALIFORNIA,
County of San Diego,

ss.

On this 31st day of October, 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 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 person who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

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

E. NICOLSON

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Dec. 13, 1947 State of California

I hereby approve the form of the foregoing agreement this 1st day of November, 1945.

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

RECORDED NOV 2 1945 40 min. past 11 A.M. in Book 1979 at page 209 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

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

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 Star & Crescent Oil Company; being Document No. 357153.

FRED W. SICK

City Clerk of the City of San Diego, California

By

HT Patten

Deputy

LEASE

THIS INDENTURE OF LEASE, made and entered into this 1st day of December, 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 NATIONAL IRON WORKS, a corporation organized and existing under and by virtue of the laws of the State of California, hereinafter designated as the Lessee, WITNESSETH:

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

PARCEL NO. 1:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 462.47 feet southeasterly from Government Station No. 187; thence north 70° 50' east a distance of 71.06 feet to a point; thence south 73° 03' 40" east a distance of 158 feet to the true point or place of beginning; said true point being the most southerly corner of that tideland parcel now leased to A.T. Davies; thence north 23° 24' 30" east along the southeasterly line of said parcel leased to A.T. Davies, a distance of 253.66 feet to a point, said point being the most easterly corner of said parcel leased to A.T. Davies; thence north 46° 09' 30" east a distance of 51.32 feet to a point, thence north 8° 32' 40" east a distance of 160.19 feet to a point; thence at right angles south 81° 27' 20" east a distance of 189.74 feet to the point of beginning of a curve concave to the southwest, having a radius of 1532.75 feet; thence southeasterly along the arc of said curve, an arc distance of 167.20 feet to the curve's point of ending; thence south 75° 12' 20" east, tangent to said curve, a distance of 42.02 feet to the point of beginning of a curve concave to the northeast, having a radius of 1567.25 feet; thence southeasterly along the arc of said curve an arc distance of 170.96 feet to the curve's point of ending; thence south 81° 27' 20" east tangent to said curve a distance of 347.59 feet to the point of beginning of a curve, concave to the southwest having a radius of 1734.75 feet; thence southeasterly along the arc of said curve an arc distance of 467.81 feet to the point of a compound curve, concave to the southwest, having a radius of 82.75 feet, the center of which bears south 23° 59' 43" west; thence southeasterly along the arc of said compound curve an arc distance of 65.51 feet; thence leaving said compound curve south 0° 32' 40" east a distance of 326.20 feet to a point, said point being 57.25 feet southwesterly from the southeasterly prolongation of the center line of 28th Street; thence north 79° 18' 00" west a distance of 416.37 feet to a point; thence south 70° 50' west a distance of 16 feet to the most northerly corner point of that tideland parcel leased to the Benson Lumber Company, and occupied by the Lynch Shipbuilding Company; thence continuing south 70° 50' west along the northwesterly line of the said parcel leased to the Benson Lumber Company, a distance of 611.34 feet to a point; thence north 56° 51' west leaving the northwesterly line of said leased parcel, a distance of 665.85 feet, more or less, to the true point or place of beginning; containing 778,370 square feet of tideland area.

PARCEL NO. 2:

Beginning at the true point or place of beginning as hereinabove described for the National Iron Works lease; thence south 56° 51' east a distance of 665.85 feet to a point, said point being on the northwesterly line of that tideland area now leased to the Benson Lumber Company, and occupied by the Lynch Shipbuilding Company; thence southwesterly following along the northwesterly line of said leased parcel, first south 70° 50' west a distance of 2.66 feet to a corner point; thence south 52° 54' 40" west a distance of 259.96 feet to the most westerly corner point of said parcel leased to the Benson Lumber Company; thence north 73° 31' 40" west a distance of 220.38 feet to a point; thence north 56° 51' west a distance of 325 feet to a point; thence north 25° 45' 27" east a distance of 312.60 feet, more or less, to the said true point of beginning; containing 176,690 square feet of water covered area.

The lands hereinabove described being shown on Harbor Department Drawing No. 86-B-4, dated September, 1945, attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for a period of twenty-five (25) years, beginning on the 1st day of November, 1945, and ending on the 31st day of October, 1970, unless sooner terminated, as herein provided, at the following rentals:

For the premises hereinabove described as Parcel No. 1:

The sum of one cent (1¢) per square foot per year for the first five (5) years of said term;

The sum of one and one-half cents (1-1/2¢) per square foot per year for the next ten (10) years of said term;

The sum of two and one-half cents (2-1/2¢) per square foot per year for the last ten (10) years of said term;

For the premises hereinabove described as Parcel No. 2:

The sum of one hundred dollars (\$100.00) 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 hereinafter provided, to-wit:

(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 other miscellaneous hardware.

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

(3) That in the event a bulkhead is built and dredging done in the vicinity of said leased lands before the expiration of the term of this lease, the lessee shall remove any and all structures, including wharves and ways, erected on said premises, at its own cost and expense.

(4) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for a cause entitling the lessee to be paid compensation for its buildings, structures and physical improvements placed upon the demised premises, as hereinabove provided, and which compensation shall have been paid to the lessee, the lessee shall have the right and shall be required to remove from said premises such buildings, structures, appliances and appurtenances as may have been constructed by it on the premises.

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

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

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

(8) In the event the lessee shall fail to fulfill in any manner the uses and purposes for which the said premises are leased, as above stated, or shall fail or refuse to perform the obligations undertaken by it under this lease, or shall violate any of the terms or conditions herein expressed, including the prompt payment when the same shall be due of all rentals reserved herein, and shall persist in any such failure or refusal for a period of thirty (30) days after receiving notice from the lessor requiring it to comply with the provisions of this lease in any and all respects wherein the lessee may be in default, then and in that event this lease shall terminate, and said lessee shall have no further rights hereunder, and said lessee shall thereupon forthwith remove from said premises, and shall have no further right or claim thereto, and the said City shall immediately thereupon, without recourse to the Courts, have the right to take possession of said premises, and said lessee shall forfeit all rights and claims thereto and hereunder; and said lessee, in accepting this lease, hereby acknowledges the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessee to comply with the terms and conditions hereinbefore mentioned.

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

It is further understood and agreed that unless this lease shall have been terminated for a cause herein provided, upon the expiration of the twenty-five (25) year term hereinabove granted, the lessee shall, provided it is not then in default as to any of the terms and conditions herein contained, have the right and option to renew this lease upon the same terms and conditions and for the same purposes and uses for an additional twenty-five (25) year period, save and except that the rental for such extended twenty-five (25) year term shall be at a rate to be fixed by the Harbor Commission of said City, which said rate shall be not less than three cents (3¢) per square foot per year nor more than six cents (6¢) per square foot per year for the premises hereinbefore described as Parcel No. 1 and Parcel No. 2.

The option herein provided for shall be exercised by notice in writing on the part of the lessee, filed with the City Clerk of The City of San Diego and with the Harbor Commission of said City at least ninety (90) days prior to the end of the term of this lease. Thereupon this lease shall continue in full force and effect, in accordance with all of the provisions hereof during the ensuing period of twenty-five (25) years. The failure of the lessee to give said notice of renewal shall relieve the City from any obligation to make such renewal.

Upon the effective date of this lease the lease heretofore entered into between The City of San Diego and the National Iron Works, a corporation, which said lease is dated April 27, 1944, and is on file in the office of the City Clerk of said City under Document No. 247999, as modified by the agreement of July 1, 1944, on file in the office of said City Clerk under Document No. 349074, shall terminate and be of no force or effect, save only that there shall be an adjustment between the City and the lessee of any rentals payable or paid under the said lease.

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

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

THE CITY OF SAN DIEGO Lessor
By EMIL KLICKA
A. BORTHWICK
R. H. VAN DEMAN

Members of the Harbor Commission of The City of San Diego

ATTEST: C. B. PHINNEY
I hereby approve the form of the foregoing Lease this 23rd day of November, 1945.
NATIONAL IRON WORKS Lessee
By C. ARNHOLT SMITH (SEAL)
J. F. DuPAUL, City Attorney
by J. H. McKINNEY Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tideland Lease with National Iron works; being Document No. 357606.
FRED W. SICK
City Clerk of the City of San Diego, California

By _____ Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 Taylor is the owner of Lots 27 & 28, Block 198, of Pacific Beach Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of October, 1945, by Earl Taylor that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Garnet Street between Fanuel & Everts and adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

EARL TAYLOR
374 Felspar

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

On this 26th day of October, A.D. Nineteen Hundred and forty-five before me _____, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Earl Taylor known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) PEARL H. MATHIESEN
Notary Public in and for the County of San Diego,
State of California
I hereby approve the form of the foregoing agreement this 31st day of October, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 2 1945 40 min. past 11 A.M. in Book 1979 at page 214 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 Earl Taylor; being Document No. 357151.

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

By FT Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That SOUTHERN PIPE & CASING CO., 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 THREE THOUSAND FIVE HUNDRED THIRTY-ONE and no/100 Dollars (\$3,531.00), lawful money of the United States of America, to be 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 November, 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: 4000 lin. ft. enameled steel plate pipe, 20" I.D., 30 foot lengths, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: R. L. MANDY

SOUTHERN PIPE & CASING CO. (SEAL)

D. A. STROMSOE Vice President

Principal

ATTEST: _____

UNITED STATES GUARANTEE COMPANY (SEAL)

By DELORUS E. CLARK Attorney-in-Fact

Surety

STATE OF CALIFORNIA)

) ss

County of Los Angeles)

On this 15th day of November, 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.

M. S. BANKS

(SEAL)

Notary Public in and for the County of Los Angeles,

State of California

My Commission expires Feb. 2, 1947

I hereby approve the form of the within Bond, this 20th day of November, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 21st day of November 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 November, 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 at Chollas Station:

4000 lin. ft. enameled steel plate pipe, 20" I.S., 30' lengths, together with
18" O.D. side outlet with bell for welding, in accordance with the
specifications therefor on file in the office of the City Clerk of said
City under Document No. 356684.

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

4000 lin. ft. steel plate pipe, 20" I.D. @ \$3.526 per ft.	\$14104.00
18" O.D. side outlet with bell for welding	17.43
	<u>\$14121.43</u>

Said prices include the California State Sales Tax.

Said contractor agrees to begin delivery of said material within thirty (30) days from and after the date of the execution of this contract, and to complete said delivery on or before the 15th day of December, 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 sum of Fourteen Thousand One Hundred Twenty-one and 43/100 Dollars (\$14,121.43), including the California State Sales Tax.

Upon delivery of said material, and the acceptance of the same by the City Manager, and when the terms of this contract shall have been fully complied with to the satisfaction of the City Manager of said City, payment will be made to said contractor of the contract price.

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 have been 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. 82015 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 (SEAL)

D. A. STROMSOE Vice President

Contractor

ATTEST: R. L. MANDY

I hereby approve the form and legality of the foregoing contract this 20th day of November, 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 furnishing 4000 feet enameled steel plate pipe; being Document No. 357613.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT FOR EMPLOYMENT OF THE SERVICES OF CORNELIA D. PLAISTER
BY THE CITY OF SAN DIEGO, A MUNICIPAL CORPORATION.

THIS MEMORANDUM OF AGREEMENT, Made and entered into this 1st day of November, 1945, 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 City Manager, F.A. Rhodes, and CORNELIA D. PLAISTER of the City of San Diego, California; WITNESSETH:

I.

For and in consideration of the sum of Three Hundred Dollars (\$300.00) per month for eight months, payable to the said Cornelia D. Plaister, said Cornelia D. Plaister agrees to perform the following services, as an advisor and consultant on library affairs and matters for and on behalf of said City, to-wit:

(a) To confer with and advise the City Librarian, or the Acting City Librarian on the duties and problems in handling and managing the City libraries.

II.

In consideration of the faithful performance by the said Cornelia D. Plaister of this agreement, The City of San Diego agrees to pay to the said Cornelia D. Plaister the said sum of Three Hundred Dollars (\$300.00) per month for eight months immediately following November 1, 1945.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by its City Manager, acting under and pursuant to Resolution No. 82038 of the Council authorizing such execution, and the said Cornelia D. Plaister has hereunto subscribed her name, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,

By F. A. RHODES

City Manager

CORNELIA D. PLAISTER

Cornelia D. Plaister

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 2nd day of November, 1945.

J. F. DuPAUL, City Attorney

By EDWARD H. LAW

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 November 26, 1945

J. McQUILKEN

THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California

To be paid out of General Appropriations (40)

Memo For Employment of the Services of Cornelia D. Plaister

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Cornelia D. Plaister for personal services; being Document No. 357634.

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. G. FERGUSON and J. H. MULLEN, co-partners doing business under the firm name and style of CALIFORNIA SHEET METAL WORKS, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of NINE HUNDRED SIXTY-THREE and no/100 Dollars (\$963.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of November, 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 install skylights and ventilator collars on the Mission Beach Ballroom, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: EDNA R. ARNOLD
J. H. MULLEN
J. G. FERGUSON
Co-partners dba CALIFORNIA SHEET METAL WORKS
Principal
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)
By JOSEPH GELCHER Attorney
Surety

I hereby approve the form of the within Bond, this 27th day of November, 1945.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 27th day of November, 1945.
F. A. RHODES
City Manager

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 20th day of November in the year One Thousand Nine Hundred and Forty-five before me, Myrtle M. Stanfield a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Joseph Gelcher known to me to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

(SEAL) MYRTLE M. STANFIELD
Notary Public in and for the County of San Diego
State of California
My Commission expires June 7, 1947

KNOW ALL MEN BY THESE PRESENTS, That J. G. FERGUSON and J. H. MULLEN, co-partners doing business under the firm name and style of CALIFORNIA SHEET METAL WORKS, as Principal and THE FIDELITY AND CASUALTY COMPANY OF NEW YORK a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND NINE HUNDRED TWENTY-FIVE and no/100 Dollars (\$1,925.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds themselves, their heirs, executors, administrators and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 20th day of November, 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 installation of skylights and ventilator collars on the Mission Beach Ballroom, 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. 356502.

WHEREAS, the aforesaid penal sum of One Thousand Nine Hundred Twenty-five and no/100 Dollars (\$1,925.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, their heirs, executors, administrators, successors or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, as required by the provisions of 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 has hereunto subscribed their names, 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.

ATTEST: B. C. FOTLAND
J. H. MULLEN
J. G. FERGUSON
Co-partners dba CALIFORNIA SHEET METAL WORKS, Principal
THE FIDELITY AND CASUALTY COMPANY OF NEW YORK (SEAL)
By JOSEPH GELCHER Attorney
Surety

I HEREBY APPROVE the form of the foregoing Bond this 27th day of November, 1945.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 27th day of November, 1945.

F. A. RHODES,

City Manager

STATE OF CALIFORNIA

ss

County of San Diego

On this 20th day of November in the year One Thousand Nine Hundred and Forty-five before me Myrtle M. Stanfield a Notary Public in and for the said County of San Diego residing therein, duly commissioned and sworn, personally appeared Joseph Gelcher known to me to be the Attorney of The Fidelity and Casualty Company of New York, the Corporation that executed the within instrument, and known to me to be the person who executed the said instrument on behalf of the Corporation therein named and acknowledged to me that such Corporation executed the same.

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

MYRTLE M. STANFIELD

(SEAL)

Notary Public in and for the County of San Diego

My Commission expires June 7, 1947

State of California

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 20th day of November, 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. G. FERGUSON and J. H. MULLEN, a co-partners doing business under the firm name and style of CALIFORNIA SHEET METAL WORKS, party of the second part, and hereinafter sometimes designated as the Contractor,

WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: Furnishing and installing 15 skylights and 8 ventilator collars, using 24 ga. Armco iron or 22 ga. galvanized iron, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 356502.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Three Thousand Eight Hundred Fifty Dollars (\$3,850.00). Said price includes the California State sales tax.

The date of commencement of work and the date of completion, hereinbelow mentioned, are conditioned upon the availability of materials and state of the weather affecting installation.

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: Three Thousand Eight Hundred Fifty Dollars (\$3,850.00), 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 have been 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 they will not underlet nor assign this contract or any part thereof, to any one, without the consent of the Council, in writing, having been first obtained.

Said contractor further agrees that they will be bound by each and every part of said plans and specifications as the same may be interpreted in case of dispute or question by the City Manager of said City.

The work shall be conducted under the immediate supervision of the City Manager of said City, or such other official or officials as he may appoint, and will be inspected by inspectors appointed by said City Manager who will enforce strict compliance with the terms of this contract.

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 Laws, as set forth in the Labor Code of the State of California.

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 said workmen's compensation, insurance and safety laws, 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 said 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 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 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>
Glaziers	\$10.80
Sheet Metal Workers	11.52
Ornamental Iron Workers	12.00
Truck Drivers (less than 6 tons)	7.60
Carpenters	10.80
Millwrights	12.40
Laborers	7.60

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.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. They shall provide and maintain all necessary barriers, guards, watchmen and lights.

If the contractor considers any work required of them to be outside the requirements of this contract, or considers any record or ruling of the City Manager 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, 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. 82009 of the Council authorizing such execution, and the contractor has hereunto subscribed their names the day and year in this agreement first above written.

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

J. H. MULLEN
J. G. FERGUSON

co-partners dba CALIFORNIA SHEET METAL WORKS, Contractor

I HEREBY APPROVE the form and legality of the foregoing contract this 27th day of November, 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 California Sheet Metal Works for installing skylights on Mission Beach Ballroom; being Document No. 357703.

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, Beatrice V. Nave is the owner of Lot J, Block E, of Horton Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of October 1945 by Beatrice V. Nave that I will, for and in consideration of the permission granted to remove 16 feet of curbing on First St. between E st. & F St. and adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Beatrice V. Nave and Otto C. Buysman, Leasee and, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

OTTO C. BUYSMAN

BEATRICE V. NAVE

(Leasee's Signature)

(Owner's Signature)

872 - 1st S.D. (Address)

4036 Hillcrest Drive (Address)

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 22nd day of October, A.D. Nineteen Hundred and forty five, before me, L. N. Voeltzel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Beatrice V. Nave and Otto C. Buysman 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.

L. N. VOELTZEL

(SEAL)

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

I HEREBY approve the form of the foregoing agreement this 5th day of November, 1945.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED NOV 8 1945 52 min. past 10 A.M. in Book 1979 at page 294 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

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

O M. EVANS

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Beatrice V. Nave; being Document No. 357177.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. T. Patten

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 Malcolm J. Rogers, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3011 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Curator of Anthropology of the San Diego Museum existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows: to-wit:

To hold the ranking curatorial position in said Museum, and supervise the work of other technical employees therein; to have immediate charge of Museum exhibits, their acquisition, preparation and disposition within the Museum, and actively to engaged in such work when necessary; to have charge of all technical and research work, and the preparation of publications concerning Museum work. Said enumerated duties and activities are subject to the direction and supervision of the Director of said Museum. To make himself generally useful in any emergency capacity which he may be called upon to occupy, at the discretion of said Director.

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

That beginning July 1, 1945, second party will faithfully perform the services and duties of Curator of Anthropology in the San Diego Museum, as the same are hereinabove described, at the rate of Three Hundred Ten Dollars (\$310.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: Three Hundred Ten Dollars (\$310.00) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

It is further understood and agreed that second party is a regular employee in the classified 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, 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 name the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO
F. A. RHODES City Manager
MALCOLM J. ROGERS
Second Party

I hereby approve the form of the foregoing contract this 27 day of Nov., 1945.
J. F. DuPAUL
City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of employment with Malcolm J. Rogers as Curator of Anthropology; being Document No. 357704.

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

UNDERTAKING FOR STREET LIGHTING

Logan Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHTY-FIVE DOLLARS (\$85.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 19th day of November, 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 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 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 FRANKLIN T. HALE
Attorney-in-Fact
Surety

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 19th day of November, 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
I hereby approve the form of the foregoing Undertaking this 3rd day of December, 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. 32063 passed and adopted on the 13th day of November, 1945, 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 4th day of December, 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 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, 1945, to-wit, to and including November 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 Logan Avenue Lighting District No. 1", filed August 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 Three Hundred Thirty-nine Dollars (\$339.00) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Logan Avenue Lighting District No. 1 Fund."

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

And it is further mutually agreed that no part or portion of said sum of Three Hundred Thirty-nine Dollars (\$339.00) shall be paid out of any other fund than said special fund designated as "Logan Avenue Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of Three Hundred Thirty-nine Dollars (\$339.00).

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

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

ATTEST: R. C. CAVELL (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
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 3rd day of December, 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 Logan Avenue Lighting District No. 1; being Document No. 357770.

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

By H. F. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That ROBERT J. MELLIS, THURSTON STEIN and BOYCE MAYER, co-partners doing business under the firm name and style of SO. CALIFORNIA MACHINERY & ELECTRICAL 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 TWO THOUSAND FIVE HUNDRED and no/100 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 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 27th day of November, 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, f.o.b. City storerooms, as ordered and required by the Purchasing Agent of said City, SYLVANIA incandescent lamps, as manufactured by the Sylvania Electric Products, Inc., 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 November 16, 1945, and ending on November 15, 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: _____

THURSTON W. STEIN
R. J. MELLIS
BOYCE MAYER
Co-partners, dba SO. CALIF. MACHINERY & ELECTRICAL CO.
Principal

ATTESTP _____

GREAT AMERICAN INDEMNITY COMPANY
By L. DOSTER
By E. K. JAMES
Attorneys-in-fact Surety (SEAL)

STATE OF CALIFORNIA:

ss

County of San Diego

On this 27th day of November 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,

I hereby approve the form of the within Bond, this 28th day of December, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 1st day of December 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 27th day of November, 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 J. MELLIS, THURSTON STEIN and BOYCE MAYER, co-partners doing business under the firm name and style of SO. CALIFORNIA MACHINERY & ELECTRICAL 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, SYLVANIA incandescent lamps, as manufactured by the Sylvania Electric Products, Inc., 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 November 16, 1945, and ending on November 15, 1946.

Said contractor hereby agrees to furnish and deliver the lamps above described at 33% discount for standard packages, and 28% discount for broken packages amounting to less than \$15 list value, off the standard price schedule of the Sylvania Electric Products, Inc., contained in Document No. 357587, 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; and, provided the City furnishes properly executed Excise Tax Exemption Certificate, will allow the tax charge of 5% of the net billing (before cash discount); also, the additional tax of 7.5% of list prices. Contractor agrees that should purchases during the life of the contract reach an amount entitling the City, in accordance with said schedules, to a discount greater than that used for billing, the manufacturer will credit the City's account with an amount equal to the difference between the price at which the lamps have been invoiced and the price to which the purchaser is so entitled. Said prices include the California State Sales Tax.

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 amounting to less than \$15 list value, off the standard price schedule of the Sylvania Electric Products, Inc., contained in Document No. 357587, on file in the office of the City Clerk of said 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, less 2% discount for payment within thirty (30) days of purchase, less certain other hereinabove mentioned allowances conditioned upon the City's furnishing properly executed Excise Tax Exemption Certificate.

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 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.

All guaranties by the contractor as to quality, performance or delivery of lamps are given subject to material and other restrictions placed upon the manufacturer by the United States Government or any agencies thereof. If there is any conflict between the terms and conditions of this agreement and any Federal agency order, the Federal agency order shall prevail.

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 thirty (30) days; or
- (c) With the consent of the contractor, renegotiate or amend this contract by extending the time of performance or by making changes in the character of the work or in the materials or equipment required in order to enable performance of the contract; or
- (d) Without liability upon the City or the contractor, terminate this contract.

If the contract is cancelled the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

If this contract is not cancelled and the inability of the contractor to perform continues, without fault on his part, beyond the time during which the contract may have been suspended, as hereinabove provided, either party hereto may, without incurring any liability, elect to declare this contract terminated upon the ground of impossibility of performance. Upon such termination the contractor shall be entitled to proportionate compensation at the contract rate for such portion of the contract as may have been performed.

IN WITNESS WHEREOF, this contract is executed by The City of San Diego, acting by and through the City Manager, pursuant to and under Resolution No. 82062 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

THURSTON W. STEIN

BOYCE MAYER

R. J. MELLIS

Co-partners dba SO. CAL. MACHINERY & ELECTRICAL COMPANY

I HEREBY APPROVE the form and legality of the foregoing Contract this 28th day of December, 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 California Machinery & Electrical Company for furnishing City's requirements of incandescent lamps; being Document No. 357773.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Fatten Deputy

XI-SD-77-SD

FREEWAY AGREEMENT

This agreement made and entered into, in duplicate, this 3 day of Dec, 1945, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "The State", and the City of San Diego, a municipal corporation, hereinafter for convenience referred to as "the City", witnesseth:

WHEREAS the California Highway Commission on December 31, 1940, adopted a resolution declaring that certain portion of State Highway Route 77 as same is shown on the general route map thereof heretofore adopted by the Commission on November 27, 1940, between "A" Street in the City of San Diego and Miramar, to be a freeway, and

WHEREAS plan maps for that portion of said freeway between "A" Street and 1/2 mile North of the City Limits have heretofore been prepared showing the proposed plan of the State as it affects streets of the City, including provisions for closing of city streets, for carrying city streets over or under or to a connection with such freeway, and for relocation of city streets,

NOW THEREFORE, it is agreed:

1. The City agrees and consents to the closing of city streets, relocation of city streets and other construction affecting city streets, all as shown on the plan maps attached hereto marked Exhibits A, B, C, & D, and made a part hereof by this reference.
2. The State in the construction of said freeway will, at the State's expense, make such changes affecting city streets in accordance with the said plans attached hereto or as the same may hereafter be modified by subsequent agreement between the parties hereto.
3. The City will resume control and maintenance over each of the relocated or reconstructed city streets on notice to the City Engineer from the State that the work herein provided for on such street has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper.
4. This agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and City cooperation of the whole freeway project for the benefit of the people of the State and of the City.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

STATE OF CALIFORNIA, Acting by and through the Department of Public Works.
By F. A. RHODES

Director of Public Works

THE CITY OF SAN DIEGO, a Municipal Corporation

By F. A. RHODES, City Manager

Attest FRED W. SICK

City Clerk, City of San Diego

(SEAL)

Approved: HARRY S. CLARK
Deputy City Attorney City of San Diego
G. T. McCOY

By _____
Assistant State Highway Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Freeway Agreement with State Highway Division for improving Route 77 between "A" Street and northerly City Limits; being Document No. 357775.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 28th day of November, 1945, by and between THE CITY OF SAN DIEGO, a Municipal Corporation, party of the first part, and F. C. FINKLE, a consulting engineer of Beverly Hills, California, party of the second part, WITNESSETH:

WHEREAS, party of the second part, acting as consulting engineer, designed the type of conduit to be used, and supervised the construction of the conduit from Switzer Dam to San Diego Bay in the years 1909 and 1910; and

WHEREAS, second party made a thorough study of the terrain both above and below said dam and thoroughly investigated the weather reports and knew the rainfall for various years prior to that time; and

WHEREAS, said second party built said conduit to take care of the rainfall up to that time and for any rainfall that could reasonably be anticipated in the future; and

WHEREAS, an action in damages has been brought against the City of San Diego alleging that said dam and conduit was negligently constructed and inherently dangerous and defective causing damage to several persons named as plaintiffs in said action; and

WHEREAS, the services of the said F. C. Finkle will be needed as an expert witness for The City of San Diego and for the giving of a deposition and otherwise helping the City in the trial of said case; NOW, THEREFORE,

IT IS HEREBY AGREED that the party of the first part, for and in consideration of the services rendered and hereinafter to be rendered by the party of the second part, will pay said party of the second part the sum of ONE HUNDRED DOLLARS (\$100.00) per day, or if said services are one-half day or less, the City will pay said second party FIFTY DOLLARS (\$50.00) per day for such time;

IT IS FURTHER UNDERSTOOD AND AGREED that in the event the party of the second part shall have to leave Los Angeles to give testimony in San Diego or at any point outside of the City of Los Angeles or attend conferences outside of said City of Los Angeles, the party of the second part, in addition to the amount above set forth, for his services shall receive his hotel and traveling expenses while so rendering services for the City, said party of the first part.

IN WITNESS WHEREOF, The City of San Diego, party of the first part, has caused this agreement to be executed in its name by the City Manager, hereunto duly authorized by Council Resolution No. 82037, and F. C. Finkle, consulting engineer, has hereunto subscribed his name, the day and year in this agreement first above written.

This agreement is executed in duplicate, the original and duplicate hereof shall be deemed to be an original.

THE CITY OF SAN DIEGO,

Party of the First Part;

By F. A. RHODES,

City Manager

F. C. FINKLE,

Consulting Engineer

I HEREBY APPROVE the form and legality of the foregoing agreement this 3rd day of December, 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 in the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$1,500.00

J. McQUILKEN

THEO M. FIDELER

Dated November 26, 1945 Auditor and Comptroller of the City of San Diego, California

To be paid out of General Appropriations (40)

Memo Employment of F.C.Finkle, as consulting engineer in regard to conduit from Switzer Dam to San Diego Bay

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with F.C.Finkle for consulting engineer services in connection with Switzer Dam case; being Document No. 357798.

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, E. J. Hornung is the owner of Lots A & B, Block 93, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of November 1945 by E. J. Hornung that I will, for and in consideration of the permission granted to remove 60 feet of curbing on Market Street between 2nd & 3rd, and 55 ft. of curbing on 2nd St. between Market & Island adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made

subject to the condition and agreement herein named.

E. J. HORNING
235 Market St.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 6th day of November, A.D. Nineteen Hundred and Forty-five before me Avis F. Hill, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. J. Hornung known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) AVIS F. HILL
Notary Public in and for the County of San Diego
State of California

I hereby approve the form of the foregoing agreement this 7th day of November, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 16 1945 40 min. past 10 A.M. in Book 1987 at page 206 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from E. J. Hornung; being Document No. 357274.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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 Texas Company is the owner of Lot the southerly 100 ft. of Lots 25, 26, 27 & 28 of Block 43, of W. P. Herberts Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of September, 1945, by The Texas Company that they will, for and in consideration of the permission granted to remove 18 feet of curbing on Cherokee St. approximately 80' north of El Cajon Ave., adjacent to the above described property, bind themselves to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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.

THE TEXAS COMPANY

By J. A. McNAIR

J. A. McNair Vice-President

and E. B. LILES E. B. Liles

929 So. Broadway Los Angeles 15, Calif.

Approved as to form WEA
Description WWSq
Terms CSW

(SEAL)

STATE OF CALIFORNIA)
County of Los Angeles)

On this 2nd day of November, A.D., 1945, before me, C. S. Wharton a Notary Public in and for said County and State, personally appeared J. A. McNair, known to me to be the Vice-President, and E. B. Liles, known to me to be the Asst. Secretary of The Texas Company the Corporation that executed the within Instrument, known to me to be the persons who executed the within Instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

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

(SEAL) C. S. WHARTON
Notary Public in and for said County and State
My Commission expires July 21, 1947

I HEREBY approve the form of the foregoing agreement this 7th day of November, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 16 1945 40 min. past 10 A.M. in Book 1987 at page 207 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from The Texas Company; being Document No. 357275.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 1st day of December, 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 C. C. McCARROLL, of Sorrento, 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:

Pueblo Lot 1353 of the Pueblo Lands of San Diego, according to 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; containing approximately 45 acres;

For a term of three (3) years, beginning on the 1st day of December, 1945, and ending on the 30th day of November, 1948, at the following rentals: Forty-five Dollars (\$45.00) per year payable in advance at the office of the Lessor annually during said term.

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

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

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

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 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. 3100 of the Council authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES

City Manager

C. C. McCARROLL
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 3rd day of December, 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 C. C. McCarroll for stock grazing land; being Document No. 357800.

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 29th day of June, 1945, by and between the STATE PARK COMMISSION OF THE STATE OF CALIFORNIA, party of the first part, hereinafter designated as the Commission, and the CITY OF SAN DIEGO, a municipal corporation, party of the second part, hereinafter designated as the City,

W I T N E S S E T H:

WHEREAS, the State of California owns the properties hereinafter described as part of the State Park System, which State Park System is administered by the Commission; and,

WHEREAS, the Commission is permitted and authorized under the laws of the State of California to contract with cities for the care, maintenance and control, for the purposes of the State Park System, of any real property owned or acquired by the Commission for park purposes; and,

WHEREAS, the City is permitted and authorized under the laws of the State of California to lease or otherwise acquire real property necessary for the use of the city for public pleasure grounds, public parks, recreational centers and public beaches and to improve, preserve, take care of, manage and control the same; and,

WHEREAS, it is the opinion of the Commission that a more advantageous use, care, maintenance and control of said real property hereinafter described, for the purposes of said State Park System, will be had and obtained if said real property is maintained and developed for a park, playground and recreational center and beach for recreational purposes, and to that end that the use, care, maintenance and control of said property, for the purposes of the State Park System, be placed under the jurisdiction of the City and the expense of such care, maintenance and control be borne by the City; and,

WHEREAS, the City, through its proper boards and departments, is desirous of providing for the maintenance and control of said real property for the purposes of the State Park System and of maintaining and developing the same for a playground and recreational center and beach for recreational purposes;

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

That immediately upon the due execution and delivery of this agreement the City shall have for a period of fifty (50) years from and after the date hereof the care, maintenance and control of the State Park properties hereinafter described for the purposes of the State Park System, and to that end and during said period of years the City is hereby given jurisdiction of said property for the purposes of developing, maintaining, controlling, using and operating the same as and for a park, playground, recreational center and beach for recreational purposes; and that during said period the City shall pay or cause to be paid all and singular the costs of developing, maintaining, controlling, using and operating said real property for said purposes, and the Commission shall not during said period be called upon or be liable for the cost of said development, maintenance, control, use or operation, or for any part or portion thereof. During the period hereof the City shall not pay any rental to the Commission for the privilege of using said real property.

That while the City develops, maintains, controls, uses and operates said real property as and for a park, playground, recreational center or beach for recreational purposes, and same shall at all times be accessible and subject to the use and enjoyment of all of the citizens of the State of California, and of all other persons permitted to use and enjoy the same, subject, however, in the matter of such use and enjoyment to the jurisdiction of the City in conformity with this agreement.

The City covenants and agrees that the said property shall not, nor shall any part thereof, be used for any purposes save and except for a park, playground, recreational center or beach for recreational purposes within the intent of this agreement without the consent of the Commission.

It is agreed that the City may, subject to the approval of the Commission, grant concessions in and upon said real property provided that such concessions be consistent with the use thereof for the aforesaid purposes and that such concessions be primarily for the benefit and enjoyment of the public using said recreational center and not primarily for profit or revenue purposes to the City. It is agreed that whatever profit or revenue is derived from any such concessions or received from any other charges made by the City shall be paid into the City Treasury to the credit of the City.

Should the City fail or neglect to continue to maintain and operate and use said real property as and for a park, playground, recreational center or beach for recreational purposes, the right of the City to continue to develop, maintain, control, use or operate said property shall cease and terminate.

It is understood and agreed between the parties hereto that any charges, fees or collections made by the City for services, benefits or accommodations to the general public in connection with the operation and management of said park, playground, recreational center or beach for recreational purposes shall be limited as far as practicable to actual needs for maintenance, safety, sanitation and bodily comfort and that unnecessary commercialization for profit shall not be engaged in or permitted.

Said real property covered by this agreement consists of approximately sixty (60) acres, more or less, located at the northeast corner of Mission Bay, in the City of San Diego, County of San Diego, State of California, bounded and described as follows:

All that real property in the City of San Diego, County of San Diego, State of California, being California State Park lands comprising about 60 acres, more or less, and more particularly described as follows:

PARCEL NO. 1:

Beginning at the intersection of the northerly boundary line of Morena, according to Amended Map thereof No. 809, filed in the Recorder's office, with the Southwesterly boundary line of Grand Avenue, as shown on map of Mission Bay Park, filed in the office of said County Recorder as Map No. 1120; running thence South $45^{\circ} 18' 45''$ East along the Southeasterly production of said Southwesterly line of Grand Avenue for a distance of 134.04 feet; thence Southwesterly along a tangent curve to the right, having a radius of 50.58 feet, to an intersection with the mean high tide line of Mission Bay; thence Southwesterly along said mean high tide line to its intersection with the Northwesterly prolongation of the Southwesterly boundary line of Morena; thence Southeasterly along said Southwesterly boundary line of Morena and its said prolongation to an intersection with the Westerly boundary line of the right of way of the Atchison, Topeka and Santa Fe Railroad; thence Northerly therealong to its intersection with said Northerly line of Morena; thence Westerly along said Northerly boundary line to the point of commencement; having an area of about 27.10 acres, more or less.

PARCEL NO. 2:

That portion of the unnumbered lot of Morena according to said map thereof No. 809, lying Southerly of Block 39 of Mission Bay Park Tract as shown on map thereof No. 1120, filed in the office of the County Recorder, Northeasterly of the mean high tide line of Mission Bay and Westerly of a line described as follows:

Beginning at the intersection of the Northerly boundary line of Morena, according to said Map No. 809, with the Southwesterly boundary line of Grand Avenue, as shown on said Map No. 1120; said point of beginning being also the most Easterly corner of Lot 12, Block 39 of said Mission Bay Park Tract, according to said map thereof No. 1120; thence along the Southeasterly production of the Southwesterly line of Grand Avenue, South $45^{\circ} 18' 45''$ East. 134.04 feet; thence Southwesterly along a tangent curve to the right having a radius of 50.58 feet to an intersection with the mean high tide line of Mission Bay; having an area of about 0.70 acres, more or less.

PARCEL NO. 3:

That portion of Pueblo Lot 1798 of the Pueblo Lands of San Diego, according to Miscellaneous Map No. 40 in the office of the County Recorder lying West of the Southerly extension of the center line of Pico Street in said city; having an area of about 16 acres, more or less.

PARCEL NO. 4:

That portion of said Pueblo Lot 1798 lying East of the Southerly extension of the center line of said Pico Street and West of the Southerly extension of the Westerly line of Bond Street in said city; having an area of about 5.22 acres, more or less.

PARCEL NO. 5:

That portion of said Pueblo Lot 1798 lying East of the Southerly extension of the Westerly line of Bond Street as said Bond Street is shown on the map of Mission Bay Park Tract No. 1530, filed in the office of the County Recorder February 8, 1913; having an area of about 6.25 acres, more or less.

PARCEL NO. 6:

That portion of Pueblo Lot 1208 according to the map of the Pueblo Lands of San Diego known as Miscellaneous Map No. 40 lying South of the Northerly line of Pueblo Lot 1193, produced Westerly and East of the West line of Dalton Street produced Southerly, said Dalton Street being shown on map of Mission Bay Park Tract No. 1120; having an area of about 4.50 acres, more or less.

PARCEL NO. 7:

That portion of said Pueblo Lot 1208 bounded on the North by Pacific Avenue, on the East by Dalton Street, on the West by the Easterly line of Pueblo Lot 1798 and on the South by the Westerly prolongation of the Northerly line of Pueblo Lot 1193, the said avenue and street being those shown on said map of Mission Bay Park Tract No. 1120; having an area of about 0.02 acres, more or less.

IN WITNESS WHEREOF, said State Park Commission has caused these presents to be executed in its behalf by its Chairman and Secretary thereunto first duly authorized, and the City of San Diego has by ordinance of the City Council of said City caused this agreement to be executed on its behalf by the City Manager of said City and the seal of said City to be affixed hereto and attested by the Clerk of said city, the day and year first above written.

STATE PARK COMMISSION OF CALIFORNIA

By J. R. KNOWLAND

J. R. Knowland, Chairman

By J. H. COVINGTON

J. H. Covington, Secretary

Approved: WARREN T. HANNUM
Director of Natural Resources

CITY OF SAN DIEGO, a municipal corporation,
By F. A. RHODES

City Manager of the City of San Diego

Attest: FRED W. SICK

City Clerk of the City of San Diego (SEAL)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with State Park Commission for maintenance and control of 60 acres of State Park along Mission Bay; being Document No. 357860.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

From R. A. Campbell, Sup't., Division of Accounts

Date 12/5/45

To City Clerk, Room 356, Att: Helen Willig

Subject Cancellation of U. S. Coast Guard Contract

Contract No. T40cg-524 dated March 28, 1944 providing water service to U. S. Coast Guard Clothing Locker, 1110 Rosecrans Street, submitted to you on April 3, 1944, has been cancelled effective December 1, 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 U. S. Coast Guard Contract for water service at 1110 Rosecrans St.; being Document No. 357874.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patton Deputy

Contract No. W-04-353-Eng.-1761

NEGOTIATED UTILITY SERVICE CONTRACT

(No Connection Charge) Water Service

U. S. Engineer Office, 3847 Midway, San Diego

San Diego

California

(Station or premises to be served)

(City)

(County)

(State)

Premises are: Government-owned

Bills will be rendered to U. S. Engineer Office at 751 South Figueroa Street, Los Angeles, California. Payment will be made by Finance Officer, United States Army, at 824 South Western Avenue, Los Angeles, California. Estimated annual cost hereunder: \$100.00

This contract is authorized by the following laws: First War Powers Act, 1941 (Public No. 354, 77th Cong.), and Executive Order No. 9001.

The supplies and services to be obtained by this instrument are authorized by, are for the purposes set forth in, and are chargeable to the appropriations indicated below: 212/60905 603-1728 P201-05 S04-353

CONTRACTOR'S PROPOSAL

Date 7 August 1945

At the request of the United States, the undersigned offers and agrees to furnish required water service, beginning on 7 August 1945, and thereafter until further notice for the use of the United States at the location shown above, in accordance with the rates and other terms set forth below or attached hereto; General Provisions on the reverse side hereof;

THE CITY OF SAN DIEGO, WATER DEPARTMENT

1600 Pacific Highway

(Contractor)

San Diego 1, California

(Address)

By F. A. RHODES

Title City Manager

authorized to make this proposal

GOVERNMENT'S ACCEPTANCE

The foregoing Proposal is accepted this 7th day of August 1945.

UNITED STATES OF AMERICA

By BRUCE W. BENNETT

Bruce W. Bennett Captain, Corps of Engineers

Title Contracting Office

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 in said matters.

2. PAYMENTS. - For and in consideration of the faithful performance of the stipulations of this contract, the Contractor shall be paid by the designated disbursing officer for service herein contracted for, at the rates and under the terms and conditions herein set forth. The Contractor hereby declares that said rates are not in excess of the lowest rates now available to any prospective customer under like conditions of service, and agrees that during the life of this contract the Government shall continue to be billed on the lowest available rate for similar conditions of service. Recognition is given to the fact that the Government fiscal year ends on 30 June. Payments hereunder shall be contingent upon the availability of appropriations therefor, and shall not be made in advance of service rendered. All bills for service shall be paid without penalty or interest and the Government shall be entitled to any discounts customarily applicable to payment of bills by all customers of the Contractor.

3. CHANGES OF RATES. - If during the life of this contract the public regulatory body having jurisdiction receives for file 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. Such revised rate schedule, in sextuplicate, shall be promptly furnished to the Contracting Office by the Contractor for attachment to this contract.

4. CONTRACTOR'S EQUIPMENT. - The Government shall provide, free of cost, suitable locations on the premises to be supplied for the installation of the meters and any other equipment of the Contractor necessary to furnish service hereunder, all of which facilities shall be and remain the sole property of the Contractor and shall, at all times during the life of this contract, be operated and maintained by the Contractor at its expense; and all taxes and other charges in connection therewith, together with all liability arising out of the negligence of the Contractor in the construction, operation or maintenance of said facilities shall be assumed by the Contractor. Authorized representatives of the Contractor will be allowed access to the facilities of the Contractor at suitable times to perform the obligations of the Contractor with respect to said facilities. The Contractor shall have the right to remove its property within a reasonable time after termination of this contract, provided termination is not due to the fault of the Contractor.

5. OFFICIALS NOT TO BENEFIT. - No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this 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 has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration, the amount of such commission, percentage, brokerage or contingent fee. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bonafide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8. ANTI-DISCRIMINATION. - (a) The Contractor, in performing the work required by this contract, shall not discriminate against any employee or applicant for employment because of race, creed, color, or national origin.

(b) The Contractor agrees that the provision of paragraph (a) above will also be inserted in all of its subcontracts. For the purpose of this article a subcontract is defined as any contract entered into by the contractor with any individual, partnership, association, corporation, estate or trust, or any other business enterprise or legal entity, for a specific part of the work to be performed in connection with the supplies or services furnished under this contract; provided, however, that a contract for the furnishing of standard or commercial articles or raw material shall not be considered as a subcontract.

9. ASSIGNMENT OF RIGHTS. - If this contract is for an amount of \$1,000 or more, claims for monies due or to become due to the Contractor from the Government hereunder may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency, in accordance with the Assignment of Claims Act of 1940 (Public No. 811, 76th Cong.). Payment to an assignee of any claim hereunder shall not be subject to reduction or set-off for any indebtedness of the assignor to the United States arising independently of this contract.

10. DEFINITIONS. - Except for the original signing of this contract, and except as otherwise stated herein, the term "Contracting Officer" as used herein shall include his duly appointed successor or his authorized representative.

RATES

In accordance with attached rate schedule.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with United States for water at U. S. Engineer Office 3847 Midway Drive; being Document No. 357875.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

C O N T R A C T

THIS AGREEMENT, Made and entered into this 31st day of October, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part; and the ZOOLOGICAL SOCIETY OF SAN DIEGO, a non-profit corporation organized and existing under and by virtue of the laws of the State of California, party of the second part, WITNESSETH:

WHEREAS, the Zoological Society of San Diego is desirous of building three buildings

- (a) An administration building;
- (b) An elephant building; and
- (c) A small mammal building,

in Balboa Park; and

WHEREAS, The City of San Diego is making application to the Post War Public Works Review Board under the provisions of Chapter 47, Statutes of 1944 (4th Extra Session of the Legislature), and approved by the Governor, June 20, 1944, for plan preparation funds; NOW, THEREFORE,

In consideration of the performance of the covenants and agreements hereinafter made by each part,

The City of San Diego agrees to make application to the "Post War Public Works Review Board" of the State of California, under section 7 of Chapter 47, Statutes of 1944, aforesaid, for funds to defray one-half of the cost for preparing plans for the construction of the three buildings heretofore mentioned; and

The Zoological Society of San Diego agrees to pay one-half of the cost of preparing said plans;

The party of the second part agrees to deposit with the City Treasurer the sum of THREE THOUSAND DOLLARS (\$3000.00) upon the execution of this contract, to be used toward the payment of the structural engineer's fee in making the plans and whatever other work he may do in connection with said buildings; said second party agrees to advance such other sums as are necessary for the payment of its part of the engineer's fees upon request from the City Manager.

IT IS FURTHER UNDERSTOOD AND AGREED that in the event the State does not approve the City's application for funds to pay one-half of the engineer's fees, that the said party of the second part will pay 2% of the estimated cost of said buildings to the structural engineer and that the City of San Diego will not be held responsible for the payment of any part of the money due the structural engineer for the drawing of the preliminary plans;

IT IS FURTHER UNDERSTOOD AND AGREED that disbursements shall be made upon order of the City Manager at such times as he shall deem necessary to make payments and the party of the second part will provide its share of the funds when so required by the City Manager;

IT IS FURTHER UNDERSTOOD AND AGREED that the money deposited by party of the second part shall be used only for the purposes herein set forth and if any balance shall remain on hand after said work is completed, the same shall be returned to said party of the second part.

IN WITNESS WHEREOF, said City of San Diego has by resolution 81934 of its City Council caused this agreement to be subscribed by the City Manager of said City, and the seal of said City to be hereunto affixed and attested by the City Clerk; and said Zoological Society of San Diego has caused this agreement to be subscribed by its president and secretary and its corporate seal to be hereunto affixed by resolution of its Board of Directors thereunto duly authorizing the same, the day, month and year first above written.

THE CITY OF SAN DIEGO,

Party of the First Part;

By F. A. RHODES

City Manager

ATTEST: FRED W. SICK City Clerk

By Clark M. Foote Jr,

Deputy (SEAL)

ZOOLOGICAL SOCIETY OF SAN DIEGO,
(A non-profit corporation)

Party of the Second Part;

By C. L. COTANT

President

ATTEST: FRED KUNZEL

Secretary

I HEREBY APPROVE the form and legality of the foregoing Contract this 5th day of December, 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 the Zoological Society to construct buildings in San Diego Zoo grounds; being Document No. 357876.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That ELMER B. BELT, an individual doing business as the SQUIRES-BELT MATERIAL CO., as Principal and MARYLAND CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND TWO HUNDRED EIGHTY-EIGHT and no/100 Dollars (\$1288.00), lawful money of the United States of America, to be 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, 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 Vacuum type chlorinator with automatic chlorine evaporator and chlorine gas header condensation drain trap and heater, in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

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

ELMER B. BELT

ATTEST _____

an individual doing business as the SQUIRES-BELT MATERIAL CO.

Principal

MARYLAND CASUALTY COMPANY (SEAL)

ATTEST _____

By F. F. EDELEN Its Attorney-in-Fact.

Surety

STATE OF CALIFORNIA

County of San Diego

} ss

On this 28th day of November, 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. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed

the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

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

(SEAL) C. T. NEILL
Notary Public, in and for said County and State

I hereby approve the form of the within Bond, this 4th day of December, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this day of November 1945.

G. E. ARNOLD

Asst. 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, 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 ELMER B. BELT, an individual doing business as the SQUIRES-BELT MATERIAL CO., party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

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

1 - Solution feed visible vacuum chlorinator, Type MAHSVC, with 1 chlorine gas header condensation drain trap and heater and 1 automatic chlorine evaporator, all as manufactured by Wallace & Tiernan Corp., complete with all accessories, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 356934.

Shipment from Belleville, New Jersey, within 30-45 days after execution of contract and delivery in San Diego within 45-60 days after execution of said contract.

Said contractor hereby agrees to do and perform all of said work and to furnish and deliver the material above described at and for the following price, to-wit: Five Thousand One Hundred Fifty Two Dollars (\$5152.00), including full freight allowed to job site. Said price does not include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said material above described by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor the sum of Five Thousand One Hundred Fifty-two Dollars (\$5152.00), exclusive of California State Sales Tax.

Payment will be made for said material in accordance with purchase order and delivery.

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 have been 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. 82060 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 G. E. ARNOLD Asst. City Manager

ELMER B. BELT

ATTEST _____

An individual doing business as SQUIRES-BELT MATERIAL CO.
Contractor

I hereby approve the form and legality of the foregoing contract this 4 day of December, 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 Squires-Belt Material Co. for furnishing vacuum type chlorinator and accessories; being Document No. 357909.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made and entered into this 13th day of September, 1945, by and between the CITY OF SAN DIEGO, a municipal corporation of the State of California, acting by and through its Board of Harbor Commissioners, of the City of San Diego, hereinafter called the "City", and American Airlines, Inc., a Delaware corporation, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, the City owns an airport known as the San Diego Municipal Airport, located in the County of San Diego, State of California (hereinafter called the "Airport"), the Airport being more fully described in Exhibit A attached hereto and hereby made a part hereof; and

WHEREAS, Lessee is engaged in the business of air transportation with respect to persons, property, cargo and mail; and

WHEREAS, Lessee desires to lease certain premises, facilities, rights, licenses, services and privileges in connection with and on the Airport, and the City is willing to lease the same to Lessee upon the terms and conditions hereinafter stated.

NOW THEREFORE, for and in consideration of the mutual covenants and the terms and conditions herein set forth, the City does hereby lease and demise unto Lessee, and Lessee does hereby hire and take from the City, certain premises and facilities, rights, licenses, services and privileges in connection with and on the San Diego Municipal Airport, in the City of San Diego, County of San Diego, State of California, as follows: to-wit.

ARTICLE I - PREMISES

(A) Use of Airport. The use, in common with others authorized so to do, of said Airport and appurtenances, together with all facilities, improvements, equipment and services which have been or may hereafter be provided at or in connection with the Airport from time to time, and which are intended for common use, including, without limiting the generality hereof, the landing field, and any extensions thereof or additions thereto, runways, ramps, aprons, taxiways, roadways, sewage and water facilities, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs of aircraft of Lessee, which use, without limiting the generality hereof, shall include:

(1) the operation of a transportation system by aircraft for the carriage of persons, property, cargo and mail;

(2) the repairing, maintaining, conditioning, servicing, testing, parking or storage of aircraft or other equipment of Lessee. In connection with the repairing, maintaining, conditioning and servicing of aircraft or other equipment of such other persons or governmental agencies, Lessee's rights shall be limited so as not to infringe upon any exclusive privilege heretofore granted by the City;

(3) the training of Lessee's personnel and the testing of Lessee's aircraft and other equipment owned or operated by Lessee, subject to the rules and regulations governing the operation of the Airport;

(4) the training of pilots, dispatchers, mechanics and technicians (employed by Lessee) in the arts and sciences of aeronautics and communications, subject to the rules and regulations governing the operation of the Airport;

(5) the sale, disposal or exchange of Lessee's aircraft, engines, accessories, gasoline, oil, greases, lubricants, fuel and other equipment or supplies, any propellant now or which may hereafter be used in the propulsion of aircraft; provided that such right shall not be construed as authorizing the conduct of a separate business by Lessee but shall permit Lessee to perform such functions as are incident to its conduct of air transportation, and specifically, but without limitation, shall permit the sale or disposal of any article or goods used by or bought for use by Lessee in connection with its conduct of air transportation; and provided that Lessee shall not sell gasoline, fuel, propellants, greases and other lubricants except to a subsidiary or affiliated company, or except when the same are of a particular grade desired by others and not otherwise available at the Airport, or except for use in aircraft of others which are being used in connection with any operations of Lessee;

(6) the servicing by Lessee or others of Lessee's aircraft and other equipment, by truck or otherwise, with gasoline, oil, greases, lubricants, and any other fuel or propellant or other supplies, including foods and beverages, required by Lessee; such right to include, without limiting the generality hereof, the right to install and maintain on the Airport adequate storage facilities for such gasoline, oil, greases, lubricants and other fuel, or propellant, or supplies, either underground or on the surface, together with the necessary pipes (including a pipe line or lines between Lessee's sources of supply and said storage facilities, and from such storage facilities to the point or points of servicing), pumps, motors, filters and other appurtenances incidental to the use thereof, which installation shall be subject to the approval of the Harbor Commission of the City of San Diego. City agrees to grant and make available for Lessee's use, without charge, adequate and convenient rights of way for said pipe lines, provided that City shall not be responsible for the cost of excavation, construction, installation, maintenance and operation thereof;

(7) the landing, taking off, flying, taxiing, towing, parking, loading and unloading of Lessee's aircraft or other equipment used in the operation of scheduled, shuttle, courtesy, test, training, inspection, emergency, special, charter, sightseeing and other flights, including, without limiting the generality hereof, the right to load and unload Lessee's aircraft adjacent to a convenient entrance to the Administration or Unit Buildings, at loading gates located on the loading ramp;

(8) the right to transport, load and unload persons, cargo, property, and mail to, from and at the Airport by such loading and unloading devices, motor cars, busses, trucks or other means of conveyance as Lessee may choose or require in the operation of its air transportation system; with the right to designate and enter into arrangements with any carrier or carriers of its choice to transport to and from the Airport, passengers of Lessee and their baggage, cargo, property and mail carried and to be carried by air by Lessee, provided that nothing in this paragraph contained shall be construed as giving

Lessee the privilege to grant an exclusive right, license or franchise to transport such passengers or cargo;

(9) the right to install, maintain and operate, without cost to City, by Lessee alone, or in conjunction with any other air transportation companies, who are Lessees at the Airport, or through a nominee, a message tube system and other communication systems between suitable locations in the aircraft loading areas and suitable locations in or about any hangar or building that may be occupied by Lessee at the Airport;

(10) the right to install, maintain and operate, without cost to City, by Lessee alone, or in conjunction with any other air transportation companies who are Lessees at the Airport, or through a nominee, suitable air-conditioning equipment including, without limitation, trucks, or a suitable airplane air-conditioning system connecting with a covered concrete trench or other duct in the loading area. City agrees to make available without charge, for the individual or joint use of all air transportation companies who are Lessees at the Airport an adequate and convenient site under the loading area and adjacent to the Administration and/or Unit Buildings for the placing of machinery, equipment, conduits and ducts constituting such system; provided, however, that City shall not be responsible for the cost of excavation, construction, installation and operation thereof;

(11) the right to install, maintain and operate, or cause to be installed, maintained and operated in any space at the Airport leased by Lessee, a kitchen, commissary or other plant for the purpose of preparing and dispensing foods and beverages to Lessee's employees, or to Lessee's passengers for consumption while in flight, or on the premises during unusual conditions, or when other accommodations at the Airport are unavailable, or unsatisfactory to Lessee. Nothing in this paragraph contained shall be deemed to give Lessee the right to maintain or operate a public cafeteria, restaurant, bar or cocktail lounge for the purpose of selling food or beverages to the general public at the Airport; nor shall anything in this paragraph contained be deemed to prevent Lessee from exercising any right granted hereunder jointly with others similarly authorized by the City, either under its own or their direction or by contract with a separate company formed by Lessee and such others;

(12) the right to install and operate electrically lighted or other advertising signs representing its business, at Lessee's expense, which signs shall be substantially similar in size and type to those of other operators at the Airport, but the general type, size, design and location of such signs shall be subject to the approval of the authorities of the City of San Diego, passed upon prior to installation;

(13) the right to install, maintain and operate, at Lessee's expense, by Lessee alone, or in conjunction with any other air transportation companies who are Lessees at the Airport or through a nominee such radio communications, meteorological and aerial navigation equipment and facilities in or on premises leased exclusively to Lessee and subject to the approval of the Airport Manager with respect to location of installation, elsewhere on the Airport, as may be necessary or convenient in the opinion of Lessee for its operation; provided, however, that such approval shall not be withheld unless such installation, maintenance and operation at the location selected by Lessee shall interfere with the reasonable use of the Airport by others authorized so to do;

(14) the conduct of any other operation or activity which is reasonably necessary to the conduct by Lessee of air transportation, subject to the approval of the Airport Manager.

B. Space in and Adjacent to Any New Administration or Unit Buildings.

The exclusive use of not more than 4370 square feet of space in the Administration or Unit Building, when as and if constructed and ready for occupancy, the actual amount of such space to be hereafter designated in writing by Lessee, and the non-exclusive use, in common with others, of adequate space and facilities adjacent to said Administration or Unit Buildings consisting of sufficient ground area to permit the efficient taxiing, servicing, loading, and unloading of Lessee's aircraft, adequate paving, fencing, loading gates, and proper lighting for loading ramps and for other areas adjacent to the Administration or Unit Buildings, used by passengers.

Lessee may use all such space in the Administration or Unit Buildings with respect to which it is granted the exclusive use hereunder and all such space and facilities outside the Administration and Unit Buildings with respect to which it is granted the non-exclusive use hereunder for any and all purposes in connection with or incidental to its business including, without limiting the generality hereof, the handling, ticketing, billing and manifesting of passengers, baggage, cargo, property and mail, and the installation, maintenance and operation of radio and other communications equipment and facilities and meteorological and navigation equipment and facilities.

Should Lessee require or desire for its exclusive use additional space in the Administration or Unit Building which may from time to time in the opinion of the City become available, Lessee, at its option, shall have the right upon thirty (30) days' written notice to the City, to such additional space which shall be paid for at a rental rate not in excess of the rate provided in Section A of Article III, with respect to similar space herein leased to Lessee. The occupancy by Lessee of any such additional space selected or occupied by it shall be subject to all of the applicable provisions of this Agreement.

C. Public Space in Any New Administration or Unit Buildings.

The use by Lessee, its employees, passengers, guests, patrons and invitees, in common with others, of all public space in any Administration or Unit Buildings, substantially as designated on Exhibit B, and any additional public space which may hereafter be made available therein and in any additions thereto, including, without limiting the generality hereof, the lobbies, passenger lounges, waiting rooms, hallways, rest rooms, rooms for flight personnel and other public and passenger conveniences.

D. Parking Space.

The Use, in common with others authorized so to do, for itself, its passengers, agents and invitees, of suitable and convenient parking areas maintained by the City, subject to such reasonable charge or charges as may be fixed by the City.

E. Right of Ingress and Egress. The full and free right of ingress to and egress from the premises and facilities referred to in Sections A to D inclusive above, for Lessee, its employees, agents, passengers, guests, patrons, invitees, its or their suppliers of materials or furnishers of service, its or their aircraft, equipment, vehicles, machinery and other property, without charge to said employees, agents, passengers, guests, patrons, invitees, suppliers of materials or furnishers of service or their said property, subject, however, to the rules and regulations governing the operations of the Airport.

ARTICLE II - TERM

Subject to earlier termination as hereinafter provided, the initial term of this lease shall be for the period commencing on September 1, 1945, and ending on August 31, 1951, subject, however, to the option hereby granted by the City to Lessee to renew this lease for four (4) additional terms of five (5) years each under the same terms and conditions and at such rates of rental, fees and charges for said renewal terms as may mutually be agreed upon, provided that Lessee shall notify the City in writing of Lessee's

exercise of said option not less than six (6) months before the expiration of the then current term hereof.

ARTICLE III - RENTALS AND FEES

Lessee agrees to pay to the City for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, the following rentals, fees and charges (there being no other rentals, fees or charges, and no tolls payable by Lessee unless otherwise specifically provided herein); all payable in monthly installments covering the preceding calendar month, and in the event that the commencement or termination of the term with respect to any of the particular premises, facilities, rights, licenses, services or privileges as herein provided falls on any date other than the first or last day of a calendar month, the applicable rentals, fees and charges for that month shall be paid for said month pro rata according to the number of days in that month during which said particular premises, facilities, rights, licenses, services, or privileges were enjoyed; and the City shall, following the end of each calendar month, transmit to Lessee a statement of the rentals, fees and charges incurred by Lessee during said month as hereinafter provided, and the same shall be paid by Lessee within fifteen (15) days after receipt of such statement.

(A) Rental with Respect to Any New Administration or Unit Building Space. From and after occupancy thereof by Lessee, rental for Administration or unit building space herein leased exclusively to Lessee shall be computed at the rate of Fifty-five Cents (\$.55) per square foot per annum for basement space, at the rate of One and 80/100 Dollars (\$1.80) per square foot per annum for ground floor space and at the rate of One and 50/100 Dollars (\$1.50) per square foot per annum for second floor space, and at the rate of One and no/100 Dollars (\$1.00) per square foot per annum for third floor space.

(B) Activity Fees. From and after the commencement of the term hereof, rentals, fees and charges for the use of all of the premises, facilities, rights, licenses, services and privileges granted hereunder except that for which rental is specifically provided in Section A of this Article III, shall be combined in and represented by an activity fee for each calendar month based on Lessee's scheduled trips at the Airport during each preceding calendar month, as follows:

- (1) For each of the first two Scheduled Trip Arrivals \$125.00 per month.
- (2) For the third Scheduled Trip Arrival \$100.00 per month.
- (3) For the fourth and each of all additional Scheduled Trip Arrivals \$25.00 per month.

The term "scheduled trip" as used herein shall mean a trip shown by Lessee's official timetable as scheduled to arrive at the Airport on fifteen (15) or more days of each calendar month. A trip scheduled to arrive, at the same time of day or night, on fifteen (15) or more specified days of the calendar month shall be counted as one scheduled trip regardless of the actual arrivals of aircraft operated on such scheduled trip during such calendar month.

The official timetable of Lessee in effect on the first day of each month (which timetable shall be furnished by Lessee to the City each month) shall be the sole basis for determining the number of such scheduled trips during such month, and no account shall be taken of schedule changes made during the month or the actual number of aircraft arrivals or flight cancellations on such schedules.

No fee or charge shall be made for the first fifteen (15) unscheduled revenue bearing flights made by Lessee at said Airport during any one calendar month. Every thirty (30) or part of thirty (30) additional unscheduled revenue bearing flights of Lessee into the Airport in excess of fifteen (15) in any one calendar month shall be deemed an additional "scheduled trip".

"Revenue bearing flight", as used herein shall mean any flight either originating at, or terminating at, or passing through the Airport for which Lessee has received or expects to receive a direct monetary fee or charge including, without limitation, scheduled trips, extra sections, and charter sightseeing, shuttle and other trips for which revenue is received or expected, and excluding, without limitation, ferry, test, courtesy, training, inspection or other trips for which no direct monetary fee or charge is received or expected.

The foregoing fees shall apply to schedules that shall be flown by aircraft not exceeding twenty-five thousand five hundred (25,500) pounds in licensed standard gross weight. For schedules on which aircraft exceeding twenty-five thousand five hundred (25,500) pounds in licensed standard gross weight are operated, an additional charge of One Dollar (\$1.00) per month per schedule shall be made for each additional one thousand (1,000) pounds, or fraction thereof amounting to five hundred (500) pounds or more.

The term "licensed standard gross weight" for any aircraft as used herein, shall be the standard gross weight of such aircraft, as determined by the Civil Aeronautics Board or other governmental authority having jurisdiction. In the event more than one type of aircraft is operated on a schedule on different days during the month, or is operated in unscheduled revenue bearing flights during the month, the licensed standard gross weight of the type of aircraft operated the greater number of days during the month on such schedule or such unscheduled revenue bearing flights shall be the licensed standard gross weight applicable to such scheduled or unscheduled flights for the entire month.

On request, Lessee shall furnish the City with information concerning the licensed standard gross weight of aircraft operated by it at the Airport.

~~The City shall adopt and enforce reasonable rules and regulations, which Lessee agrees to observe and obey, with respect to the use of the Airport, which shall provide for the safety of those using the same; provided that such rules and regulations shall be consistent with the safety and with rules, regulations and orders of the Civil Aeronautics Authority with respect to aircraft operations at the Airport; and provided further, that such rules and regulations shall not be inconsistent with this lease or the procedures prescribed or approved from time to time by the Civil Aeronautics Authority with respect to the operation of Lessee's aircraft at the Airport.~~

ARTICLE IV - RULES AND REGULATIONS

~~The City shall adopt and enforce reasonable rules and regulations, which Lessee agrees to observe and obey, with respect to the use of the Airport, which shall provide for the safety of those using the same; provided that such rules and regulations shall be consistent with the safety and with rules, regulations and orders of the Civil Aeronautics Authority with respect to aircraft operations at the Airport; and provided further, that such rules and regulations shall not be inconsistent with this lease or the procedures prescribed or approved from time to time by the Civil Aeronautics Authority with respect to the operation of Lessee's aircraft at the Airport.~~

ARTICLE V - MAINTENANCE AND OPERATION OF AIRPORT

Except as otherwise specifically provided herein, the City, during the initial term of this lease and any renewal thereof, shall operate, maintain and keep in good repair the Airport, and the proposed Administration and Unit Buildings (including all public and passenger space, and Lessee's exclusive space), vehicular parking spaces, all field lighting and other appurtenances, facilities and services which the City has agreed to furnish and supply hereunder. The City shall keep the Airport free from obstruction, including the

clearing and removal of snow, weeds, grass, or other foreign matter, as reasonably necessary, from the runways, taxiways, and loading areas and areas immediately adjacent to such runways, taxiways and loading areas, for the safe, convenient and proper use of the Airport by Lessee, and shall maintain and operate the Airport in all respects in a manner at least equal to the standards or ratings for airports of similar size and character issued by the Civil Aeronautics Authority, and in accordance with all rules and regulations of the Civil Aeronautics Authority and any other governmental agency having jurisdiction thereof.

The City, at its cost, shall keep the public and passenger space in the Administration and Unit Buildings adequately and attractively supplied, equipped, furnished and decorated and shall operate and maintain adequate directional signs in said spaces and in all other public and passenger spaces on the Airport, including signs indicating the location of all public restaurants, restrooms, newsstands, post offices, baggage counters and check rooms, and all other facilities for passenger or public use in the Administration and Unit Buildings or elsewhere on the Airport. The City, at its cost, shall provide and supply adequate heat, light, gas, electricity and water for the public and passenger space and Lessee's exclusive space in the Administration and Unit Buildings and for the areas and facilities adjacent to the Administration and Unit Buildings respecting which Lessee is given the non-exclusive use hereunder. The City, at its cost, shall also provide and supply adequate lighting for the vehicular parking spaces, adequate field lighting on and for the Airport, including such lighting as required by the Civil Aeronautics Administration, and janitors and other cleaners necessary to keep the public and passenger space and Lessee's exclusive space in the Administration and Unit Buildings; the aforesaid areas adjacent thereto, the vehicular parking spaces and the landing field of the Airport at all times clean, neat, orderly, sanitary and presentable.

If within a reasonable time after notice to the City of dilapidations which it ought to repair, it neglects to do so, the Lessee may repair the same itself, where the cost of such repairs do not require an expenditure greater than one month's rent of the premises, and deduct the expenses of such repairs from the rent, or the leases may vacate the premises, in which case it shall be discharged from further payment of rent, or performance of other conditions.

ARTICLE VI - SPACE FOR UNITED STATES WEATHER BUREAU, POST OFFICE, CIVIL AERONAUTICS AUTHORITY AND EXPRESS AGENCIES

The City shall make available reasonable and convenient space and facilities at the Airport for the use of the United States Post Office Department or any person required to use such space by regulations thereof, and an express agency or agencies, at established rental charges to such persons, governmental agency and express agencies, and City shall make available reasonable and convenient space at the Airport for the use of the United States Weather Bureau and Civil Aeronautics Authority, and such other governmental agencies as may be required in connection with international air transportation, at established rental charges to such governmental agencies.

In the event the Airport is now, or during the term hereof shall be, designated by an appropriate Federal authority as an airport of entry, or as an airport where aircraft used in connection with international air transportation may be landed, the City shall make no charge to Lessee for the use of space or facilities at the Airport by a governmental agency required by the Federal Government to operate and be located at the Airport in connection with international air transportation.

ARTICLE VII - RESTAURANT

The City agrees to provide space in the Administration Building for a restaurant to be maintained and operated in a first class manner by the City or a concessionaire of the City for the purpose of selling food and beverages to the public generally.

ARTICLE VIII - BUILDING BY LESSEE

Lessee, at its own cost and expense, may construct or install in or on any space which is or may be exclusively leased to Lessee hereunder, any buildings, structures or improvements, including equipment and storage tanks, on the surface or underground, that it shall determine to be necessary for use in connection with its air transport operations; provided, however, that the City shall have the right to inspect the plans and specifications of any such buildings, structures and improvements prior to construction or installation thereof and to refuse to permit such construction or installation if the external appearance thereof does not meet the City's reasonable requirements for substantial uniformity of appearance of all buildings and structures on the Airport, or if the type of construction or installation or the location thereof does not meet the City's reasonable requirements for safe use of the Airport and appurtenances by others authorized so to do. Lessee shall have the unrestricted right to alter, modify, repair and maintain any buildings, structures, or improvements constructed or installed on premises leased hereunder, except that if the external appearance thereof is to be changed by any alteration or modification the proviso contained in the next preceding sentence shall be applicable.

No restrictions shall be placed upon Lessee as to the architects, builders or contractors who may be employed by it in connection with the construction, installation, alteration, modification, repair or maintenance of any such buildings, structures or improvements, and the City shall provide free ingress to and egress from the said spaces for all persons, materials or things connected with the construction, installation, alteration, modification, repair or maintenance thereof.

Lessee shall have the right to bring water, sewage and all other utilities to all buildings, structures and improvements which have been or may be from time to time constructed or installed by Lessee on the Airport.

ARTICLE IX - OPTION TO LEASE ADDITIONAL SPACE

Lessee shall have the right and option from time to time during the term hereof or any renewal thereof, to lease for its exclusive use any parcels of land that may be available in the opinion of the City at the Airport which is not reasonably necessary to the operation or maintenance of the Airport, Airport activities or other air lines, and which is necessary or desirable to Lessee's exercise of the rights herein granted; provided that Lessee shall give written notice to the City at least sixty (60) days in advance of the date on which it is proposed to take over such additional parcels for Lessee's exclusive use. The occupancy by Lessee of such additional parcels of land shall be subject to all of the applicable provisions of this lease and shall be paid for at a rental rate mutually agreed upon.

ARTICLE X - CONTROL OF RATES, FARES OR CHARGES

Subject to laws and to regulations and orders of duly constituted public regulatory authorities or bodies, Lessee shall have the right to prescribe rates, fares, or charges for any of its services by air or land, to from or through the Airport, or between the Airport and Lessee's ticket offices or other stopping places in the City of San Diego, the intent hereof being that Lessee may establish such rates, fares and charges as it in its discretion may desire to establish.

ARTICLE XI - OTHER CHARGES OR FEES

The City agrees that no charges, fees or tolls, other than those expressly provided for herein, shall be imposed upon Lessee by the City except by mutual agreement of the parties hereto.

ARTICLE XII - INDEMNITY

Lessee agrees to hold the City harmless from any and all liability for damages to or injuries to persons or property occasioned by Lessee's negligent use of occupancy of the demised premises; provided, however, that Lessee shall not be liable for any damage, injury or loss occasioned by the negligence of the City, its agents or employees; and provided further, that the City shall give to Lessee prompt and timely notice of any claim made or suit instituted, which in any way, directly or indirectly, contingently or otherwise, affects or might affect Lessee, and Lessee shall have the right to compromise and defend the same to the extent of its own interest, and will furnish the City a certificate evidencing that Lessee carries adequate public liability and property damage insurance.

ARTICLE XIII - ADDITIONAL INSTALLATION BY LESSEE

Lessee may install and maintain at its own expense such fixtures and equipment in the structures or about the premises mentioned in Article I Section (B) as it may need in its operations.

Upon securing consent of the City, Lessee shall have the right from time to time to improve said premises at its own expense. No additional alterations or repairs shall be made without the consent of the City, and Lessee agrees to pay for all labor performed or materials furnished in any repairs, alterations or additions made by it on said premises, and to keep its possessory interest therein free and clear of all liens.

ARTICLE XIV - DAMAGE OR DESTRUCTION OF PREMISES

If any building of the City in which Lessee occupies exclusive space hereunder shall be partially damaged by fire, the elements, the public enemy or other casualty but not rendered untenable, the same shall be repaired with due diligence by the City at its own cost and expense. If the damage shall be so extensive as to render such building untenable but capable of being repaired in thirty (30) days, the same shall be repaired with due diligence by the City at its own cost and expense, and the rent payable hereunder with respect to Lessee's exclusive space shall be proportionately paid up to the time of such damage and shall in such building thenceforth cease until such time as such building shall be fully restored. In case any such building is completely destroyed by fire, the elements, the public enemy or other casualty, or so damaged that it will or does remain untenable for more than thirty (30) days, at the option of Lessee either (1) said building shall be repaired or reconstructed with due diligence by the City at its own cost and expense, and the rent payable hereunder with respect to Lessee's exclusive space in said building shall be proportionately paid up to the time of such damage or destruction and shall thenceforth cease until such time as the premises shall be fully restored, or (2) if within twelve (12) months after the time of such damage or destruction said building shall not have been repaired or reconstructed for Lessee's use, Lessee may in writing give the City written notice of its intention to then cancel this agreement in its entirety or to cancel, as of the date of such damage or destruction, such part of this agreement as relates only to said building.

In the event that the Airport or any other premises herein leased are rendered untenable or unusable because of the condition thereof, there shall be a reasonable and proportionate abatement of the charges provided for herein during the period that the same are so untenable or unusable.

ARTICLE XV - CANCELLATION BY THE CITY

The City may cancel this Agreement by giving Lessee sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events:

- (a) The filing by Lessee of a voluntary petition in bankruptcy;
- (b) The institution of proceedings in bankruptcy against Lessee and the adjudication of Lessee as a bankrupt pursuant to such proceedings;
- (c) The taking by a court of jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (d) The appointment of a receiver of Lessee's assets;
- (e) The divestiture of Lessee's estate herein by other operation of law;
- (f) The abandonment by Lessee of its conduct of air transportation at the Airport;
- (g) The default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt from the City of written notice to remedy same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if Lessee shall have remedied the default prior to receipt of the City's notice of cancellation.

The 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 the Lessee will remove any structures or buildings placed or erected on said demised premises by the said Lessee as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at its own cost and expense and without any claim or right to damages or compensation therefor; provided, only, that said Lessee shall not be disturbed in the possession and use of said premises to any greater degree than is necessary in the carrying out and completion of said general plan of improvement.

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 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 Lessee 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 Lessee for any damage to or interference with, or loss of business or franchise, occasioned by any such termination.

Notwithstanding anything to the contrary herein contained, the City shall not have the right to cancel, or give notice of cancellation of, this Agreement solely by reason of Lessee's failure to refusal to pay all or any part of the rentals, fees or charges provided for in this Agreement if, within thirty (30) days after such failure or refusal, Lessee shall have given to the City a written notice stating that Lessee in good faith predicates such failure or refusal upon either or both of the following: (a) Any provision of this Agreement granting to Lessee in specified events a reduction in or abatement of any rentals, fees or charges payable by Lessee to the City hereunder, or (b) any provision of this Agreement authorizing Lessee in specified events to deduct from any such rentals fees or charges, the reasonable cost to Lessee of performing any obligation or obligations required by this Agreement to be performed by the City.

No waiver of default by the City of any of the terms, covenants or conditions hereof to be performed, kept and observed by Lessee shall be construed to be or act as a waiver

of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee. The acceptance of rental by the City for any period or periods after a default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by Lessee, shall not be deemed a waiver of any right on the part of the City to cancel this Agreement for failure by Lessee to so perform, keep or observe any of the terms, covenants or conditions of this Agreement.

ARTICLE XVI - CANCELLATION BY LESSEE

Lessee, in addition to any other right of cancellation herein given to Lessee or any other rights to which Lessee may be entitled by law or otherwise, may cancel this Agreement in whole or only in so far as it relates to the Administration and Unit Buildings and terminate all or any of its obligations hereunder at any time that Lessee is not in default in its payments to City hereunder, by giving City sixty (60) days advance written notice to be served as hereinafter provided, upon or after the happening of any one of the following events;

(a) The failure or refusal of the Civil Aeronautics Authority, at any time during the term of this Agreement or any renewal thereof, to permit Lessee to operate into or from the Airport or in the event of a decision of the Civil Aeronautics Authority resulting in Lessee not having sufficient aircraft to maintain any schedule into or from the Airport;

(b) The designation of any other airport by the City in substitution for or in addition to the Airport as the terminal point for the San Diego metropolitan area;

(c) Issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport or any part thereof for airport purposes, and the remaining in force of such injunction for a period of at least one hundred twenty (120) days;

(d) The inability of Lessee to use, for a period in excess of ninety (90) days, the Airport, or any of the premises, facilities, rights, licenses, services or privileges leased to Lessee hereunder because of any law or any order, rule, regulation or other action or any nonaction of the Civil Aeronautics Authority or any other Governmental authority, or because of fire, earthquake, other casualty or acts of God or the public enemy;

(e) The default by City in the performance of any covenant or agreement herein required to be performed by City and the failure of City to remedy such default for a period of sixty (60) days after receipt from Lessee of written notice to remedy the same; provided, however, that no notice of cancellation, as above provided, shall be of any force or effect if City shall have remedied the default prior to receipt of Lessee's notice of cancellation;

(f) The assumption by the United States Government or any authorized agency thereof of the operation, control or use of the Airport and facilities, or any substantial part or parts thereof, in such a manner as substantially to restrict Lessee, for a period of at least ninety (90) days, from operating thereon, for the carrying of passengers, cargo, property and United States air mail;

(g) In the event that City at any time during the continuance of this lease, or any renewal or renewals thereof, shall own or control, by lease or otherwise, any other airport servicing the metropolitan area of the City of San Diego, in addition to, or in lieu of, said Airport, lessee shall have the option, during the term hereof, of terminating this lease in whole or only in so far as it relates to any building, and of terminating all or any of its obligations hereunder upon thirty (30) days' written notice to City. Lessee also shall have the option, for a period of six (6) months from the date City so owns or controls such other airport and notifies Lessee that the same is reasonably available for use by Lessee, (and City hereby agrees to notify Lessee promptly as to such ownership or control) to lease from City (and City hereby agrees to lease to Lessee upon the exercise of such option) premises, facilities, rights, licenses and privileges on and in connection with the property and improvements of and on said other airport, which shall be in all respects similar to all of the same leased hereunder. In the event that Lessee shall exercise such latter option, City further agrees to execute and deliver a separate lease as to the same to Lessee, which separate lease shall contain terms, conditions, rentals and fees as nearly identical to those of the within lease as reasonably practicable, except that (1) the premises demised shall be premises at said other Airport, and (2) the term of said separate lease shall be for a period from the date of the exercise of such latter option by Lessee or from the date the Civil Aeronautics Authority grants to Lessee the right to operate into and from said other airport, whichever date is the later, to the date of termination of the within lease, which term, however, shall be subject to the same rights or renewal, if any, as provided herein.

Lessee's performance of all or any part of this Agreement for or during any period or periods after a default of any of the terms, covenants, and conditions herein contained to be performed, kept, and observed by City, shall not be deemed a waiver of any right on the part of Lessee to cancel this agreement for failure by City so to perform, keep or observe any of the terms, covenants or conditions hereof to be performed, kept and observed. No waiver of default by Lessee of any of the terms, covenants or conditions hereof to be performed, kept and observed by the City shall be construed to be or act as a waiver by Lessee of any subsequent default of any of the terms, covenants and conditions herein contained to be performed, kept and observed by the City.

ARTICLE XVII - SUSPENSION AND ABATEMENT

In the event the City's operation of the Airport, or Lessee's operations at the Airport, should be restricted substantially by action of the federal government, or any agency thereof, or by action of the State of California, then either party hereto shall have the right, upon written notice to the other, to a suspension of this lease and agreement, and an abatement of a just proportion of the services and facilities to be afforded hereunder, or a just proportion of the payments to become due hereunder, from the time of such notice until such governmental restriction shall have been remedied and such normal operations restored, ascertainment of all matters under this Article shall be determined by agreement or arbitration as provided in Article XVIII hereof.

ARTICLE XVIII - ARBITRATION

Any controversy or claim arising out of, or relating to, provisions of Article XIV or Article XVII of this agreement which shall not have been settled by agreement between the parties hereto within ninety (90) days after notice of such controversy or claim has been served by the claimant upon the other party, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of Procedure, then obtaining, of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

ARTICLE XIX - RIGHT TO PURCHASE SUPPLIES AND MATERIALS

Lessee shall have the right to purchase or otherwise obtain personal property of any nature (including, but not limited to, gasoline, fuel, propellants, lubricating oil, grease, food, beverages and other materials, equipment and supplies) deemed by it to be required by, or incident to, Lessee's operations, its exercise of the rights herein granted and its discharge of the obligations herein imposed, from any person, partnership, firm,

association, or corporation it may choose, wherever such person, partnership, firm, association or corporation may be located, except as provided by Ordinance 3045, New Series, adopted 7-31-45 and, except as herein otherwise specifically provided, no charges, fees, or tolls of any nature direct or indirect, shall be charged by the City, nor shall any discriminatory limitations or restrictions be imposed by the City, directly or indirectly, against Lessee or its suppliers, for the privilege of purchasing, selling, using, storing, withdrawing, handling, consuming, unloading or delivering any such personal property by Lessee or its suppliers or for the privilege of transporting the same to, from or on the Airport.

ARTICLE XX - INSPECTIONS BY CITY

The City may enter upon the demised premises at any reasonable time to inspect the same and to make any repairs that it may consider necessary or proper.

ARTICLE XXI - QUIET ENJOYMENT

The City agrees that on the payment of the rent and the performance of the covenants and agreements on the part of Lessee to be performed hereunder, Lessee peaceably shall have and enjoy the demised premises and all the rights and privileges of the Airport, its appurtenances and facilities, to the extent the same are granted herein.

ARTICLE XXII - SURRENDER OF POSSESSION

Upon the expiration or other termination of this lease or any renewal thereof, Lessee's rights to use the premises, facilities, rights, licenses, services and privileges herein leased shall cease and Lessee shall forthwith upon such expiration or termination surrender the same.

Except as otherwise provided in this Article XXII, all buildings, hangars, structures, fixtures, improvements, equipment and other property bought, installed, erected, or placed by Lessee in, on or about the Airport and premises leased under this lease (such fixtures, improvements, equipment and other property to include, without limitation, storage tanks, pipes, pumps, wires, poles, machinery and air-conditioning equipment) shall be deemed to be personally owned and remain the property of the Lessee and Lessee shall have the right at any time during the term of this agreement, or any renewal or extension thereof, and for an additional period of six (6) months after the expiration or other termination of said term as the same may be renewed or extended, to remove any or all of its property from the Airport, provided Lessee shall pay rent upon the same terms provided herein during the period of removal; provided further Lessee is not in default in its payments to City hereunder and subject further to Lessee's obligations to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid six (6) months' period, shall thereupon become a part of the land on which it is located and title thereto shall thereupon vest in the City.

ARTICLE XXIII - DEFINITION OF TERMS

Whenever the term "Civil Aeronautics Authority" is used in this lease it shall be construed as referring to the Civil Aeronautics Authority created by the Federal Government under the Civil Aeronautics Act of 1938, or to such other Federal Government authority as may be the successor thereto or be vested with the same of similar authority.

Whenever the term "Airport Manager" is used in this lease it shall be construed as meaning the person appointed to and discharging the duties of the administrative officer of the Airport and on whom are conferred the powers now held by the City's

Whenever the terms "person" and "persons" are used in this lease, they shall be construed as including individuals, firms, corporations and other legal entities.

ARTICLE XXIV - ASSIGNMENT AND SUB-LETTING

Lessee shall not at any time assign this agreement or any part thereof without the consent in writing of City; provided that the foregoing shall not prevent the assignment of this agreement to any corporation with which Lessee may merge or consolidate, or which may succeed to the business of Lessee, or to the United States Government or any agency thereof; nor will Lessee sub-let space in any premises now or hereafter leased exclusively to Lessee hereunder, or in any buildings or structures now owned by or hereafter erected by Lessee on the Airport, without the written consent of the City. No such subletting, however, shall release Lessee from its obligations to pay any and all of the rentals, charges and fees provided herein. Except as above provided, neither party shall assign, sell, lease or otherwise dispose of its interests in the Airport nor its rights or obligations under this lease without obtaining the prior written consent of the other party hereto.

ARTICLE XXV - NOTICES

Notices to City provided for herein shall be sufficient if sent by registered mail, postage prepaid, addressed to the Harbor Department, City of San Diego, 1040 West Broadway, San Diego 1, California, and notices to Lessee, if sent by registered mail, postage prepaid, addressed to American Airlines, Inc. 100 East 42nd St., New York 17, N.Y. or to such other respective addresses as the parties may designate to each other in writing from time to time.

ARTICLE XXVI - PARAGRAPH HEADINGS

The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this lease.

ARTICLE XXVII - INVALID PROVISION

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained; provided that the invalidity of any such covenant, condition or provision does not materially prejudice either City or Lessee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this lease.

ARTICLE XXVIII - SUCCESSORS AND ASSIGNS BOUND BY COVENANTS

All the covenants, stipulations and agreements in this lease shall extend to and bind the successors and assigns of the respective parties hereto.

ARTICLE XXIX - CONFORMITY OF LEASE

In the event that City shall enter into any lease, contract or agreement with United Airlines, Inc. and Western Airlines, Inc., or their successors, with respect to the Airport, containing more favorable terms than this lease, or shall grant to any other air transport operator rights or privileges with respect thereto which are not accorded to Lessee hereunder, then the same rights, privileges and more favorable terms shall be concurrently and automatically made available to Lessee.

ARTICLE XXX - RENEGOTIATION - RENTALS AND FEES

In the event that the United States of America or some agency, governmental or otherwise, not hired, paid or employed by the City so to do should take over, supervise and operate at its expense runways, landing areas, lights, radio control tower, or other air navigation aids, or facilities, which shall have been operated and maintained at the Airport by the City at its expense, or if by reason of Lessee's operations the City shall receive additional income from any governmental source which could be used by the City for maintenance of the airport, then the Lessee shall have the right to request renegotiations of the rentals and fees charged to the Lessee.

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

CITY OF SAN DIEGO
By HARLEY E. KNOX

EMIL KLUCKA
A. BORTHWICK
R. H. VAN DEMAN
Harbor Commission, City of San Diego

ATTEST: C. W. (JACOB)
Secretary (SEAL)

AMERICAN AIRLINES, INC. LESSEE
By W. K. RULISON
Treasurer

Approved as to legality and form
PRUITT, HALE AND COURSEN
Date 9/13/45 by A. de R.B.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Tidelands Lease with American Airlines Inc., being Document No. 357929.

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 rear of residence.

STATE OF CALIFORNIA
County of San Diego
City of San Diego

ss

Mrs. Charles V. Both, after being first duly sworn, for herself deposes and says:
That I am the owner of the hereinafter described real property; Lot Fifteen (15)
and the east twenty five (25) ft. of Lot two (2) Block Five (5) Subdivision Loma Grande,
located at 3514 - 6th Avenue;

That I desire to construct an addition to the rear of my residence on the above
described property;

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 I will always retain the east twenty five (25) feet of Lot two (2) with
Lot fifteen (15) so that the addition will have the required rear yard and the property
will not be over-covered.

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.

MRS. CHARLES W. BOTH Owner's Name
3514 - 6th Ave San Diego Address

On this 8th day of November A.D. Nineteen Hundred and Forty Five, before me,
Margaret R. Anderson a Notary Public in and for said County, residing therein, duly com-
missioned and sworn, personally appeared Mrs. Charles W. Both 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) MARGARET R. ANDERSON
Notary Public in and for the County of San Diego,
My Commission expires December 18, 1948 State of California
RECORDED NOV 16 1945 40 min. past 10 A.M. in Book 1989 at page 249 of Official Re-
cords, San Diego Co., Cal. Recorded at request of Grantee.

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

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

ORPHA HARBAUGH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement with Mrs. Charles W. Both regarding construction of addition to rear of residence;
being Document No. 357294.

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, P. N. Clifford and Luther J. Summers are the owners of Lots J, K and L,
Block 99, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of November, by
P. N. Clifford and Luther J. Summers that we will, for and in consideration of the per-
mission granted to remove 60 feet of curbing on Market between 8th and 9th Sts. and 90 ft.
of curbing on 9th 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 ourselves our heirs and
assigns, and that any sale of the property therein mentioned and described shall be made
subject to the condition and agreement herein named.

P. N. CLIFFORD P.N.Clifford
LUTHER J. SUMMERS Luther J. Summers

(Owner's Signature)

930 Market Street, San Diego (Address)

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 9th day of November, 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 P. N. Clifford and Luther J. Summers known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

My Commission expires March 16, 1947

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 November, 1945.
J. F. DuPAUL, City Attorney

By HARRY S. CLARK
Deputy City Attorney

RECORDED NOV 16 1945 40 min. past 10 A.M. in Book 1989 at page 236 of Official
Records; San Diego Co., Cal. Recorded at request of Grantee.

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

I certify that I have correctly transcribed this document in above mentioned book.
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 P. N. Clifford and Luther J. Summers; being Document No.357329.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

A G R E E M E N T

Regarding construction of a carpenter shop at approximately
1310 S. 47th Street

STATE OF CALIFORNIA

County of San Diego

ss.

City of San Diego

D. W. Cruse, after being first duly sworn, deposes and says:

That I am the owner of the hereinafter described real property; Lot 66 (the North one (1) acres of the East 264 ft of the Northeast 1/4) Block _____ Subdivision Horton's Purchase of Ex-Mission Lands, located at _____;

That I desire to construct a hobby shop for carpenter work.

That I, in consideration of approval granted by the City of San Diego to construct a hobby shop for carpenter work do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that said carpenter shop will not be used for the construction or manufacturing of articles for sale, and that no commercial work will be done 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.

D. W. CRUSE
1310 So. 47th St. Owner's Name
Address

On this 8 day of November A.D. Nineteen Hundred and Forty-Five, before me Jesse D. Cotton a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. W. Cruse known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

My Commission expires October 27, 1946

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

RECORDED NOV 16 1945 40 min. past 10 A.M. in Book 1989 at page 247 of Official
Records; San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement from D. W. Cruse regarding construction of a hobby carpenter shop; being
Document No. 357330.

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, Del Coronado Corp. is Record Owner & Wm. S. Crossland, Purchaser of Lots 3 & 4, Block 233, of Middletown,

NOW, THEREFORE, This AGREEMENT, signed and executed this 31st day of October, 1945 by Del Coronado Corp. & Wm. S. Crossland that they will, for and in consideration of the permission granted to remove 20 feet of curbing on Pacific Highway between Bandini and Coutts adjacent to the above described property, bind themselves to, and they hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace

the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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

DEL CORONADO CORPORATION
By MARY LOUISE HOWES Vice President
By EUGENE GLENN Secretary
520 Bank of America Bldg.
WM. S. CROSSLAND
3670 Courts St

STATE OF CALIFORNIA

County of San Diego

ss

On this 1st day of November in the year one thousand nine hundred and forty-five before me, Donald B. White, a Notary Public in and for the County of San Diego, State of California residing therein, duly commissioned and sworn, personally appeared Mary Louise Howes and Eugene Glenn known to me to be the Vice President and Secretary, respectively of the corporation described in and that executed the within instrument, and also 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, in the County of San Diego, the day and year in this certificate first above written.

(SEAL) DONALD B. WHITE
My Commission expires July 4, 1949 Notary Public in and for the County of San Diego,
State of California

STATE OF CALIFORNIA,

County of San Diego

ss

On this 31st day of October, A.D. Nineteen Hundred and Forty-Five before me Constance G. Bechtel, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wm. S. Crossland known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) CONSTANCE G. BECHTEL
My Commission expires Mar. 26, 1946 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 November, 1945.

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

RECORDED NOV 16 1945 40 min. past 10 A.M. in Book 1898 at page 238 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Del Coronado Corporation; being Document No. 357372.

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

By FT 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, Harriet Kachapes is the owner of Lot 7, of Talmadge Park No. 1,

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of November, 1945, by Harriet Kachapes that I will, for and in consideration of the permission granted to remove 15 feet of curbing on N. Talmadge Dr. between Adams Ave. and end of street adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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 agreement herein named.

HARRIET KACHAPES (Owner's Name)
4302 N. Talmadge Dr. (Address)

STATE OF CALIFORNIA,

County of San Diego

ss

On this 19th day of November, 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 Harriett Kachapes 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.
My Commission expires March 16, 1947 Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing agreement this 20th day of November, 1945.

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

RECORDED NOV 23 1945 45 min. past 10 A.M. in Book 1989 at page 286 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Harriet Kachapes; being Document No. 357541.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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. Earl S. Ricker is the owner of Lot 51 Kensington Height #2,

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of Nov. 1945, by Mrs. Earl S. Ricker that I will, for and in consideration of the permission granted to remove 18 feet of curbing on Bedford between Marlborough and Edgeware Road 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 agreement herein named.

MRS. EARL S. RICKER (Owner's Signature)
5219 Marlborough (Address)

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 7th day of May, A.D. Nineteen Hundred and 45 before me Doris V. Harner, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Earl S. Ricker known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

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

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

(SEAL)
My Commission expires December 4, 1948

I hereby approve the form of the foregoing agreement this 20th day of November, 1945.

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

RECORDED NOV 23 1945 45 min. past 10 A.M. in Book 2001 at page 53 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Mrs. Earl S. Ricker; being Document No. 357542.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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 C. Grant is the owner of Lot 4 and South 10 ft. of Lot 3, Block 74, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 17 day of October, 1945, by James C. Grant that I will, for and in consideration of the permission granted to remove 35 feet of curbing on India between Kalmia St and Laurel 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 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 agreement herein named.

JAMES C. GRANT (Owner's Signature)
936 State St. San Diego Calif. (Address)

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

On this 17th day of October, A.D. Nineteen Hundred and Forty Five before me Mabelle A. Setter, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James C. Grant known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) MABELLE A. SETTER
 Notary Public in and for the County of San Diego,
 My Commission expires Jan. 27, 1947 State of California
 I hereby approve the form of the foregoing agreement this 16th day of November, 1945.
 J. F. DuPAUL, City Attorney
 By HARRY S. CLARK
 Deputy City Attorney
 RECORDED NOV 23 1945 45 min. past 10 A.M. in Book 2001 at page 59 of Official Re-
 cords, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
 By Deputy H. I. ERB
 I certify that I have correctly transcribed this document in above mentioned book.
 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 C. Grant; being Document No. 357443.

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

By FT Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND
 MATERIALS FURNISHED BY SCOTT KING UNDER HIS CONTRACT CONTAINED
 IN DOCUMENT NO. 354384, ON FILE IN THE OFFICE OF THE CITY CLERK
 OF THE CITY OF SAN DIEGO.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and mater-
 ials furnished by Scott King, under his contract for the following work, to-wit:

- Unit No. 4: The grading and surfacing of a portion of Mission Beach
 Recreation Center;
- Unit No. 5: The construction of a drainage ditch at East San Diego Sports
 Field;
- Unit No. 6: The construction of a Social Recreation Hall at the Hamilton
 School Area;
- Unit No. 7-A: The construction of a 12' x 20' frame, stucco Garage Build-
 ing at the Memorial Park Recreation Area;
- Unit No. 7-B: The grading of a portion of the Memorial Park Recreation
 Area;

and which contract is dated June 8, 1945, and is on file in the office of the City Clerk
 of said City as Document No. 354384, have been performed and furnished to the satisfac-
 tion of the City Manager of said City in charge of and having supervision of said work on
 November 30, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on December 4,
 1945, by resolution duly and regularly passed and adopted, officially accepted the said
 work performed and materials furnished by Scott King. A certified copy of the resolution
 of the City Council accepting said work is attached hereto and made a part of this notice
 the same as though fully set forth herein.

Dated at San Diego, California, this 4th day of December, 1945.

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

R E S O L U T I O N NO. 82183

WHEREAS, it appears by a communication from Neal D. Smith, City Engineer, approved
 by 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 Scott King, under the contract for the
 following work, to-wit:

- Unit No. 4: The grading and surfacing of a portion of Mission Beach
 Recreation Center;
- Unit No. 5: The construction of a drainage ditch at East San Diego Sports
 Field;
- Unit No. 6: The construction of a Social Recreation Hall at the Hamilton
 School Area;
- Unit No. 7-A: The construction of a 12' x 20' frame, stucco garage building
 at the Memorial Park Recreation Area;
- Unit No. 7-B: The grading of a portion of the Memorial Park Recreation Area;

which contract is dated June 8, 1945, and is on file in the office of the City Clerk of
 said City as Document No. 354384, have been performed and furnished, and said contract
 has been completed in accordance with the plans and specifications therefor to the satis-
 faction of the City Manager, 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 Scott King under his contract
 for the work hereinabove described, 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 con-
 ditions, 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 San Diego County, California, 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 4th day of December, 1945, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Boud, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilmen: Dail, Austin

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

	Unit Price	Total Price
15,000' - 3/4" copper tubing	\$15.11	\$2266.50
2,000' - 1" "	18.50	370.00
1,000 - 3/4" H10257 (J200) curb stops, each	.8174	817.40
1,500 - 3/4" H15000 (J1500) corp. stops "	.9208	1381.20
1,000 - 3/4" H15335 (J1509) curb stops "	1.4795	1479.50
300 - 3/4" H15400 (J1528) couplings "	.4552	136.56
300 - 3/4" H15425 (J1531) couplings "	.3311	99.33
500 - 3/4" H15450 (J1535) couplings "	.3311	165.55
100 - 3/4" H15465 (J1545) connections "	.3828	38.28
100 - 3/4" H15480 (J1545) connections "	.3828	38.28
200 - 3/4" H15505 (J1555) connections "	.4966	99.32
		<u>\$6891.92</u>

Said prices include the California State Sales Tax.

Said contractor agrees to commence delivery of said material upon the execution of this contract and to complete same within sixty (60) days.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the sum of Six Thousand Eight Hundred Ninety-one and 92/100 Dollars (\$6891.92), inclusive of California State Sales Tax. Payment will be made for said material in accordance with purchase order and delivery.

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 have been 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. 82108 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 G. E. ARNOLD

City Manager

WESTERN METAL SUPPLY COMPANY

W. C. SHAW V.P.

Contractor

ATTEST: W. J. DOWD

Secretary

I hereby approve the form and legality of the foregoing contract this 7th day of December, 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 Company for furnishing copper water service tubing and fittings; being Document No. 357932.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten 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 3rd day of December, 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 EL CAJON BOULEVARD, between 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.

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 3rd day of December, A.D., 1945, before me, F. Harry Le Barron, a Notary Public in and for the said County and State, personally appeared F. S. Bowers, known to me to be the person whose names 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) F. HARRY Le BARRON
Notary Public in and for said County and State
I hereby approve the form of the foregoing Undertaking this 10 day of December, 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. 82130 passed and adopted on the 27th day of November, 1945, require and fix the sum of \$572.00 as the penal sum of the foregoing Undertaking.

(SEAL) FRED W. SICK
City Clerk of The City of San Diego
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, 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 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, 1945, to-wit: to and including November 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 El Cajon Boulevard Lighting District No. 1", filed September 12, 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 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 (\$2,284.00).

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: R. C. CAVELL (SEAL)
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. V. 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 (SEAL)
City Clerk
By AUGUST M. WADSTROM,

I hereby approve the form of the foregoing Contract, this 10 day of December, 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 El Cajon Boulevard Lighting District No. 1; being Document No. 357942.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

STRUCTURAL ENGINEER'S CONTRACT

(Preparation of Plans and Specifications)

THIS CONTRACT entered into this 5th day of December 1945, between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called the "Owner" and E. L. FREELAND, a structural engineer of The City of San Diego, State of California, hereinafter called the "Structural Engineer", WITNESSETH:

That the parties hereto do mutually agree as follows:

ARTICLE I.

EMPLOYMENT OF STRUCTURAL ENGINEER

The owner hereby employs the structural engineer, under the provisions of Chapter 47 of the Statutes of 1944, 4th Extra Session of the Legislature, State of California, and approved by the Governor, to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the following:

- (a) Construction of one administration building;
- (b) Construction of one building for housing small mammals;
- (c) Construction of one building as an elephant enclosure.

All of said buildings to be constructed as new buildings and located in Balboa Park upon such locations as the owner may direct and determine.

ARTICLE II.

STRUCTURAL ENGINEER'S SERVICES

The structural engineer hereby accepts said employment and agrees to perform all of 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) Preparation of preliminary plans and studies;
- (c) 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 "Rules, regulations and forms of the Post War Public Works Review Board" of the State of California.

ARTICLE III.

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 IV.

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 V.

METHOD OF PAYMENT

The three buildings heretofore described in Article I are to be constructed at an estimated cost to be fixed by the structural engineer and approved by the owner, and the amount to be paid to the structural engineer and the manner of payments shall be made as follows:

- (a) Upon the approval by the owner of the preliminary plans and specifications and estimate of cost, the sum of 2% of the estimated cost of each of the three buildings mentioned in Article I of this instrument;
- (b) When the final plans are 50% completed, the structural engineer shall receive 1% of the preliminary estimated cost;
- (c) Upon the acceptance and approval of the final plans, specifications and cost estimate by the City and the State, the structural engineer shall receive 6% of the final cost estimate less such payments as have been made under subdivisions (a) and (b) of this Article and said final payment shall be made subject to the further provisions that the City shall pay the structural engineer only that portion of the State's share of the 6% total fee which has been paid into the City Treasury at the time of the approval and acceptance of the plans, specifications and cost estimate heretofore mentioned. The balance, if any, of the 6% share shall be paid to the structural engineer immediately upon final payment to the City by the State of its share.
- (d) In the event the owner's application to the State for reimbursement of one-half of the engineer's fee is disapproved by the "Post War Public Works Review Board", this contract may at the option of the owner be terminated upon payment to the engineer of 2% of the estimated cost, as stipulated in Article V (a).

ARTICLE VI.

WORK TO BE DONE BY STRUCTURAL ENGINEER

The engineer's work shall consist of preparation of structural, architectural and landscaping plans; also complete specifications and preliminary and final cost estimates.

ARTICLE VII.

EMPLOYMENT OF ADDITIONAL HELP

The structural engineer agrees to employ Frank L. Hope, Jr., to prepare certain of the architectural details for buildings mentioned in Article I of this instrument.

ARTICLE VIII.

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 contract.

ARTICLE IX.

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 III hereof, and shall supply eight (8) 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 X.

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 XI.

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.

In addition to the employment of Frank L. Hope, Jr., as mentioned in Article VII, 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 XII.

OTHER CONTRACTS NOT AFFECTED

It is mutually understood and agreed that this contract is a separate and distinct contract from any other contracts between the parties hereto, and that the subject matter hereof has no relationship whatever to any other contracts between said parties nor shall the terms hereof be construed as in any way modifying or altering the terms of any other such contracts.

ARTICLE XIII.

TIME SHALL BE OF THE ESSENCE OF THE CONTRACT

It is understood and agreed that time shall be of the essence of this contract and in this connection the engineer agrees to complete the preliminary plans for the three buildings hereinabove mentioned within a period of ninety (90) days from and after the execution of this contract and to complete the final plans, drafts and specifications within six (6) months from the date of the execution of this contract.

IN WITNESS WHEREOF, The City of San Diego has caused this agreement to be executed in its name by the City Manager, hereunto duly authorized by Resolution No. 81935, and E. L. Freeland has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Owner,
By F. A. RHODES

City Manager

I hereby approve the form and legality of the foregoing Contract for Structural Engineer, this 5th day of December, 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 \$6,000.00

Dated December 12, 1945

J. McQUILKEN

THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California

To be paid out of Zoo Account (222) Fund

Memo E. L. FREELAND (Employment as structural engineer)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with E. L. Freeland as structural engineer for construction of San Diego Zoo building; being Document No. 358010.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatters Deputy

L E A S E

THIS AGREEMENT, made and entered into this 20th day of November, 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 PAUL KLEINSORGE, hereinafter called the "Lessee", WITNESSETH:

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

The southeasterly 187.1 feet of Pueblo Lot 299 of the Pueblo Lands of San Diego, according to the Map thereof by James Pascoe filed as Miscellaneous Map No. 36 in the office of the County Recorder of San Diego County, California; the southeasterly line of said parcel of land hereinabove described being also the northwesterly line of Greenwood Street;

For a term of five (5) years, beginning on the 15th day of November, 1945, and ending on the 14th day of November, 1950, at the following rentals: Two Hundred Dollars (\$200.00) 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 the raising of nursery stock 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 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. 3099 of the Council authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,
By F. A. RHODES,

City Manager

PAUL KLEINSORGE

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 11th day of December, 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 Paul Kleinsorge on portion of Pueblo Lot 299 for nursery stock raising; being Document No. 358021.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

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 5th day of December, 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, 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, (freight allowed to San Diego); or in vendor's tank trucks of approximately 1000 gallons each, f.o.b. Los Angeles, California, 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.

GREAT WESTERN DIVISION, THE DOW CHEMICAL COMPANY

ATTEST: M. S. Parsons

J. H. SCISM

Principal

FIREMAN'S FUND INDEMNITY COMPANY (SEAL)

By F. J. CRISP Attorney-in-Fact

Surety

ATTEST: _____

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

On this 5th day of December, 1945, before me, Marie H. Stanley, a Notary Public in and for said City and County, State aforesaid, residing therein, duly commissioned and sworn, personally appeared F. J. Crisp known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Fireman's Fund Indemnity Company and acknowledged to me that he subscribed the name of Fireman's Fund Indemnity Company thereto as principal, and his own as attorney in fact.

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

MARIE H. STANLEY

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

(SEAL)
My Commission expires
November 20, 1947.

I hereby approve the form of the within Bond, this 8th day of December, 1945.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I hereby approve the foregoing bond this 10th day of December 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 5th day of December, 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 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, delivered f.o.b. cars Santa Fe track in yard at Sewage Treatment Plant, 3375 East Harbor Drive, San Diego, 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. 357051.

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, 1945 to November 14, 1946 will be three (3) 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 have been 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. 82107 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

GREAT WESTERN DIVISION, THE DOW CHEMICAL COMPANY

J. H. SCISM

ATTEST: M. S. PARSONS

Contractor

I hereby approve the form and legality of the foregoing contract this 8th day of December, 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 Great Western Division, The Dow Chemical Company for furnishing liquid Ferric chloride; being Document No. 358030.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sicken Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 6th day of December, 1945, 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. 3011 (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 hereinafter recited, the parties hereto agree as follows:

That beginning January 1, 1946, 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 Eight Hundred Twenty-five Dollars (\$825.00) 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: Eight Hundred Twenty-five Dollars (\$825.00) 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 shall remain in force and effect for the period beginning January 1, 1946, 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 name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

H. A. THOMPSON

Second Party

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of December, 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 Dr. Harold A. Thompson as Bacteriologist; being Document No. 358031.

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

By Francis T. Patten Deputy

C O N T R A C T

THIS CONTRACT OF EMPLOYMENT, made and entered into this 1st day of November, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation acting by and through the City Manager of said City, first party, and MALCOLM F. FARMER, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3011 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Curator (Archaeology) San Diego Museum, existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows, to-wit:

To catalog and keep proper records of such museum-owned items as are placed in the care of said Curator of Archaeology; to be responsible for the cataloging, preservation and return of such exhibition loan materials as are placed in his charge; to aid in the installation and retirement of museum exhibits, and the labeling of the same; to render educational docent service to school classes and interested parties; to make himself generally useful in any emergency capacity which he may be called upon to occupy at the discretion of the Director of said museum.

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

That beginning November 1, 1945, second party will faithfully perform the services and duties of Curator (Archaeology) in the San Diego Museum, as the same are hereinabove described, at the rate of Two Hundred Dollars (\$200.00) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: Two Hundred Dollars (\$200.00) 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.

This contract shall take effect as of the 1st day of November, 1945, and shall remain in effect to and including the 30th day of June, 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 name and the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. RHODES,
City Manager
MALCOLM F. FARMER
Second Party

Approved Nov 30 1945
W R McCabe Personal Director

I HEREBY APPROVE the form of the foregoing Contract this 13th day of November, 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 Malcolm F. Farmer for services as Curator Archaeology San Diego Museum; being Document No. 358032.

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

By F T Patten Deputy

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 1st day of November, 1945, 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 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, 1946, the second May 1, 1946, the third on August 1, 1946, and the final installment on November 1, 1946, 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 (12) months commencing November 1, 1945, and ending November 1, 1946.

(b) 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 City Manager, acting under and pursuant to Resolution No. 82068 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

City Manager

T. B. COSGROVE

I hereby approve the form and legality of the foregoing agreement this 1st day of November, 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 \$10,000.00

Dated November 28, 1945

J. McQUILKEN

THEO M. FIDELER

Auditor and Comptroller of the City of San Diego, California

To be paid out of GENERAL APPROPRIATIONS (40) 1520

Memo T. B. COSGROVE (Attorney)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with T. B. Cosgrove for legal services for one year; being Document No. 358191.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. Watters Deputy

BOND NO. S 221738

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS: That we A. D. KENNEDY, doing business as CONSTRUCTION QUANTITIES as Principal, and ROYAL INDEMNITY COMPANY, a corporation, incorporated under the Laws of the State of New York and authorized by the Laws of the State of California to execute bonds and undertakings as sole surety, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, CALIFORNIA in the just and full sum of SIX THOUSAND SEVEN HUNDRED SIXTEEN AND 50/100 Dollars, (\$6,716.50) for the payment whereof, well and truly to be made, said Principal and Surety bind themselves, their heirs, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such, that whereas the above bounden Principal has entered into a contract, dated December 20, 1945, with the City of San Diego California to do and perform the following work, to-wit:

To furnish an estimate of the cost of reconstruction work in the buildings and grounds in Balboa Park in the City of San Diego, California.

NOW, THEREFORE, if the above bounden principal shall well and truly perform the work contracted to be performed under said contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 19th day of December, A.D. 1945.

A. D. KENNEDY

(SEAL)

WITNESS: CHAS. G. MONROE

ROYAL INDEMNITY COMPANY

By M. V. KAHN

M. V. Kahn, Attorney in Fact

ATTEST

Approved DEC 27 1945 F. A. RHODES City Manager

STATE OF CALIFORNIA

ss

County of Los Angeles,

On this 19th day of December in the year 1945, before me, L. Hollingshead, a Notary Public in and for the County and State aforesaid, personally appeared M. V. Kahn 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

AGREEMENT

THIS AGREEMENT, Made and entered into this 20th day of December, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and A. D. KENNEDY, doing business as CONSTRUCTION QUANTITIES, of 124 West Fourth Street, Los Angeles 13, California, party of the second part, WITNESSETH:

WHEREAS, the United States Navy has been using the buildings and grounds in Balboa Park in The City of San Diego during World War II; and

WHEREAS, it is necessary to get a cost estimate for the work and material required for the rehabilitation of the city buildings and grounds now being used by the Navy, before the same are returned to The City of San Diego, NOW, THEREFORE,

The party of the first part hereby agrees to employ the party of the second part to furnish an estimate of the cost for the following reconstruction work:

1. An estimate of cost for labor and material necessary to restore the permanent buildings and cottages to the same, or approximately the same condition that they were in when taken over by the Navy;

2. An estimate of cost for the demolition of the temporary buildings constructed by the Navy in Balboa Park, and which are no longer going to be used by them;

3. An estimate of cost for the removal of paving and the restoring of grades and construction of new pavement and replacing of shrubbery, lawns, etc.,

The party of the second part agrees to make an accurate unit cost estimate of the work to be performed, using the prevailing wage scale for labor and the prevailing prices for material, and agrees that said estimates will closely approximate the real cost, but does not guarantee against some variation between the estimated and the actual cost of the work to be done;

The party of the second part agrees to complete the work within sixty (60) days from the time of the execution of this contract and it is agreed that time shall be of the essence of the contract;

The party of the second part further agrees to furnish the estimates of cost set forth in this contract in such form and manner as will meet with the approval of the United States Navy;

The party of the second part agrees to furnish the party of the first part five (5) copies of the completed estimate of cost;

The party of the first part agrees to pay the party of the second part the sum of SIX THOUSAND SEVEN HUNDRED SIXTEEN and 50/100 DOLLARS (\$6,716.50) as full payment for the work to be done under this contract, payable in the following units or portions thereof:

26 main buildings at \$150.00.....	\$ 3,900.00;
15 cottages at 30.00.....	450.00;
Demolition of approximately 63 buildings.....	1,260.00;
regrading and paving.....	250.00;
Lawn areas.....	175.00;
Fencing.....	80.00;
	<u>\$ 6,115.00</u>

The balance, amounting to approximately 10% is to be paid within thirty (30) days after acceptance of the completed estimate by the City to the party of the second part;

The party of the second part agrees to furnish a faithful performance bond covering the full amount of the contract and to prepare all estimates in a workmanlike manner, by using qualified engineers, architects and estimators.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by its City Manager, acting under and pursuant to Resolution No. 82231 of the Council authorizing such execution, and the said A. D. Kennedy, doing business as Construction Quantities, has hereunto subscribed his name, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO,
Party of the First Part;
By F. A. RHODES
City Manager

A. D. KENNEDY
A. D. Kennedy, doing business as Construction Quantities,
Party of the Second Part.

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 28th day of December, 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 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 \$6,716.50

Dated December 28, 1945

J. McQUILKEN
Auditor and Comptroller of the City of San Diego, California
By GEO. A. ANDERSON Ch Deputy

To be paid out of Projects, Surveys, Plans & Acquisitions - Gen. Approp.
Memo Est. Cost of Reconstruction work in Balboa Park

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with A. D. Kennedy d.b.a. Construction Quantities, for furnishing estimates of cost for restoring or demolishing buildings in Balboa Park; being Document No. 358338.

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

By J. F. Patterson Deputy

Date 12/20/45

From R. A. Campbell, Sup't., Div. of Accounts
To City Clerk Attn: Helen Willig
Subject Coast Guard Contract for water service No. T40cg-598
Contract No. T40cg-598 dated February 16, 1945 providing for water service to the SPAR barracks, Tioga Hotel, Third Avenue and B Street, has been cancelled effective December 17, 1945.

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 U. S. Coast Guard contract for water service at Spar barracks Tioga Hotel; being Document No. 358199.

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

By J. F. Patterson Deputy

L E A S E

THIS INDENTURE OF LEASE, made in duplicate this 1st day of December, 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 City Manager of said City, lessor, and McKINNON PUBLICATIONS, INCORPORATED, a corporation, lessee, WITNESSETH:

The lessor does hereby demise and let to the lessee, and the lessee does hereby take and accept those certain premises in The City of San Diego, County of San Diego, State of California, known and designated as No. 2284 Kearney Avenue, for a term of three (3) months commencing on the 1st day of December, 1945, and ending on the 28th day of February, 1946, at a rental of One Dollar (\$1.00) for the term, payable in advance.

It is expressly understood and agreed by and between the parties hereto that this lease is entered into upon the following conditions and covenants:

(1) That said premises shall be used by the lessee for the purpose of conducting a boys' boxing tournament therein;

(2) That either the lessor or the lessee may terminate this lease, or any extension thereof, upon giving fifteen (15) days' notice in writing to the other party;

(3) That the lessee shall indemnify the City against any loss or damage arising from or growing out of the use of said premises by the lessee, and said lessee, by the acceptance of this lease, expressly agrees to save The City of San Diego harmless from any damage or loss to property, or personal injury to any person resulting directly or indirectly from the use of said premises.

(4) Upon the termination of this lease the lessee shall turn over to the lessor the premises hereinabove described in as good condition as they now are, reasonable wear, tear and use excepted.

IN WITNESS WHEREOF, this lease is executed by The City of San Diego, acting by and through its City Manager, and the lessee has caused this lease 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 lease first above written.

THE CITY OF SAN DIEGO Lessor

By F. A. RHODES

City Manager

McKINNON PUBLICATIONS INCORPORATED Lessee

By LISLE F. SHOEMAKER

I hereby approve the form of the foregoing Lease this 6th day of December, 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 McKinnon Publications Inc., for premises at 2284 Kearney Avenue; being Document No. 358339.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT FOR MODIFICATION OF TIDELAND LEASE

THIS AGREEMENT, made and entered into this 20th day of December, 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 members of the Harbor Commission of said City, party of the first part, hereinafter called the "City," and CALIFORNIA PACKING CORPORATION, a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to do business in the State of California, hereinafter called the "Company," WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said California Packing Corporation, as lessee, heretofore on the 8th day of May, 1941, entered into a lease of certain tidelands of said City, which said lease is on file in the office of the City Clerk of said City as Document No. 329052, and recorded in Book 12, page 78, et seq., Records of said City Clerk; and which said lease was amended and modified by that certain Agreement for Modification of Tidelands entered into on the 11th day of September, 1941, between The City of San Diego and said California Packing Corporation, which said Agreement for Modification is on file in the office of the City Clerk of said City as Document No. 333405, and recorded in Book 12, page 371, Records of said City Clerk; and

WHEREAS, said City and said Company are mutually desirous of amending and modifying said lease whereby a certain additional area of land shall be added to the premises described in said lease;

NOW, THEREFORE, in consideration of the premises and the matters and things hereinafter recited, and the mutual consent of the parties, said above-described lease is hereby amended and modified in the following respect, and none other:

(1) The description of the premises leased, as the same is set forth in said lease, as amended by said Agreement of Modification dated September 11, 1941, is hereby changed to read as follows:

"Beginning at a point distant 462.47 feet southeasterly from Government Station No. 187 on the U. S. Bulkhead Line, as said U. S. Bulkhead Line is now established for the Bay of San Diego; thence south 70°50' west a distance of 275.94 feet to a point; thence at right angles north 19°10' west a distance of 567 feet to a point; thence at right angles north 70° 50' east a distance of 105.22 feet to a point; thence north 89° 44' 49" east a distance of 82.54 feet to a point; thence south 81° 27' 20" east a distance of 423.84 feet to a point; thence at right angles south 8° 32' 40" west a distance of 406.25 feet to a point; thence north 73° 03' 40" west a distance of 28 feet to a point; thence south 70° 50' west a distance of 71.06 feet, more or less, to the point or place of beginning; containing 237,960 square feet of tideland area."

The plat marked "Exhibit A," attached to and made a part of this lease, and the plat marked "Exhibit B," attached to and made a part of said Agreement for Modification, are hereby amended and supplemented by the plat attached hereto, marked "Exhibit C," and made a part hereof, designating and showing the parcel of land described in said lease, as hereby amended.

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

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

THE CITY OF SAN DIEGO
By EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN
Members of the Harbor Commission

CALIFORNIA PACKING CORPORATION
By G. R. WARD (SEAL)

ATTEST: H. Z. BALDWIN
Form approved A. E. 12/5/45

I hereby approve the form of the foregoing Agreement for Modification of Tideland Lease this 20th day of October, 1945.

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 California Packing Company; being Document No. 358357.

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

By Francis T. Tatten Deputy

PROJECT AGREEMENT - 1945-47 BIENNIUM

MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, in accordance with the provisions of Section 203 of the Streets and Highways Code the department shall expend or cause to be expended from the State Highway Fund upon State highways within cities, an amount not less than the net revenue derived from one-quarter cent per gallon of tax on motor vehicle fuel, in the proportion that the total population of each city bears to the total population of all cities in this State;

NOW, THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the city and the department do hereby mutually agree as follows:

ARTICLE I. PROJECT

The project and estimated expenditures therefor as listed hereinafter constitute the work included in this agreement:

Project	Location	Miles	Description	Amount
55	State highway routes described hereinafter			
	(a) Work by city:			
	Route 12	14.87	General maintenance	(City funds)
	Route 77	1.23	July 1, 1945 to	
	Route 77 (new location)	0.55	June 30, 1947	
	Route 200	5.37		
	Route 2	21.43	Paint traffic stripes	(City funds)
	Route 12	14.87		
	Route 77	1.23		
	Route 200	5.75		
	(b) Work by department:			
	Route 2	21.43	General maintenance	\$28,500.00
	Route 200	0.38	July 1, 1945 to	500.00
			June 30, 1947	
	Route 2	21.43	Maintain signs	400.00
	Route 12	14.87		300.00
	Route 77	1.78		75.00
	Route 200	5.75		150.00
			Total	\$29,925.00

The State highway routes to be maintained under Project 55 are described as follows:

Route 2 (Primary) - maintained by department

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 (Secondary-Primary) - maintained by city

Secondary portion:

Catalina Boulevard, from south city limits at U. S. 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.

Primary portion:

Twelfth Street, from Market Street, Route 200, to junction with Park Boulevard at Russ Boulevard; along Park Boulevard, from Twelfth Street to El Cajon Boulevard; along El Cajon Boulevard, from Park Boulevard to east city limits near Seventy-third Street; a length of approximately 9.68 miles for this portion; a total length of approximately 14.87 miles.

Route 77 (Secondary) - maintained by city

Fairmount Avenue, from El Cajon Avenue, Route 12, to north city limits near Mission Valley Road; a length of approximately 1.23 miles; also Sixth Avenue Extension from Mission Valley Road to Friars Road; a length of approximately 0.55 mile; a total length of approximately 1.78 mile.

Route 200 (Secondary) - maintained by 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) - maintained by department

Federal Boulevard, from city limits at Sixtieth Street to the north city limits near Mallard Street, a length of approximately 0.38 miles.

ARTICLE II. MAINTENANCE

General maintenance of the streets comprising the State highway routes described in Project 55(a) will be performed by or under the direct supervision of the city, except the installation and maintenance of route marker shields and mileage and directional signs, which will be performed by 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 the necessary traffic stripes and pavement markings, signs, and other warning devices to adequately warn traffic of highway conditions or hazards.

The city will also paint traffic stripes and pavement markings on the State highways described in Project 55(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.

The installation and maintenance of route marker shields and mileage and directional signs upon the streets comprising the State highway routes described in Project 55(a), will be performed by or under the direct supervision of the department.

General maintenance, except the painting of traffic stripes, of the streets comprising the State highway routes described in Project 55(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 the necessary traffic stripes and pavement markings, 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.

The work described in Project 55(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 55(b) will be charged for at the rental rates established by the department.

ARTICLE III. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 203 of the Streets and Highways Code, are available as follows:

Unexpended under Project 33	\$ 4,641.92
Accrued and unprogrammed to June 30, 1945	164,334.02
Estimated to accrue, 1945-47 biennium	244,020.00
Total	\$ 412,995.94

The amount of \$29,925 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for the project listed in Article I are estimated amounts, and the actual revenue and the actual cost of the project may differ from estimated amounts. The approved program may be amended by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

Sufficient money to provide for the adequate maintenance of the State highway routes within the city during the biennium ending June 30, 1947, in addition to the amounts specified herein, will be provided by the city.

The department will pay the cost of the work described in Project 55(b) 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 IV. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the city shall submit to the department a statement of expenditures made during the preceding year for the maintenance of the State highway routes described in Project 55(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 55(b).

ARTICLE V. 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 55(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; and that the department reserves the right to install and maintain route marker shields and mileage and directional signs. No route marker shields or mileage or directional signs will be installed by the department and the cost defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the city without the approval of the city.

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 55(b), insofar as the areas outside 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. 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 November, 1945, and the Department on the 27th day of November, 1945.

Approval recommended:

E. E. WALLACE

District Engineer

L. V. CAMPBELL

Engineer of City and Cooperative Projects

CITY OF SAN DIEGO

By F. A. RHODES

City Manager

(SEAL)

Approved as to form and procedure:

C. C. CARLETON

Chief Attorney

STATE OF CALIFORNIA

DEPARTMENT OF PUBLIC WORKS

DIVISION OF HIGHWAYS

By J. S. STANDLEY

Principal Assistant Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Memorandum of Agreement for expenditure of 1/4 cent gas tax for state highways; being Document No. 358358.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Tatten Deputy

FREEWAY AGREEMENT

This agreement made and entered into, in duplicate, this 3 day of Dec., 1945, by and between the State of California, acting by and through the Department of Public Works, Division of Highways, hereinafter for convenience referred to as "The State", and the City of San Diego, a municipal corporation, hereinafter for convenience referred to as "the City," witnesseth:

WHEREAS the California Highway Commission on December 31, 1940, adopted a resolution declaring that certain portion of State Highway Route 77 as same is shown on the general route map thereof heretofore adopted by the Commission on November 27, 1940, between "A" Street in the City of San Diego and Miramar, to be a freeway, and

WHEREAS plan maps for that portion of said freeway between "A" Street and 1/2 mile North of the City Limits have heretofore been prepared showing the proposed plan of the State as it affects streets of the City, including provisions for closing of city streets, for carrying city streets over or under or to a connection with such freeway, and for relocation of city streets,

NOW THEREFORE, it is agreed:

1. The City agrees and consents to the closing of city streets, relocation of city streets and other construction affecting city streets, all as shown on the plan maps attached hereto marked Exhibits A, B, C, & D, and made a part hereof by this reference.

2. The State in the construction of said freeway will, at the State's expense, make such changes affecting city streets in accordance with the said plans attached hereto or as the same may hereafter be modified by subsequent agreement between the parties hereto.

3. The City will resume control and maintenance over each of the relocated or re-constructed city streets on notice to the City Engineer from the State that the work herein provided for on such street has been completed, except as to any portion thereof which is adopted by the State as a part of the freeway proper.

4. This agreement may be modified at any time by the mutual consent of the parties hereto, as may become necessary for the best accomplishment through State and City co-operation of the whole freeway project for the benefit of the people of the State and of the City.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day above first written.

Recommended for Approval

E. E. WALLACE

E. E. Wallace District Engineer

Approved as to form and procedure

C. R. MONTGOMERY Attorney

State Dept. of Public Works

Approved FRANK C. BALFOUR

Central Office Right of Way Department

STATE OF CALIFORNIA, Acting by and (SEAL)

Through the Department of Public Works

By C. H. PURCELL

C. H. Purcell Director of Public Works

THE CITY OF SAN DIEGO

a Municipal Corporation

By F. A. RHODES City Manager

(SEAL)

Attest: FRED W. SICK

City Clerk

Approved: HARRY S. CLARK

Deputy City Attorney City of San Diego

G.T. McCOY State Highway Engineer

By FRED GRUMM

Assistant State Highway Engineer

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with California State Highway Department for the Freeway between A Street and north City limits; being Document No. 358365.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. 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 Edwin A. Spencer, a resident of the City of San Diego, second party, WITNESSETH:

THAT WHEREAS, by Ordinance No. 3011 (New Series) of the ordinances of The City of San Diego, establishing a schedule of compensation for officers and employees of the Classified Service of The City of San Diego, the compensation for the position of Organ Tuner, Balboa Park, existing in the classified administrative service of the City is declared to be open and contractual; and

WHEREAS, the duties generally of said position are as follows: to wit:

The general upkeep of the organ in Balboa Park; keeping organ in tune; attending to and keeping in proper condition all wiring and organ appurtenances; locating trouble affecting the instrument and correcting same; attending all organ recitals; and such other duties as may from time to time be assigned to him by the organist.

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

That beginning July 1, 1945, second party will faithfully perform the services and duties of Organ Tuner, Balboa Park, as the same are hereinabove described, at the rate of Eighty-seven Dollars and 50/100 Cents (\$87.50) per month, payable in two equal semi-monthly installments.

In consideration of the faithful performance of such services, the City agrees to pay therefor the said rate of compensation, to-wit: Eighty-seven Dollars and Fifty Cents (\$87.50) per month, payable in two equal semi-monthly installments; that is to say, at the times and in the manner that other City officers and employees are regularly paid.

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

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

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

THE CITY OF SAN DIEGO

F. A. RHODES

City Manager

EDWIN A. SPENCER

Second Party

I hereby approve the form of the foregoing contract this 13th day of December, 1945.

THOMAS J. FANNING

Deputy City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract of employment with Edwin A. Spencer as Organ Tuner Balboa Park; being Document No. 358366.

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 AGREEMENT, made and entered into at the City of San Diego, County of San Diego, State of California, this 31st day of December, 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 CARROLL & FOSTER, a co-partnership, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money 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 BOUNDARY STREET WATER MAIN - UNIT I & UNIT II, consisting of approximately 4,470 lineal feet of 16-inch 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 these certain plans and specifications filed in the office of the City Clerk of said City marked Document No. 357359; 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 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, 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, 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.

TRADE OR OCCUPATION	Per 8 Hour Day
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	7.60
Laborers, Unskilled	7.60
Mechanical Tapper & Finisher	13.00
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	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 have been 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
ERNEST J. BOUD
CHARLES B. WINCOTE
WALTER W. AUSTIN
CHAS. C. DAIL
Members of the Council

ATTEST: FRED W. SICK
City Clerk

(SEAL)

CARROLL AND FOSTER
By B. G. CARROLL
By HARRY L. FOSTER

Contractor

I hereby approve the form and legality of the foregoing contract this 31st day of December, 1945.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, 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 bonded 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 thirty-nine dollars (\$10,739.00) (not less than fifty per cent of estimate contract price), lawful money of the United States of America, to be paid to the City of San Diego, for 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 21st day of December 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 BOUNDARY STREET WATER MAIN - UNIT I & UNIT II, consisting of approximately 4,470 lineal feet of 16-inch 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, marked Document No: 357359, "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 bonded 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.

CARROLL AND FOSTER
By B. G. CARROLL
By HARRY L. FOSTER

Principal,

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

ATTEST:

STATE OF CALIFORNIA

County of San Diego

ss

On this 21st day of December, 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. F. Edelan, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.
C. T. NEILL
(SEAL) Notary Public, in and for said County and State
I hereby approve the form of the foregoing Bond this 31st day of December, 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
31st day of December 1945.

HARLEY E. KNOX
G. C. CRARY
ERNEST J. BOUD
CHARLES B. WINCOTE
WALTER W. AUSTIN
CHAS. C. DAIL
Members of the Council
ATTEST: FRED W. SICK (SEAL)
City Clerk

LABOR AND MATERIALMEN'S BOND
KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER 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 bonded 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 thirty-nine Dollars (\$10,739.00) (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 21st day of December 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 BOUNDARY STREET WATER MAIN UNIT I & UNIT II, consisting of approximately 4470 lineal feet of 16-inch 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, marked Document No. 357359 and endorsed: " 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 Ten thousand seven hundred thirty-nine Dollars (\$10,739.00), 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 hereunto affixed, the day and year first hereinabove written.

CARROLL AND FOSTER
By B. G. CARROLL
By HARRY L. FOSTER
Principal
MARYLAND CASUALTY COMPANY (SEAL)
By F. F. EDELEN Its Attorney in Fact
Surety

ATTEST: _____

STATE OF CALIFORNIA }
County of San Diego } ss

On this 21st day of December, 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. 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
I hereby approve the form of the within Bond this 31st day of December, 1945.
J. F. DuPAUL,
City Attorney of the City of San Diego
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 31st day of December, 1945.

HARLEY E. KNOX
G. C. CRARY
ERNEST J. BOUD
CHARLES B. WINCOTE
WALTER W. AUSTIN
CHAS. C. DAIL
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 Carroll and Foster for Boundary Street Water Main Unit I & Unit II; being Document No. 358405.

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 of a Service Station

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
CITY OF SAN DIEGO

} SS

T. H. Mc Manus and Virginia P. McManus, after being first duly sworn, each for himself deposes and says;

That we are the owners of the building and lessee's of the property hereinafter described real property; Lots C, D, and E Block One hundred twenty seven (127), sub-division Mission Beach, located at San Luis Obispo and Mission Boulevard;

That we desire to move in said building and use as a Service Station;

That we, in consideration of approval granted by the City of San Diego to move in and use said building as a Service Station; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that said building will be completed and painted in a suitable manner within Sixty (60) days of date;

That this agreement shall run with the land and be part of a general plan for the protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

T. H. McMANUS Owner's Name
2870 Preece St Address

VIRGINIA P. McMANUS Owner's Name
2870 Preece St. Address

On this 26th day of November 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 F. H. McManus and Virginia P. McManus known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

(SEAL)

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

My Commission expires March 16, 1947

RECORDED DEC 3 1945 02 min. past 9 A.M. in Book 1997 at page 151 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.
BETTY BARRETT

Copyist 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. H. and Virginia P. McManus regarding moving in of a service station; being Document No. 357680.

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, Raymond A. Mengar is the owner of Lots 21 and 22 in Block 19, of Chatsworth Terrace;

NOW, THEREFORE, This Agreement, signed and executed this 28th day of November, 1945, by Raymond A. Mengar that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Elliott Street between Clove St. and Willow Street, adjacent to the above described property, bind him to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

RAYMOND A. MENGAR (Owner's Signature)
3406 Elliott Street San Diego, 6,
Calif. (Address)

STATE OF CALIFORNIA,

} ss.

County of San Diego,

On this 28 day of November, A.D. Nineteen Hundred and 45, before me, Margaret L. Hamilton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Raymond A. Mengar known to me to be the person described in and whose name subscribed to the within instrument, and acknowledged to me that

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

(SEAL) My Commission expires Aug. 14, 1948
I HEREBY approve the form of the foregoing agreement this 3rd day of December, 1945.
MARGARET L. HAMILTON
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 DEC 6 1945 58 min. past 11 A.M. in Book 2007 at page 159 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
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 Raymond A. Mengar; being Document No. 357797.
FRED W. SICK
City Clerk of the City of San Diego, California
By FT 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, Richard W. Dupre is the owner of Lot 17, Block 2, of Rosecrans Park,
NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of November, 1945, by Richard W. Dupre that he will, for and in consideration of the permission granted to remove 16' feet of curbing on Moana Dr. between Varona and La Paloma 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 Richard W. Dupre my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.
RICHARD W. DUPRE (Owner's Signature)
1131 Moana Drive (Address)

STATE OF CALIFORNIA,)
County of San Diego) ss.
On this 28 day of November, A.D. Nineteen Hundred and 45 before me Marguerette Snell, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Richard W. Dupre known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) My Commission expires Oct. 13, 1948
I hereby approve the form of the foregoing agreement this 4th day of December, 1945.
MARGUERETTE SNELL
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 DEC 6 1945 58 min. past 11 A.M. in Book 1993 at page 407 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. 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 Richard W. Dupre; being Document No. 357801.
FRED W. SICK
City Clerk of the City of San Diego, California
By FT Tatten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY AMERICAN PIPE AND CONSTRUCTION CO. UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE THORN STREET PIPE LINE, IN THE CITY OF SAN DIEGO, CALIFORNIA.
TO WHOM IT MAY CONCERN:
NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by American Pipe and Construction Co., under its contract for the construction of the Thorn Street Pipe Line, in The City of San Diego, California, and which contract is dated May 21, 1945, and is on file in the office of the City Clerk of said City as Document No. 354010, 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 December 17, 1945.
YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on December 26, 1945, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by American Pipe and Construction Co. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.
Dated at San Diego, California, this 26th day of December, 1945.
THE CITY OF SAN DIEGO
By FRED W. SICK City Clerk
(SEAL)

RESOLUTION NO. 82315

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer, approved by 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 American Pipe and Construction Co., under the contract for the construction of the Thorn Street Pipe Line, which contract is dated May 21, 1945, and is on file in the office of the City Clerk of said City as Document No. 354010, 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 Manager, and the acceptance thereof is recommended; NOW, THEREFORE,

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

That the work performed and materials furnished by American Pipe and Construction Co. under the contract for the construction of the Thorn Street Pipe Line, be, and the same are hereby accepted by The City of San Diego.

BE IT FURTHER RESOLVED that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions of 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 San Diego County, California, a notice of the completion and acceptance of said contract work by said City.

Passed and adopted by the said Council of the said City of San Diego, California, this 26th day of December, 1945 by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Dail, Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: Boud

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. 82315 of the Council of the City of San Diego, California, as adopted by said Council DEC 26 1945.

FRED W. SICK

(SEAL)

City Clerk

By AUGUST M. WADSTROM,

Deputy

RECORDED DEC 26 1945 35 min. past 4 P.M. in Book 1995 at page 401 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 FUERTH

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of Work and Materials furnished by American Pipe and Construction Co. for Thorn Street Pipe Line; being Document No. 358285.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatters Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into this 26th day of December, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, of the County of San Diego, State of California, party of the first part, and the firm of COATES AND HERFURTH, consulting actuaries, of Los Angeles, California, party of the second part, WITNESSETH:

WHEREAS, it is necessary for the City of San Diego to have an actuarial valuation and report on the present funds of the Police and Fire Department pension funds, and to have calculations and report made on a proposed plan for new members of the said pension systems; NOW, THEREFORE,

In consideration of the mutual promises, covenants and agreements hereinafter recited, the parties hereto agree together as follows:

The party of the first part hereby retains and employs the party of the second part to

(a) Make an actuarial valuation and report on the present funds of the Police and Fire Department pension funds; and

(b) Make calculations and report on a proposed plan for new members of the pension systems.

The party of the second part agrees to do and perform the service mentioned above under (a) for the sum of Twelve Hundred Fifty Dollars (\$1250.00), or lesser amount; and to do and perform the service mentioned above under (b) for the sum of Twelve Hundred Fifty Dollars (\$1250.00), or lesser amount.

The party of the second part further agrees that after the completion of the service above agreed to under (a) and (b) above mentioned, and with the written consent of the party of the first part for said firm so to do, that it, the party of the second part, will make -

(c) A valuation and report based on combining the present plans and plan for new members into one plan for the sum of Five Hundred Dollars (\$500.00), or lesser amount; and/or

(d) Suggestions or assistance in drafting necessary ordinances to make the above system operative, for the sum of Five Hundred Dollars (\$500.00), or lesser amount.

It is further agreed by the party of the first part that it will reimburse the party of the second part for necessary traveling expenses in connection with any trip to San Diego at the request of the City or the committee studying the Police and Fire Department pension funds in excess of one trip in connection with each of the parts of the work listed above.

IN WITNESS WHEREOF, this agreement is executed by the City Manager, for and on behalf of The City of San Diego, pursuant to and under Resolution No. 82319 of the Council authorizing such execution, and the party of the second part has caused this

agreement to be executed, the day and year in this agreement first above written.

THE CITY OF SAN DIEGO,
By F. A. RHODES,
City Manager
COATES AND HERFURTH,
By CARL E. HERFURTH

I HEREBY APPROVE the form and legality of the foregoing Agreement this 18 day of December, 1945.

J. F. DuPAUL, City Attorney
By EDWARD H. LAW
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 \$3,500.00
Dated JAN 3 1945

J. McQUILKEN THEO M. FIDELER
Auditor and Comptroller of the City of San Diego, California

To be paid out of ORD 3095 Unappropriated Balance
Memo COATES & HERFURTH CONSULTING ACTUARIES

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Coates and Herfurth as consulting actuaries for valuation and report on Police and Fire Department Pension Funds; being Document No. 358415.

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

By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That BASTIAN BROS. CO., 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 TWO HUNDRED TWENTY-NINE and no/100 Dollars (\$229.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made; the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of December, 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: 1352 Employees' service pins 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: HELEN M. BIEL

BASTIAN BROTHERS CO.
F. J. TEMMERMAN Treas.
Principal
AMERICAN SURETY COMPANY OF NEW YORK
J. W. WOOD
J.W.Wood-Resident Vice President
Surety

(SEAL)
Countersigned By H. A. PERRY
Agent Los Angeles, Calif.
ATTEST: J. H. S. HALL
J.H.S.Hall-Resident Asst. Secy.

Premium charged for this bond is \$5.00 for the term 996243K

I hereby approve the form of the within 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 3rd day of January 1946.

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 11th day of December, 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 BASTIAN BROTHERS CO., a corporation, of Rochester N.Y. 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:

1352 Employees' Service Pins, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 356535.

Said contractor agrees to complete the delivery of said pins within 60 to 90 days after the execution of this contract.

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

Quantity	Years	Material	Price per Emblem	Total
485	5	Sterling, gr enamel, no stone	\$.42	\$203.70
255	10	" " " "	.42	107.10
328	15	Gold filled 1/10th-10k, red enamel no stone	.62	203.36
161	20	ditto	.62	99.82
72	25	Gold filled 1/10th-10k, red enamel 1 2-pt ruby	1.37	98.64
37	30	10K gold, blue enamel, 1 2-pt sapphire	3.17	117.29
9	35	10K gold, blue enamel, 1 2-pt emerald	3.17	28.53
4	40	10K gold, blue enamel, 1 2-pt diamond	9.42	37.68
1	50	10K gold, blue enamel, 2 2-pt diamonds	16.42	16.42
1352				\$912.54

Additional charge if pins furnished with safety check pin instead of post, each \$.07

Said prices do not include the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said pins 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 pins by said City, will pay said contractor the sum of Nine Hundred Twelve and 54/100 Dollars (\$912.54), not including California State Sales Tax.

Payment will be made for said pins 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 have been 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. 82061 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

BASTIAN BROTHERS CO. (SEAL)
F. J. TEMMERMAN Treas.

Contractor

ATTEST: DON S. CURTIS

I hereby approve the form and legality of the foregoing contract this 3rd day of January, 1946.

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 Bastian Bros. Co. for furnishing 1352 employees' service pins; being Document No. 358449.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 24th day of December, 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:
PUEBLO LANDS #1803 All lying between W line of Seawall on E and Mean High Tide line on W and westerly prolongation of southerly line of Block 389 Pacific Beach on South and Northerly line of PL 1803 on N in P.L. 1803.

Sold to State 6/29/36 Cert. No. 11516 Deed No. 790. Deeded to State 7/8/41.

PUEBLO LANDS #1793. Beginning at a point on parallel line 30 feet distant from a straight line drawn from southwesterly corner Lot 10, Block 227, to northwesterly corner Lot 1, Block 260, Pacific Beach, and 100 feet northerly of westerly extension of northerly line Lot 1, Block 260, Pacific Beach; thence northerly along said parallel line 25 feet; thence westerly along a line parallel to westerly extension of northerly line said Lot 1, Block 260, to mean high tide line of Pacific Ocean; thence southerly along mean high tide line to a point where a line drawn from point of beginning westerly and parallel with northerly line Lot 1, Block 260, intersects mean high tide line; thence easterly along said line to beginning Lot 1793.

Sold to State 6/30/30. Cert. No. 970. Deed No. 24B. Deeded to State 8/1/35.

PUEBLO LANDS #1793. Beginning at a point on westerly extension of northerly line Lot 1, Block 260, Pacific Beach, 30 feet westerly of northwesterly corner said Lot 1; thence northerly 100 feet along a line 30 feet distant and parallel with a straight line drawn from northwesterly corner Lot 1, Block 260, to southwesterly corner Lot 10, Block 227, Pacific Beach; thence westerly along a line parallel to westerly extension of northerly line Lot 1, Block 260, to mean high tide line of Pacific Ocean; thence southerly along mean high tide line to intersection of westerly prolongation of northerly line Lot 1, Block 260, Pacific Beach; thence easterly along said westerly prolongation to beginning in Lot 1793.

Sold to State 6/30/30. Cert. No. 969. Deed No. 24A. Deeded to State 8/1/35.

PUEBLO LANDS #1793. Beginning at a point in westerly extension of northerly line Lot 1, Block 260, Pacific Beach, and 30 feet westerly of northwest corner of said Lot 1; thence southerly 135 feet, more or less, along a line parallel with and 30 feet westerly from westerly line of Block 260, to intersection with westerly extension of southerly line of Lot 5, Block 260; thence westerly along westerly extension of southerly line of said Lot 5 to an intersection with mean high tide line of Pacific Ocean; thence northerly along said mean high tide line to an intersection with westerly extension of northerly line Lot 1, Block 260; thence easterly along said westerly extension to beginning in Lot 1793.

Sold to State 6/29/29. Cert. No. 98341. Deed No. 11998. Deeded to State 8/1/34.

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 exercised 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 re-established 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

PUEBLO LANDS #1803 All lying between W line of Seawall on E and Mean High Tide line on W and westerly prolongation of southerly line of Block 389 Pacific Beach on South and Northerly line PL 1803 on N in P.L. 1803.			
Down Payment as of	2nd Payment Anniversary	3rd Payment 2nd Anni-	Final Payment upon
date of execution of agreement	date of agreement	sary date of agreement	exercise of option
\$2.50	\$2.50	\$2.50	\$456.40

PUEBLO LANDS #1793. Beginning at a point on parallel line 30 feet distant from a straight line drawn from southwesterly corner Lot 10, Block 227, to northwesterly corner Lot 1, Block 260, Pacific Beach, and 100 feet northerly of westerly extension of northerly line Lot 1, Block 260, Pacific Beach; thence northerly along said parallel line 25 feet; thence westerly along a line parallel to westerly extension of northerly line said Lot 1, Block 260, to mean high tide line of Pacific Ocean; thence southerly along mean high tide line to a point where a line drawn from point of beginning westerly and parallel with northerly line Lot 1, Block 260, intersects mean high tide line; thence easterly along said line to beginning Lot 1793.

Down Payment as of	2nd Payment Anniversary	3rd Payment 2nd Anniver-	Final Payment
date of execution of agreement	date of agreement	sary date of agreement	upon exercise of option
\$1.00	\$1.00	\$1.00	\$106.58

PUEBLO LANDS #1793. Beginning at a point on westerly extension of northerly line Lot 1, Block 260, Pacific Beach, 30 feet westerly of northwesterly corner said Lot 1; thence northerly 100 feet along a line 30 feet distant and parallel with a straight line drawn from northwesterly corner Lot 1, Block 260, to southwesterly corner Lot 10, Block 227, Pacific Beach; thence westerly along a line parallel to westerly extension of northerly line Lot 1, Block 260 to mean high tide line of Pacific Ocean; thence southerly along mean high tide line to intersection of westerly prolongation of northerly line Lot 1, Block 260, Pacific Beach; thence easterly along said westerly prolongation to beginning in Lot 1793.

Down Payment as of	2nd Payment Anniversary	3rd Payment 2nd Anniver-	Final Payment
date of execution of agreement	date of agreement	sary date of agreement	upon exercise of option
\$2.00	\$2.00	\$2.00	\$375.66

PUEBLO LANDS #1793. Beginning at a point in westerly extension of northerly line Lot 1, Block 260, Pacific Beach, and 30 feet westerly of northwest corner of said Lot 1; thence southerly 135 feet, more or less, along a line parallel with and 30 feet westerly from westerly line of Block 260, to intersection with westerly extension of southerly line of said Lot 5, Block 260; thence westerly along westerly extension of southerly line of said Lot 5 to an intersection with mean high tide line of Pacific Ocean; thence northerly along said mean high tide line to an intersection with westerly extension of northerly line Lot 1, Block 260; thence easterly along said westerly

extension to beginning in Lot 1793.

Down Payment as of date of execution of agreement	2nd Payment Anniversary date of agreement	3rd Payment Anniversary date of agreement	2nd Anniversary date of agreement	Final Payment upon exercise of option
\$2.50	\$2.50	\$2.50		\$474.64

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 24th day of December, 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. 82144, adopted on the 27th day of November, 1945, the day and year first hereinabove written.

ATTEST: J. B. McLEES, County Clerk and
Ex-officio Clerk of the Board
of Supervisors.
By J. MILLER

Deputy

(SEAL)

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 DEC 12 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 December 28th, 1945

HARRY B. RILEY, Controller of the
State of California (SEAL)

By BERT FOSTER

Deputy

APPROVED as to form

Date 12/15/45

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

By CARROLL H. SMITH

Deputy

Date Nov. 30, 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
Option to purchase tax-deeded lands from the State of California; being Document No.
358444.

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, Armin Richter is the owner of Lot 13 & 15, Block 10, of La Jolla Shores Unit #1;

NOW, THEREFORE, This AGREEMENT, signed and executed this 19 day of November, 1945, by Armin Richter that he will, for and in consideration of the permission granted to remove 16 feet of curbing on Calle Carra between La Shores Dr. and El Paso Grande, 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

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of Nov., by William M. Moore that I will, for and in consideration of the permission granted to remove 23 ft feet of curbing on El Cajon Blvd between Illinois & Iowa Sts. adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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

WM. M. MOORE
4535 Alice St.

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 28th day of November, A.D. Nineteen Hundred and fortyfive before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William M. 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.

(SEAL)

My Commission expires Oct. 25, 1948

JOSEPHINE A. BURROWS
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 November, 1945.

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

RECORDED DEC 3 1945 2 min. past 9 A.M. in Book 2008 at page 172 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
R. N. HOWE

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 William M. Moore; being Document No. 357720.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY AMERICAN PIPE AND CONSTRUCTION CO. UNDER ITS CONTRACT FOR THE CONSTRUCTION OF THE BONITA CONNECTION PIPE LINE.
TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by American Pipe and Construction Co., under its contract for the construction of the Bonita Connection Pipe Line, and which contract is dated May 21, 1945, and is on file in the office of the City Clerk of said City as Document No. 354009, 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 November 29, 1945.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on December 5, 1945, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by American Pipe and Construction Co. 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 4th day of December, 1945.

(SEAL)

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

RESOLUTION NO. 82186

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer, approved by 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 American Pipe and Construction Co. under the contract for the construction of the Bonita Connection Pipe Line, which contract is dated May 21, 1945, and is on file in the office of the City Clerk of said City as Document No. 354009, 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 Manager, and the acceptance thereof is recommended; NOW, THEREFORE,

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

That the work performed and materials furnished by American Pipe and Construction Co. under the contract for the construction of the Bonita Connection Pipe Line, be, and the same are hereby accepted by The City of San Diego.

BE IT FURTHER RESOLVED that any and all moneys withheld from said contractor under the provisions of said contract shall be payable at the time, in the manner, upon the conditions, and subject to the provisions of 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 San Diego County, California, 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 4th day of December, 1945, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Boud, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilmen: Dail, Austin

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. 82186 of the Council of the City of San Diego, California, as adopted by said Council DEC 4 1945.

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

RECORDED DEC 5 1945 3 P.M. in Book 2001 at page 281 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 Notice of Completion and Acceptance of American Pipe and Construction Company contract on Bonita Connection Pipe Line; being Document No. 357807.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Totten 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, Max Rabinowitz & Mollie Rabinowitz is the owner of Lots "D", "E", "F", "G", "H", and "I", Block 75, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of December, 1945, by Max Rabinowitz that he will, for and in consideration of the permission granted to remove 20' "I" St 10th & 11th

20' feet of curbing on 11th St between "G" & "F" Sts, 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 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.

MOLLIE RABINOWITZ

MAX RABINOWITZ

3438 Richmond St. San Diego, Calif.

STATE OF CALIFORNIA,

} ss

County of San Diego,

On this 17th day of December, 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 Max Rabinowitz and Mollie Rabinowitz 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) JOHN H. GORBY
Notary Public in and for the County of San Diego,
State of California
My Commission expires November 13, 1949

I HEREBY approve the form of the foregoing agreement this 26th day of December, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 31 1945 25 min. past 9 A.M. in Book 2006 at page 274 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 Max and Mollie Rabinowitz; being Document No. 358280.

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, Henry H. Hardy is the owner of Lots 4, 5 and 6, Block 62, of Middletown,

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of December, 1945, by Henry J. Hardy that he will, for and in consideration of the permission granted to remove 14 feet of curbing on India between Ivy and 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.

A G R E E M E N T

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

WHEREAS, Edwrad H. Depew is the owner of Lot (5) five Block 123, of Roseville

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of December 1945 by Edwrad H. Depew that he will, for and in consideration of the permission granted to remove 10 feet of curbing on Newell Street between Rosecrans Blvd. and Locust 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 agreement herein named.

EDWARD H. DEPEW
3145 James Street

STATE OF CALIFORNIA,

ss.

County of San Diego

On this 18th day of December, A.D. Nineteen Hundred and forty-five before me T. N. Faulconer, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Edward H. Depew known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

T. N. FAULCONER
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 December, 1945.

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

RECORDED JAN 3 1946 11 min. past 10 A.M. in Book 2005 at page 242 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.

P GUM

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Edward H. Depew; being Document No. 358396.

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

By FTTatten Deputy

A G R E E M E N T

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

WHEREAS, Frederick Myles Turnbull is the owner of Lot Eleven (11), Block A, of Sterlingworth per Map #1526;

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of December 1945, by Frederick Myles Turnbull that he will, for and in consideration of the permission granted to remove twenty four (24 feet of curbing on Thirty Third between El Cajon and Meade, 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 myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FREDERICK MYLES TURNBULL
Frederick Myles Turnbull
1930 Wilshire Blvd., Los Angeles 5, Ca

STATE OF CALIFORNIA,

ss.

County of Los Angeles

On this 18th day of December, A.D. Nineteen Hundred and Forty five, before me, Wm. D. Story, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frederick Myles Turnbull, known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL)

WM. D. STORY
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 December, 1945.

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

RECORDED JAN 3 1946 11 min. past 10 A.M. in Book 2005 at page 240 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.
P GUM

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Frederick Myles Turnbull; being Document No. 358397.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Fatten 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 FOUR HUNDRED SEVENTY-NINE Dollars (\$2,479.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to improve MAIN STREET at 32nd Street, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

ATTEST: W. R. GIRAMS
Secretary

GRIFFITH COMPANY (SEAL)
S. M. GRIFFITH
S. M. Griffith President

ATTEST: _____

Principal
NATIONAL SURETY CORPORATION (SEAL)
By MYRON C. HIGBY Attorney-in-fact
Surety

I hereby approve the form of the within Bond, this 4th day of January, 1946.

J. F. DuPAUL, City Attorney
By B.L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 4th day of January 1946.

F. A. RHODES,
City Manager

STATE OF CALIFORNIA,)

County of Los Angeles)

ss.

On this 2nd day of January, in the year one thousand nine hundred and 46, 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

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 EIGHT HUNDRED FIFTY-EIGHT Dollars (\$5,858.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the improvement of MAIN STREET at 32nd Street, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 357604.

WHEREAS, the aforesaid penal sum of Five Thousand Eight Hundred Fifty-eight Dollars (\$5,858.00), 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: W. R. GIRAMS, Secretary

GRIFFITH COMPANY, (SEAL)
By S. M. GRIFFITH
S. M. Griffith President

ATTEST: _____

NATIONAL SURETY CORPORATION (SEAL)
By MYRON C. HIGBY Attorney-in-fact
Surety

STATE OF CALIFORNIA, }

ss.

County of Los Angeles

On this 2nd day of January, in the year one thousand nine hundred and 46, 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 foregoing Bond this 4th day of January, 1946.

J. F. DuPAUL, City Attorney,

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 4th day of January, 1946.

F. A. RHODES,

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 2nd day of January, 1946, by and between THE CITY OF SAN DIEGO, a municipal 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 improvement of portions of MAIN STREET, near 32nd Street, in the particulars mentioned on Engineering Department Sheet numbered 1181-D which forms a part of the specifications for said improvement, all in accordance with the plans and specifications filed in the office of the City Clerk of said City under Document No. 357604.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Eleven Thousand Seven Hundred Fifteen Dollars (\$11,715.00).

Said contractor agrees to commence said work within 10 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within 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 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 Seven Hundred Fifteen Dollars (\$11,715.00), said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the City Engineer of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor further agrees not to 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 to 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 Engineer of said City. Further, that contractor 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 contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said 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 Engineer may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 sub-contractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 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 sub-contractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract it will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Trade or Occupation	Wage Per 8-Hour Day
Air Tool Operator (Jackhammerman, Vibrator	\$ 9.60
Carpenter	12.00
Cement Finisher	13.00
Laborers, unskilled	8.00
Laborers, special:	
Asphalt, raker and ironer	9.60
Sewer pipe layer (excluding caulkers)	10.40
Caulker (using tools)	9.40
Tarman and mortarman	8.40
Mechanic - Heavy Duty Repairman	12.40
Operating Engineers:	
Asphalt Plant Engineer	12.40
Asphalt Plant Fireman	11.40
Air Compressors	10.40
Bulldozers	12.40
Cranes, derricks, draglines and shovels	14.00
Mixers, skip type	11.40
Pavement breaker operator	12.00
Roller	12.00
Tow Blade or Grader	11.40
Tractor, with boom attachments	12.40
Trenching machine	13.00
Reinforcing steel worker	13.00
Truckdriver, less than 6 tons	8.60
Truckdriver, 6 to 10 tons	8.80
Truckdriver, 10 to 15 tons	9.20
Truckdriver, 15 to 20 tons	9.80
Painter	12.00
Foreman to receive not less than \$1.00 per diem above laborer or journeyman, classifications.	
Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$6.00 per diem.	
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.	

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 or City Engineer unfair, it shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, pursuant to and under Resolution No. 82271 of the Council authorizing such execution, and the contractor has caused this instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized the day and year in this agreement first above written.

ATTEST: W. R. GIRAMS
Secretary

I HEREBY APPROVE the form and legality of the foregoing Contract this 4th day of January, 1946.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
GRIFFITH COMPANY, Contractor (SEAL)
By S. M. GRIFFITH
S.M.Griffith 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 Contract with Griffith Company for improving Main Street at 32nd Street; being Document No. 358465.

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

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD, BRUCE R. HAZARD and ROSCOE E. HAZARD, JR., co-partners doing business under the firm name and style of R. E. HAZARD & SONS CONTRACTING CO., as Principal and PACIFIC INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of California, having its offices and principal place of business at Los Angeles, in the State of California a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto the CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR THOUSAND ONE HUNDRED EIGHTY-FIVE Dollars (\$4,185.00), lawful money of the United States of America, to be 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 3rd day of January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to improve a portion of BROADWAY, near 65th Street, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

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

R. E. HAZARD By R. H. HAZARD
Attorney in Fact
R. H. HAZARD
ROSCOE E. HAZARD JR. By R. H. HAZARD
Attorney in Fact
co-partners, dba R. E. HAZARD & SONS
CONTRACTING CO. Principal

ATTEST: EDITH W. MOFFATT

ATTEST: _____
PACIFIC INDEMNITY COMPANY (SEAL)
By IRVING FRIEDMAN Attorney in Fact
Surety

STATE OF CALIFORNIA ss
County of San Diego

On this 3rd day of January in the year one thousand nine hundred and forty-six before me, Eugene Glenn a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Irving Friedman known to me to be the duly authorized Attorney-in-Fact of Pacific Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said Irving Friedman acknowledged to me that he subscribed the name of Pacific Indemnity Company, thereto as surety and his own name as Attorney-in-Fact.

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

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

I hereby approve the form of the within Bond, this 7th day of January, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 7th day of January 1946.
F. A. RHODES
City Manager

KNOW ALL MEN BY THESE PRESENTS, That R. E. HAZARD, BRUCE R. HAZARD and ROSCOE E. HAZARD, JR., co-partners doing business under the firm name and style of R. E. HAZARD & SONS CONTRACTING CO., as Principal and PACIFIC INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of California, having its offices and principal place of business at Los Angeles, in the State of California a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT THOUSAND THREE HUNDRED SEVENTY Dollars (\$8,370.00), lawful money of the United States of America, to be 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 3rd day of January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the improvement of a portion of BROADWAY near 65th Street, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 357338.

WHEREAS, the aforesaid penal sum of Eight Thousand Three Hundred Seventy Dollars (\$8,370.00), being not less than one-half of the total amount payable by the terms of said contract, is intended and is hereby made to inure to and for the use and benefit of any and all persons, companies or corporations who perform labor on, or furnish materials, to be used in the said work;

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Principal, their heirs, executors, administrators 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 have hereunto subscribed their names and said surety has caused this instrument to be executed by its proper officers, thereunto duly authorized, and their corporate seal to be hereunto affixed, the day and year first hereinabove written.

R. E. HAZARD By B. R. HAZARD Attorney in Fact
B. R. HAZARD
ROSCOE E. HAZARD JR. B. R. HAZARD Attorney in Fact
co-partners dba R. E. HAZARD & SONS CONTRACTING CO.

PACIFIC INDEMNITY COMPANY (SEAL)
By IRVING FRIEDMAN Attorney-in-Fact
Surety

ATTEST: _____

STATE OF CALIFORNIA ss.
County of San Diego

On this 3rd day of January in the year one thousand nine hundred and forty-six before me, Eugene Glenn a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Irving Friedman known to me to be the duly authorized Attorney-in-Fact of Pacific Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of said Company, and the said Irving Friedman acknowledged to me that he subscribed the name of Pacific Indemnity Company, thereto as surety and his own name as Attorney-in-Fact.

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

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

I HEREBY APPROVE the form of the foregoing Bond this 7th day of January, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 7th day of January, 1946.

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 3rd day of January, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and R. E. HAZARD, BRUCE R. HAZARD and ROSCOE E. HAZARD, JR., co-partners doing business under the firm name and style of R. E. HAZARD & SONS CONTRACTING 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 all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The improvement of a portion of BROADWAY near 65th Street, in the particulars mentioned on Engineering Department Sheet numbered 6467-L which forms a part of the specifications for said improvement, all in accordance with the plans and specifications filed in the office of the City Clerk of said City under Document No. 357338.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Sixteen Thousand Seven Hundred Forty Dollars (\$16,740.00).

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 ninety 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: Sixteen Thousand Seven Hundred Forty Dollars (\$16,740.00), said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the City Engineer of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall have elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time, and in such manner as provided by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

Said contractor further agrees not to 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 to 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 Engineer of said City. Further, that contractor 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 contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said 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 Engineer may be deemed necessary or

expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 sub-contractor, 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 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 contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any sub-contractor:

Trade or Occupation	Wage Per 8-Hour Day
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.00
Carpenter	10.80
Bridge Carpenter	12.60
Cement Finisher	12.00
Laborers, unskilled	7.60
Laborers, building	7.60
Laborers, underground	8.00
Laborers, special:	
Asphalt, raker and ironer	9.00
Sewer pipe layer (excluding caulkers)	10.00
Caulker (using tools)	9.00
Tarman and mortarman	8.00
Mechanic - Heavy Duty Repairman	12.00
Operating Engineers:	
Asphalt Plant Engineer	12.00
Asphalt Plant Fireman	11.60
Air Compressors	10.00
Bulldozers	12.00
Cranes, derricks, draglines and shovels, less than 1 yard	13.00
Cranes, derricks, draglines and shovels, 1 yard and over	14.00
Hoists, material	11.00
Mixers, skip type	11.00
Pavement breaker operator	11.00
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	7.60
Watchman	7.60
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 diem.

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.

If the contractor considers any work required of them to be outside the requirements of this contract, or considers any record or ruling of the said City Engineer 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, 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. 82270 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

R. E. HAZARD by B. R. HAZARD
Attorney in Fact
B. R. HAZARD
ROSCOE E. HAZARD by B. R. HAZARD
Attorney in Fact

co-partners dba R. E. HAZARD & SONS CONTRACTING COMPANY

I HEREBY APPROVE the form and legality of the foregoing Contract this 7th day of January, 1946.

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 R. E. Hazard & Sons Contracting Company for improving portion of Broadway near 65th Street; being Document No. 358497.

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, Andrew W. Cruickshank is the owner of Lots 47 & 48 Block 2, of Crystal Spring Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 4th day of December 1945, by Andrew W. Cruickshank that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Imperial Ave. between 37th and Southlook adjacent to the above described property, bind him to, and does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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

ANDREW W. CRUICKSHANK
206 So 37th San Diego

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

On this 3 day of December, A.D. Nineteen Hundred and 45 before me R.L. Eccles, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Andrew W. Cruickshank known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

(SEAL) R. L. ECCLES
Notary Public in and for the County of San Diego,
State of California
My Commission expires Dec. 14 1947
I hereby approve the form of the foregoing agreement this 10th day of December, 1945.

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

RECORDED DEC 17 1945 20 min. past 9 A.M. in Book 2000 at page 435 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Andrew W. Cruickshank; being Document No. 357971.

FRED W. SICK
City Clerk of the City of San Diego, California
By FT 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 A. Ogle & May D. Ogle are the owners of Lot "F", Block 222, of Horton's Addition & Blk. "G" Middletown,

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of November, 1945, by James A. Ogle & May D. Ogle that we will, for and in consideration of the permission granted to remove 25 feet of curbing on Elm between Union and Front Streets adjacent to the above described property, bind ourselves to, and we hereby by these presents

agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego. 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 agreement herein named.

JAMES A. OGLE
MAY D. OGLE
1805 Union Street San Diego, Calif.

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

On this 30th day of November, 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 A. Ogle known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 16, 1947 State of California
I hereby approve the form of the foregoing agreement this 11th day of December, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 17 1945 20 min. past 9 A.M. in Book 2000 at page 431 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from James A. and May D. Ogle; being Document No. 358008.

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

By FT 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, Fred C. Corey is the owner of Lots 30-31-32, Block 3, of La Jolla Park Tract;

NOW, THEREFORE, This AGREEMENT, signed and executed this 8th day of December, 1945, by Fred C. Corey that he will, for and in consideration of the permission granted to remove 36' feet of curbing on Pearl between Cuvier Ave and La Jolla Blvd, adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs owner 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 Fred C. Corey 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.

FRED C. COREY
Fred C. Corey
P.O.Box 189 La Jolla, California

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

On this 8 day of Dec., A.D. Nineteen Hundred and 45, before me, Robert W. Good, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred C. Corey known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 Com. expires 4/1/48 State of California
I HEREBY approve the form of the foregoing agreement this 26th day of December, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 31 1945 25 min. past 9 A.M. in Book 1996 at page 430 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
ADDIELEE T. HOAR

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Fred C. Corey; being Document No. 358281.

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

By FT Patten Deputy

MARVIN E. BIDDLE
P.O.Box 187 Sunset Beach, Calif.
after Jan 1, 1946 4030 Midway
San Diego Calif.

County of San Diego

SS.

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

(SEAL)

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

I hereby approve the form of the foregoing agreement this 27th day of December, 1945.

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

RECORDED DEC 31 1945 25 min. past 9 A.M. in Book 1996 at page 430 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.

ADDIELEE T. HOAR

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Marvin E. Biddle; being Document No. 358312.

FRED W. SICK

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

By HTT attn Deputy

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 P. Hoppin & Nellie M. Hoppin are the owners of Lot Lot - 22 & 24 (west part), Block 3, of 1st Addition So. La Jolla;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12 day of December, 1945 by William P. Hoppin & Nellie M. Hoppin that we will, for and in consideration of the permission granted to remove 10 feet of curbing on Westbourne between Monte Vista and Del Mar, adjacent to the above described property, bind them to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on them 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.

WILLIAM P. HOPPIN
NELLIE M. HOPPIN

STATE OF CALIFORNIA,

ss.

County of San Diego,

On this 21 day of December, A.D. Nineteen Hundred and 1945, before me, Eva E. Lester, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared William P. Hoppin and Nellie M. Hoppin 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.

EVA E. LESTER

(SEAL)

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

My Commission expires October 26, 1948

I HEREBY approve the form of the foregoing agreement this 27th day of December, 1945.

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

RECORDED DEC 31 1945 25 Min. past 9 A.M. in Book 1996 at page 431 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.
ADDIELEE T. HOAR

Copyist County Recorder's Office, 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 P. and Nellie M. Hoppin; being Document No. 358313.
FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 28th day of December, 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 thereof, the party of the first part hereinafter sometimes designated as the "City", and V. R. DENNIS, an individual doing business as V. R. DENNIS CONSTRUCTION CO. party of the second part, and hereinafter sometimes designated as the "Contractor", Witnesseth:

ARTICLE I That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the Contractor by the City, in manner and for as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City, to furnish all materials, all labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, install, and complete the Sanitary Trunk Sewer on tidelands in the area called Belt Street and vicinity along the Mean High Tide Line from a point in Harbor Drive approximately 1100 feet northwesterly from 28th Street to a point approximately 1400 feet northwesterly from the foot of Sampson Street consisting of approximately 3505 lineal feet of vitrified clay pipe sewers of 15" diameter, including laterals, manholes, connections and appurtenances, with the exception of Items 1, 2, & 3, hereinafter set forth, in strict conformity with the plans and specifications prepared therefor by the Harbor Engineer of The City of San Diego, at and for the lump sum price of Thirteen Thousand Nine Hundred Forty-eight Dollars, and no Cents; and also agrees to furnish all required labor, equipment, materials, services, and any and all other expense necessary or incidental to furnish and place the following named items, if required, which will be paid for as extras in addition to the lump sum price:

Item 1: 1:3:4 mix Portland Cement Concrete for pipe casing, foundation and protection, including necessary excavation, at \$12.50; Twelve Dollars and Fifty Cents per cubic yard of concrete:

Item 2: 1:3:5 mix Portland Cement Concrete as required, including necessary excavation at \$10.50; Ten Dollars and Fifty Cents per cubic yard of concrete:

Item 3: Crushed rock base and crushed rock backfill, including necessary excavation, at \$2.00; Dollars and no Cents per cubic yard of rock; 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 19th day of November, 1945, marked "Document No. 357461", and endorsed "Contract Documents for Sanitary Trunk Sewer on tidelands in the area called Belt Street and vicinity along the mean high tide line from a point in Harbor Drive approximately 1100 feet northwesterly from 28th Street to a point approximately 1400 feet northwesterly from the foot of Sampson Street," said plans consisting of 3 sheets, and said specifications consisting of 62 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 Port Director of said City.

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

ARTICLE V The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost, or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its Officers or Agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI It is further required, and the Contractor hereby expressly agrees that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment.

ARTICLE VII The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen, and mechanics employed by the Contractor, or any Sub-Contractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to The City Ten Dollars (\$10.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, such laborer, workman, or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor or by any Sub-Contractor.

CLASSIFICATIONS

Air Tool Operator (Jackhammerman, Vibrator)

Blacksmith

Bricklayer

Bricklayer Tender

Carpenter

Cement Finisher

Electrician - Journeyman

Per Diem Rate

\$ 9.60

11.00

12.00

9.00

12.00

13.00

13.60

Fireman and Oiler	9.40
Laborers, unskilled	8.00
Laborers, building	8.00
Laborers, underground	9.00
Laborers, Tunnels	
Minor (hand or machine)	10.80
Motorman	10.80
Cribbers or Shorers	10.80
Powderman	10.80
Chucktender	9.20
Laborers, Special	
Asphalt raker and ironer	9.60
Sewer pipe layer (excluding caulker)	10.40
Caulker (using tools)	9.40
Tarman and Motorman	8.40
Mechanic - Heavy duty Repairman	12.40
Plumber	12.00
Operating Engineers	
Asphalt Plant Engineer	12.40
Asphalt Plant Fireman	11.40
Air Compressors	10.40
Bulldozers	12.40
Crane, Derricks, Draglines and Shovels	14.00
Hoists, Material	12.00
Mixers, skip type	11.40
Mixers, paving type	13.20
Pumps	10.40
Roller	12.00
Tow Blade or Grader	11.40
Tractor with boom attachments	12.40
Trenching Machine	13.00
Reinforcing Steel Worker	13.00
Teamster	8.00
Truckdriver, less than 6 tons	8.60
Truckdriver, 6 to 10 tons	8.80
Truckdriver, 10 to 15 tons	9.20
Truckdriver, 15 to 20 tons	9.80
Classified laborers	
Clerk	8.00
Painter	12.00

Foreman to receive not less than \$1.00 per diem above Laborer or Journeyman

Classification

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 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 have been 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 Harbor Commission 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 Harbor Commission, 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 IX It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego or the general laws in effect in said City, shall said City, or any Department, Board or Officer thereof be liable for any portion of the contract price.

ARTICLE X Component Parts of this Contract:

The Contract, entered into by the acceptance of the Contractors 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. Addendum No. 1
3. General Conditions
4. Specifications
5. Plans
6. Instructions to Bidders
7. Notice to Contractors
8. Proposal

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 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 City, and to complete all work within 90 consecutive calendar days after the date so specified.

IN WITNESS WHEREOF, this contract is executed by a majority of the members of the Harbor Commission of The City of San Diego, thereunto duly authorized, and the Contractor has caused these presents to be executed, and its corporate name and seal to be hereunto attached by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By EMIL KLICKA

A. BORTHWICK

R. H. VAN DEMAN

Members of the Harbor Commission, Party of the First Part

V. R. DENNIS CONSTRUCTION CO.

By V. R. DENNIS

Contractor, Party of the Second Part

ATTEST: A. E. THURSTON

(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 9th day of January, 1946.

J. F. DuPAUL

City Attorney of the City of San Diego

By B. L. COMPARET

Deputy City Attorney

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS That V. R. DENNIS, an individual doing business as V. R. DENNIS CONSTRUCTION CO., 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 Thirteen Thousand Nine Hundred Forty-eight Dollars (\$13,948.00) (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 28th day of December, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all materials, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of a Sanitary Trunk Sewer, laterals, manholes, connections and appurtenant work on tidelands in the area called Belt Street and vicinity along the main high tide line northwesterly from a point in Harbor Drive in the City of San Diego, State of California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 19th day of November 1945, marked Document No. 357461, and endorsed, "Contract Documents for Sanitary Trunk Sewer on tidelands in the area called Belt Street and vicinity along the mean high tide line from a point in Harbor Drive approximately 1100 feet northwesterly from 28th Street to a point approximately 1400 feet northwesterly from the foot of Sampson Street; true copies of which said Contract Documents, including said plans and specifications together with Notice to Contractor's 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 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 28th day of December, 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.

V. R. DENNIS CONSTRUCTION CO.

Principal

By V. R. DENNIS

ATTEST: A. E. THURSTON

PACIFIC EMPLOYERS INSURANCE COMPANY

By ROBERT F. DRIVER Attorney in Fact
Surety (SEAL)

ATTEST: _____

(If executed by an individual or partnership Contractor, appropriate changes shall be made in the past preceding paragraph.)

STATE OF CALIFORNIA

ss.

County of San Diego

On this 28th day of December, 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

I hereby approve the form of the within Bond this 9th day of January, 1946.

RICHARD M. BOWEN
Notary Public in and for the State of California,
County of San Diego
J. F. DuPAUL
City Attorney of The City of San Diego
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of The City of San Diego this 17 day of Jan 1946.

Premium \$139.48
Includes the Premium for the
Labor and Materialmen's Bond

EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That V. R. DENNIS, an individual doing business as V. R. DENNIS CONSTRUCTION CO. 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 Six thousand nine hundred seventy-four Dollars (\$6,974.00) (not less than fifty per cent of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which, well and truly to be made, we hereby bind ourselves, our heirs, administrators, executors, and successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of December, 1945.

WHEREAS, the said principal has entered into the annexed contract with The City of San Diego to furnish all material, and all labor, tools, appliances, transportation and other expenses necessary or incidental to the construction, completion and installation of a Sanitary Trunk Sewer, laterals, manholes, connections and appurtenant work in the City of San Diego, State of California, all as more particularly and in detail set forth in those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 19th day of November, 1945, marked Document No. 357461 and indorsed "Contract Documents for Sanitary Trunk Sewer on tidelands in the area called Belt Street and vicinity along the mean high tide line, from a point in Harbor Drive approximately 1100 feet northwesterly from 28th Street to a point approximately 1400 feet northwesterly from the foot of Sampson Street," true copies of which contract documents including said plans and specifications, together with Notice to Contractors, Instructions to Bidders and Proposal are attached to said contract and made a part thereof as in said contract provided; and reference is hereby made to said contract and to said plans and specifications for a particular description of the work to be done.

AND WHEREAS, the aforesaid penal sum of Six thousand nine hundred seventy-four Dollars (\$6,974.00), 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.

V. R. DENNIS CONSTRUCTION CO.
By V. R. DENNIS
Principal
PACIFIC EMPLOYERS INSURANCE COMPANY
By ROBERT F. DRIVER Attorney-in-Fact
Surety (SEAL)

ATTEST:

Premium charged for under Faithful Performance Bond
STATE OF CALIFORNIA

} ss.

County of San Diego

On this 28th day of December, 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

(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 9th day of January, 1946.

RICHARD M. BOWEN
Notary Public in and for the State of California,
County of San Diego
J. F. DuPAUL
City Attorney of The City of San Diego
By B. L. COMPARET
Deputy City Attorney

Approved by a majority of the members of the Harbor Commission of the City of San Diego this 17 day of Jan 1946.

EMIL KLIKA
A. BORTHWICK
R. H. VAN DEMAN

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with V. R. Dennis Construction Company for Sanitary Trunk Sewer on tidelands; being Document No. 358812.

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 FOUR HUNDRED FIFTEEN DOLLARS (\$415.00), 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 July, 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 INDIA STREET, KETTNER BOULEVARD, CALIFORNIA STREET, MOORE STREET, HANCOCK STREET, HARASTHY STREET, ANDREWS STREET and WINDER STREET, within the limits and as particularly described in Resolution of Intention No. 80857, adopted by the Council on April 10, 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 FRANKLIN T. HALE Attorney-in-Fact
Surety

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

On this 20th day of July, 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 3rd day of Aug., 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. 81407 passed and adopted on the 10th day of July, 1945, require and fix the sum of \$415.00 as the penal sum of the foregoing Undertaking.

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

CONTRACT FOR STREET LIGHTING
Five Points Lighting District No. 1

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

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 northwesterly line of Harasthy Street and the north-

westerly 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 and the lands acquired by the State of California for highway purposes within the boundaries of the assessment district particularly described in Resolution of Intention No. 80857, adopted by the Council of said City on April 10, 1945.

Such furnishing of electric current shall be for a period of one year from and including August 5, 1945, to and including August 4, 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 Five Points Lighting District No. 1", filed April 21, 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 Six Hundred Fifty-eight and 40/100 Dollars (\$1658.40) in twelve equal monthly installments drawn upon that certain special fund in the hands and under the control of the City Treasurer of said City, designated as "Five Points Lighting District No. 1."

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

And it is further mutually agreed that no part or portion of said sum of One Thousand Six Hundred Fifty-eight and 40/100 Dollars (\$1,658.40) shall be paid out of any other fund than said special fund designated as "Five Points Lighting District No. 1 Fund."

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Six Hundred Fifty-eight and 40/100 Dollars (\$1658.40).

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

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

ATTEST: R. C. CAVELL (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. C. DAIL
WALTER W. AUSTIN
Members of the Council.

(SEAL)
ATTEST: FRED W. SICK City Clerk
By HELEN M. WILLIG, Deputy

I hereby approve the form of the foregoing Contract, this 3rd day of August, 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 Five Points Lighting District No. 1; being Document No. 355471.

FRED W. SICK

City Clerk of the City of San Diego, California

By HT Patten Deputy

LEASE

THIS INDENTURE OF LEASE, made in duplicate, this 7th day of January, 1946, by and between FRED A. PETERSEN, lessor, and THE CITY OF SAN DIEGO, a municipal corporation, in the County of San Diego, State of California, lessee, WITNESSETH:

Lessor does hereby demise and let to the lessee, and the lessee does hereby take and hire those certain premises in the City of San Diego, County of San Diego, State of California, particularly described as Lot G, Block 53, of New San Diego, in said City of San Diego, for a term of one (1) year commencing on the 1st day of January, 1946 and ending on the 31st day of December, 1946, at a rental of Sixty Dollars (\$60.00) per month, payable in advance on the first day of each and every month of said term by check mailed to the lessor at his address, 4412 Cleveland Avenue, San Diego 3, California.

It is expressly understood and agreed by and between the parties hereto that this lease is entered into upon the following conditions and covenants:

(1) That said premises consist of unimproved real property and shall be used by the lessee for the purpose of placing or erecting buildings of a temporary nature thereon, or for other uses.

(2) That the City may terminate this lease and agreement, or any extension hereof, upon sixty (60) days notice in writing to the lessee.

(3) Upon the termination of this lease the lessee shall have the right to remove any and all improvements placed or erected by it upon the demised premises.

(4) That during the term of this lease the lessor shall pay all real estate taxes

levied upon or assessed against said property; provided, however, that the lessee agrees to pay any and all taxes levied upon said property by reason of the improvements placed thereon by said lessee, but that said lessee shall pay no other tax.

In event it shall be necessary for either party to give notice of any kind to the other, the same shall be given and shall be complete by depositing such notice in the registered mail of the United States to the mailing address of the respective parties.

It is further understood and agreed that thirty (30) days prior to the expiration of the term of this lease the lessee shall have the right to an extension hereof for a period of one (1) year, at a rental of Sixty Dollars (\$60.00) per month for such extension;

That if the lessee shall be in possession of said premises at the expiration of two (2) years from January 1, 1946, and shall desire to continue in the occupancy of such premises for an additional period, the lessor and the lessee shall discuss the matter of such extension and the terms and rental to be agreed upon, it being understood that the lessee shall have a right to extend or renew this lease for an additional period as it may then desire, provided a full understanding can be reached between the lessor and the lessee regarding the term of such extension and the rental to be paid.

IN WITNESS WHEREOF, the Lessor has hereunto subscribed his name, and the Lessee, The City of San Diego, acting by and through the City Manager of said City under and pursuant to Resolution No. 82355 of the Council authorizing such execution, has caused this instrument to be executed the day and year in this agreement first above written.

FRED A. PETERSEN

Lessor

THE CITY OF SAN DIEGO,

Lessee

By F. A. RHODES

City Manager

I HEREBY APPROVE the form and legality of the foregoing Agreement this 7th day of January, 1946.

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 Fred A. Petersen on Lot G Block 53 New San Diego for buildings of a temporary nature; being Document No. 358498.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____ Deputy

L E A S E

THIS AGREEMENT OF LEASE, made and entered into this 23rd day of December, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, hereinafter designated as the Lessor, acting by and through the City Manager of said City, and H. E. JOHNSON and J. K. GREINER, hereinafter designated as the Lessees, WITNESSETH:

That the Lessor, for and in consideration of the payment of the rents 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, hereby demises and leases unto the Lessees that certain real property situated in The City of San Diego, County of San Diego, State of California, particularly described as follows, to-wit:

All of Pueblo Lot 300 and all of Pueblo Lot 299, excepting the southeasterly 187.1 feet of Pueblo Lot 299, 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, excepting all Public Ways.

For a term of five (5) years, beginning on the 1st day of January, 1946, and ending on the 31st day of December, 1950 at the following rentals: Seven hundred dollars (\$700.00) 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 maintaining a Golf driving range only, and for no other purpose or purposes.

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises, except for domestic purposes, where mains and connections are installed, and then only according to the terms of Ordinance No. 1482 (New Series), as amended.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

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

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth: That the lessee shall indemnify the City against any loss or damage arising from or growing out of the use of said premises by the lessee, and said lessee, by the acceptance of this lease, expressly agrees to save The City of San Diego harmless from any damage or loss to property, or personal injury to any person resulting directly or indirectly from the use of said 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 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. 82264 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

City Manager

H. E. JOHNSON

J. K. GREINER

Lessees

I hereby approve the form of the foregoing Lease, this 7 day of January, 1946.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Lease with H. E. Johnson and J. K. Greiner for portion Pueblo Lots 300 and 299; being Document No. 358522.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____ Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 3d day of January, 1946, 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, 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 northwesterly line of Laurel 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 northwesterly line of Laurel Street a distance of 31.28 feet, more or less, to an intersection with the northeasterly line of Atlantic Street (now named Pacific Highway), as said Atlantic Street was dedicated as and for a public highway by Resolution No. 108, proceedings of the Harbor Commission of The City of San Diego, California; thence northwesterly along the northeasterly line of said Pacific Highway a distance of 381.18 feet, more or less, to an intersection with the southwesterly prolongation of the northwesterly line of Maple Street; thence northeasterly along the said prolongation of the northwesterly line of Maple Street to its point of intersection with the said mean high tide line of the Bay of San Diego; thence in a general southerly direction following along the said mean high tide line, the following courses and distances: first: south 13° 49' 40" east a distance of 8.56 feet; thence south 1° 35' 40" east a distance of 104.624 feet; thence south 12° 31' 10" east a distance of 100.66 feet; thence south 10° 43' 10" east a distance of 101.076 feet; thence south 13° 46' 10" east a distance of 74.51 feet, more or less, to the point or place of beginning, containing 23,139 square feet of tideland area.

The lands hereinabove described being shown on the map or plat, designated as Drawing No. 43-B-4, 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 five (5) years, beginning on the 1st day of December, 1945, and ending on the 30th day of November, 1950, 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 City 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 first five-year period the sum of six cents (6¢) per square foot per year;

For the second five-year period the sum of seven cents (7¢) per square foot per year;

For the third five-year period the sum of eight cents (8¢) per square foot per year;

For the fourth five-year period the sum of nine cents (9¢) per square foot per year;

and For the fifth and last five-year period, the sum of ten cents (10¢) 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.

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 shall be used for the purpose of conducting and maintaining thereon a restaurant, a food store, and a gasoline and oil service station, and for parking and/or any other commercial use not inconsistent with the laws under which the leased land is held by the City. The lessee shall have the right to construct such buildings as may be necessary or convenient for conducting or carrying on the above-described businesses.

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

(3) That all buildings to be erected or improvements to be placed upon said leased premises shall comply with all city ordinances and regulations having application thereto, and all plans therefor shall, prior to the erection of such buildings or improvements, be submitted to and approved by the Harbor Commission and Planning Commission of said City.

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

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

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

(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.

Upon the effective date of this lease the following leases heretofore entered into shall terminate and be of no force or effect, save only that there shall be an adjustment between the City and the lessee of any rentals payable or paid under the said leases:

Lease between The City of San Diego and Walter J. Henderson, dated May 1, 1935, and on file in the office of the City Clerk of said City under Document No. 292655, and which said lease was on August 26, 1943, assigned to lessee, R. E. Hazard Contracting Company.

Lease between The City of San Diego and R. E. Hazard Contracting Company, dated September 1, 1943, and on file in the office of the City Clerk of said City under Document No. 345323.

Lease between The City of San Diego and R. E. Hazard Contracting Company, dated March 8, 1945, and on file in the office of the City Clerk of said City under Document No. 352696.

Lease between The City of San Diego and R. E. Hazard Contracting Company, dated July 31, 1945 and on file in the office of the City Clerk of said City under Document No. 355714.

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

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

THE CITY OF SAN DIEGO, Lessor.

By EMIL KLICKA

A. BORTHWICK

R. H. VAN DEMAN

Members of the Harbor Commission

R. E. HAZARD CONTRACTING COMPANY Lessee

By R. E. HAZARD

Pres.

ATTEST: R. E. HAZARD JR.

I hereby approve the form of the foregoing Lease, this 3 day of January, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease with R. E. Hazard Contracting Company; being Document No. 358588.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

A G R E E M E N T

THIS AGREEMENT, Made and entered into this 31st day of December, 1945, by and between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter referred to as the "City", and the COUNTY OF SAN DIEGO, a political subdivision of the State of California, hereinafter referred to as the "County", WITNESSETH:

WHEREAS, The City of San Diego has established and is now maintaining a library for collecting and disseminating knowledge and information valuable to the various departments of the City and County governments and to the officers and employees of said City and County governments; and

WHEREAS, this library, known and designated as the Governmental Reference Library is being maintained and operated for the joint use and benefit of the officers and employees of the City and the County;

NOW, THEREFORE, It is agreed by and between the City and the County, as follows:

I.

That the City will continue to maintain and operate the Governmental Reference Library in a suitable room or suite of rooms in the Civic Center Building in that portion of the building which is under the control of the City of San Diego;

II.

It is further agreed that the same services, privileges and rights shall be given and extended to both the City and the County officers and employees using said Library;

III.

That the Librarian shall be an employee of The City of San Diego and be under Civil Service of said City, and said librarian shall at all times be responsible to the City Librarian.

IV.

It is understood and agreed that the City Librarian and the County Librarian shall make rules and regulations governing the use of the Governmental Reference Library and the use of the books, magazines, pamphlets, maps, etc., belonging to said library and all persons using said library shall comply with such rules and regulations.

V.

As a consideration for the use of the Governmental Reference Library by the County officers and employees, the County agrees to pay the City one-half of the annual amount expended by the City in maintaining and operating such library;

Provided however, that for the fiscal year 1945-46, the cost to the County shall not exceed the sum of \$2085.00, said payment to be made upon the adoption of this agreement by both the City and the County;

This contract covers the fiscal year 1945-46, beginning July 1, 1945 and ending June 30, 1946, and may be renewed from year to year as long as the operation of the Library is satisfactory to both parties.

VI.

In the event of the termination of this contract, the property belonging to the Library shall be divided as follows:

All books, magazines, pamphlets, maps, etc. donated by any department of the City or by any officer or employee of the City, and all desks, shelves, files and other equipment of the Library shall become the property of the City or be returned to the department or person who donated it, and all books, magazines, pamphlets, maps, etc., donated by any departments of the County or by any officer or employee of the County, shall become the property of the County or be returned to the department or person who donated it.

It is further understood and agreed that books, magazines, pamphlets, maps, equipment, etc., purchased from the joint funds furnished by the parties to this contract shall be equally divided between the City and the County upon the termination of this contract, or if either desires to sell its interest upon the termination of the contract, the other party shall be given the first refusal as to the purchase thereof.

VII.

It is understood and agreed that the City Librarian, cooperating with the County Librarian shall keep a complete and accurate inventory of all property and show the source from which obtained and shall furnish an annual report covering purchases made and the number of volumes, books, magazines, pamphlets, maps, etc., used by the City and the County officers and employees; and such other information as the said librarian shall deem of interest to the City and to the County.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by its City Manager acting under and pursuant to Resolution No. 82390 of the City Council, duly and regularly adopted by said Council on the 8th day of January, 1946; and, This Agreement is executed on behalf of the County of San Diego by the Chairman of its Board of Supervisors, pursuant to authority so to do contained in Resolution duly and regularly adopted by said Board of Supervisors on the 31st day of December, 1945;

Dated, the day and year in this Agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

COUNTY OF SAN DIEGO

By DAVID W. BIRD

Chairman Its Board of Supervisors

ATTEST: J. B. McLEES, County Clerk
and ex-officio Clerk of Board of
Supervisors.

M. NASLAND Deputy (SEAL)

I HEREBY APPROVE the form and legality of the foregoing Agreement, this 11th day of January, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY

Deputy City Attorney

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3 day of January, 1946.

THOMAS WHELAN, District Attorney

By E. I. KENDALL

Deputy District Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with County of San Diego relative to operation of Governmental Reference Library; being Document No. 358610.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

UNDERTAKING FOR STREET LIGHTING.

La Jolla Lighting District No. 1.

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of FOUR HUNDRED NINETY-TWO DOLLARS (\$492.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 28th day of December, 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. 81771, adopted by the Council of said City on September 18, 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 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.

ATTEST: R. C. CAVELL
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 28th day of December, 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

I hereby approve the form of the foregoing Undertaking this 14 day of January, 1946.

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. 82265 passed and adopted on the 18th day of December, 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 15th day of January, 1946, 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 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, 1946, to-wit: to and including December 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 La Jolla Lighting District No. 1", filed September 27, 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 Sixty-five Dollars (\$1965.00) in twelve equal monthly installments drawn upon that

certain special fund in the hands and under the control of the City Treasurer of said City, designated as "La Jolla Lighting District No. 1 Fund."

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

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

And it is agreed and expressly understood by the parties to this agreement that this contract is made in pursuance of the provisions of the "Lighting District Ordinance of 1938" and that in pursuance of the provisions of said ordinance an assessment has been levied for said sum of One Thousand Nine Hundred Sixty-five Dollars (\$1965.00).

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

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

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
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 14 day of January, 1946.

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 Lighting District No. 1; being Document No. 358651.

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

By FT Patten Deputy

LEASE

THIS AGREEMENT, made and entered into this 9 day of January, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the City, and BEN GARBANI, of Descanso, California, hereinafter called the Lessee, WITNESSETH:

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

Lots 1, 2, 7 and 8, Block 5, and Lots 1 and 2, Block 3, Cajon Park, comprising 60 acres of land, more or less.
For a term of three (3) years, beginning on the 1st day of March, 1946, and ending on the 28th day of February, 1949, at the following rentals: Ninety Dollars (\$90.00) per year payable in advance at the office of the Lessor annually during said term.

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

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

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

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

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

Fifth. The City reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of same, and/or for the purpose of drilling, operating and maintaining wells and pipelines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises nor shall the lessee be allowed to pump water from the sub-surface sands.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave,

surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving 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. 82391 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 F. A. RHODES
City Manager
BEN GARBANI
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 21st day of January, 1946.
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 Ben Garbani on Lots 1, 2, 7 and 8 Block 5 and Lots 1 and 2, Block 3 Cajon Park; being Document No. 358888.

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

UNDERTAKING FOR STREET LIGHTING.

Eighth Avenue Lighting District No. 1

KNOW ALL MEN BY THESE PRESENTS, That we, SAN DIEGO GAS & ELECTRIC COMPANY, a corporation organized and existing under and by virtue of the laws of the State of California, as Principal, and THE CENTURY INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as Surety, are jointly and severally bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ELEVEN DOLLARS (\$11.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 14th day of January, 1946.

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 EIGHT 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 along 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: R. C. CAVELL
Secretary (SEAL)
ATTEST: (SEAL)
STATE OF CALIFORNIA,)
County of San Diego) ss.
On this 14th day of January, A.D., 1946, 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.

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.

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

(SEAL) FRANCES S. BOWERS
Notary Public in and for said County and State.
I hereby approve the form of the foregoing Undertaking this 22 day of January, 1946.
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. 82345 passed and adopted on the 31st day of December, 1946, 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 22nd day of January, 1946, 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 along 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 along 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, 1946, to-wit: to and including December 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 Eighth Avenue Lighting District No. 1", filed October 10, 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 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: R. C. CAVELL (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. C. DAIL
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 22 day of January, 1946.

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. 358894.

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

By F. P. Patterson 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 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 14th day of January, 1946.

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: R. C. CAVELL (SEAL) Secretary
SAN DIEGO GAS & ELECTRIC COMPANY
By A. E. HOLLOWAY Vice President in Charge of Sales Principal
THE CENTURY INDEMNITY COMPANY
By FRANKLIN T. HALE Attorney-in-Fact Surety

ATTEST: (SEAL)

STATE OF CALIFORNIA, }
County of San Diego } ss.
On this 14th day of January, A.D., 1946, 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
I hereby approve the form of the foregoing Undertaking this 22 day of January, 1946.
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. 82344 passed and adopted on the 31st day of December, 1946, 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 22nd day of January, 1946, 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, 1946, to-wit: to and including December 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 Seventh Avenue Lighting District No. 1", filed October 10, 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 Fifty-one 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 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 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: R. C. CAVELL (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. 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 22 day of January, 1946.

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 Seventh Avenue Lighting District No. 1 contract; being Document No. 358895.

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

By F. Patten Deputy

AGREEMENT BETWEEN THE CITY OF SAN DIEGO
AND THE DEPARTMENT OF PUBLIC WORKS

THIS AGREEMENT, executed in triplicate, 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,

W I T N E S S E T H:

WHEREAS, pursuant to the provisions of Chapter 675, Statutes of 1939, an agreement was entered into on December 9, 1941, by and between the Department of Public Works of the State of California and the State Park Commission for performance of dredging operations and incidental work for the improvement and development of Mission Bay State Park and Mission Bay; and

WHEREAS, a further contract pursuant to said Chapter 675, Statutes of 1939, was entered into by and between the State of California, by the Department of Public Works and the Newport Dredging Company, a corporation, for the construction of a fill by hydraulic dredging in Mission Bay State Park, which contract was approved by the Attorney General on April 29, 1942; and

WHEREAS, the funds heretofore made available for the performance of said work under said contract with said Newport Dredging Company, are insufficient to complete the proposed hydraulic fill;

NOW THEREFORE, in consideration of the premises and of the several promises to be faithfully performed by each as hereinafter set forth, the parties hereto mutually agree as follows:

ARTICLE I DESCRIPTION OF WORK

The work to be done under this agreement shall consist of additional hydraulic dredging for the construction of a fill in Mission Bay.

ARTICLE II PLANS AND SPECIFICATIONS

The work shall be done in accordance with plans and specifications heretofore approved by the State Park Commission, said plans being entitled, "State of California, Department of Public Works, Division of Water Resources, Dredger Fill Mission Bay State Park, authorized by Chapter 675, Statutes of 1939, for State Park Commission, approved, February 20, 1942, Edward Hyatt, State Engineer, approved by resolution dated January 3, 1942, State Park Commission, Matthew M. Gleason, Chairman."

ARTICLE III PERFORMANCE OF WORK

The Department shall do or cause to be done under its direct supervision, the work provided for in this agreement, in accordance with the approved plans and specifications.

The Department shall negotiate with the Newport Dredging Company for a memorandum of agreement amending the existing contract, approved by the Attorney General on April 29, 1942, for additional dredging in the amount of 100,000 cubic yards at not to exceed \$0.20 per cubic yard.

ARTICLE IV FUNDS

The City, upon execution by it of this agreement, shall forward to the Department for transmission to the State Treasury for deposit in the Water Resources Revolving Fund (formerly Water Resources Fund), the sum of Twenty Thousand Dollars (\$20,000.00) for expenditure by the Department in the performance of the work provided for under this agreement.

If the Director of Finance, within thirty (30) days after receipt by the Department of said sum from the City, shall not have approved the deposit thereof into said Water Resources Revolving Fund, said sum shall be returned upon demand by the City, if such demand is made after the expiration of said thirty (30) days and prior to the approval of such deposit.

No part of said sum of Twenty Thousand Dollars (\$20,000.00) shall be expended except for the performance of the work provided under this agreement, and then only if the Department is successful in negotiating an amendatory contract as aforesaid with the Newport Dredging Company for additional dredging of 100,000 cubic yards at not to exceed \$0.20 per cubic yard and after completion of the dredging of approximately 200,000 cubic yards of dredger fill now under contract.

In the event the Department is unable to negotiate an amendatory contract as aforesaid, the said Twenty Thousand Dollars (\$20,000.00) shall be returned to the City and any portion thereof that may be unexpended after the completion of said additional hydraulic dredging as provided for under this agreement, shall be returned to the City.

The Department 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 Twenty Thousand Dollars (\$20,000.00) as made available by the City.

If funds are exhausted before completion of the work provided for in this agreement, the Department 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, the Department shall furnish to the City a statement of all the expenditures made under this agreement.

ARTICLE V CONTINGENT UPON DEPOSIT OF FUNDS

Notwithstanding anything contained in this agreement, contrary hereto or in conflict herewith, this agreement is made contingent upon receipt of the sum of Twenty Thousand Dollars (\$20,000.00) from the City and the approval of the Director of Finance for deposit thereof in the Water Resources Revolving Fund. This agreement shall become effective only if, and when, said approval for deposit has been given and said sum has been deposited pursuant thereto.

ARTICLE VI MISCELLANEOUS PROVISIONS

All data and records pertaining to the work covered by this agreement in the possession or control of the Department or the City shall be made fully available to each other 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 said Director of Public Works, 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 shall not be responsible or liable for the maintenance or operation of the work done hereunder or for its adequacy in any respect.

The City shall furnish all rights of way and rights to use lands as may be necessary for the performance of said work and 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 Twenty Thousand Dollars (\$20,000.00) available for said work under this agreement.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures and official seals, the City on the 6th day of December, 1945, and the Department on the 18th day of January, 1946.

Approval Recommended:
EDWARD HYATT State Engineer

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

Approval Recommended:
C. C. CARLETON Chief Attorney,
Department of Public Works

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

Approved:
JAMES S. DEAN
Director of Finance

Approved as to form:
J. F. DuPAUL City Attorney City of San Diego

Approval Recommended:
SPENCER BURROUGHS Principal Attorney
for Division of Water Resources

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract between City of San Diego and State Department of Public Works for dredging Mission Bay; being Document No. 358910.

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

By Francis T. Tatten Deputy

RELEASE

In consideration of the sum of \$560.39, receipt of which is hereby acknowledged, the City does hereby release WAYNE W. DAILARD and E. A. WAKELIN, from any and all claims existing under and by virtue of that certain lease agreement covering the Mission Beach Amusement Center, dated the 29th day of April, 1942, and filed in the Office of the City Clerk of the City of San Diego as Document No. 338313, and hereby acknowledges the leased premises to be in as good condition as when leased, reasonable wear and tear and damage by the elements excepted.

DATED: January 25th, 1946.

G. E. ARNOLD
G. E. Arnold, Acting City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Release to Wayne W. Dailard and E. A. Wakelin under lease at Mission Beach Amusement Center; being Document No. 358961.

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

By F. Tatten Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 14th day of January, 1946, 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	Certificate No.	Date Deeded to State	Deed No.
Undivided 1/2 Lots 40 to 48, Block 290, Seaman & Choate's Addition	6/29/31	12997	7/1/36	713
Undivided 1/2 Lots 40 to 48, Block 290, Seaman & Choate's Addition	6/29/31	12998	7/1/36	714
Lot 11, Block 291, Seaman & Choate's Addition	6/30/30	13749	8/1/35	427
Lots 36 to 39, Block 291 1/2, Seaman & Choate's Addition	6/29/31	13013	7/1/36	719

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 exercised 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 (As of date of execution of Agreement)	2nd Payment (Anniversary Date of Agreement)	3rd Payment (2nd Anniversary Date of Agreement)	Final Payment (Upon exer- cise of Option)
Undivided 1/2 Lots 40 to 48 inc. Block 290, Seaman & Choate's Addition	\$0.50 each	\$0.50 each	\$0.50 each	\$5.00 each
Undivided 1/2 Lots 40 to 48 inc. Block 290 Seaman & Choate's Addition	\$0.50 each	\$0.50 each	\$0.50 each	\$5.00 each
Lot 11, Block 291, Seaman & Choate's Addition	\$1.00	\$1.00	\$1.00	\$10.00
Lots 36 to 39, inc. Block 291 1/2, Seaman & Cheate's Addition	\$1.00 each	\$1.00 each	\$1.00 each	\$10.00 each

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 agree- ment, 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 valua- tion of said segregated portion, placed thereon by the assessor at the time of segrega- tion, 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 segre- gated 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 reso- lution duly passed and adopted on the 14th day of January, 1946, has caused this agree- ment 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. 82227, adopted on the 12th day of December, 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 agree- ment, 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 JAN 3 1946

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 January 21, 1946

HARRY B. RILEY, Controller of
the State of California

By BERT FOSTER

Deputy

(SEAL)

APPROVED as to form Date 1/7/46
THOMAS WHELAN, District Attorney in and for
the County of San Diego, State of California
By CARROLL H. SMITH

Deputy

Date Dec. 27, 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
Option to Purchase Tax-Deeded Lands from the State of California; being Document No. 358958.

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 29 day of January, 1946, 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 that City-owned property commonly known as the Isolation Hospital, situate in the City of San Diego, County of San Diego, State of California, located on the following described property, to-wit:

The southwest quarter of Pueblo Lot 1100 of the Pueblo Lands of San Diego, according to the map thereof by James Pascoe filed as Miscellaneous Map No. 36 in the office of the County Recorder of said County of San Diego, except that portion thereof lying within Addition to Silver Terrace, according to the map thereof No. 430, filed in the office of said County Recorder; also, Lots 20, 21, 22 and 23, in Block E of Addition to Silver Terrace, according to said Map No. 430; also, that portion of Pueblo Lot 356 of the Pueblo Lands of San Diego, according to the Map thereof by Chas. H. Poole, filed as Miscellaneous Map No. 35 in the office of said County Recorder (said Pueblo Lot 356 being also known as Block 356 of Old San Diego), conveyed by description in deed from P. C. Remondino to The City of San Diego dated July 31, 1913, recorded October 16, 1913, in Deed Book 624, at page 436, in the office of said County Recorder; subject to all encumbrances or adverse claim of title; excepting from said above-described lands and from this lease all public streets, alleys, avenues and highways.

For a term of five (5) years, beginning on the 15th day of January, 1946, and ending on the 14th day of January, 1951, at the following rentals: Seven Hundred Twenty Dollars (\$720.00) 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 storage 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. Lessee agrees to grade and oil with penetration oil 30 feet of Gaines Street west of said Isolation Hospital, to a junction with Morena Boulevard; to regrade Gaines Street, east of the above site, between Azusa Street and Benicia Streets, including the furnishing and installing of 140 feet of 24" reinforced pipe drain and construction of a 6 foot fill over said drain.

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 and 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. 3110 of the Council authorizing such execution, and said lessee has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO, Lessor,

By F. A. RHODES

City Manager

R. E. HAZARD,

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 29th day of January, 1946.

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 R. E. Hazard for Isolation Hospital; being Document No. 358990.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

UNDERTAKING FOR STREET LIGHTING.

Presidio Hills 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 NINETY-EIGHT DOLLARS (\$98.00), lawful money of the United States of America, to be paid to said The City of San Diego, for which payment, well and truly to be made, we hereby bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 23rd day of January, 1946.

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 COSOY WAY, ALTAMIRANO WAY, MARILUISE WAY and PRESIDIO DRIVE, for their entire length within Presidio Hills, according to the Map of Presidio Hills No. 1934, on file in the office of the County Recorder of San Diego County, 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: 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 FRANKLIN T. HALE
Attorney-in-Fact
Surety

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

On this 23rd day of January, A.D., 1946, before me, Frances S. Bowers, a Notary Public in and for the said County and State, personally appeared Frank 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

I hereby approve the form of the foregoing Undertaking this 29 day of January, 1946.

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. 82416 passed and adopted on the 15th day of January, 1946, require and fix the sum of \$98.00 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

Presidio Hills Lighting District No. 1

THIS AGREEMENT, made and entered into this 29th day of January, 1946, 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:

COSOY WAY, ALTAMIRANO WAY, MARILUISE WAY and PRESIDIO DRIVE, for their entire length within Presidio Hills, according to the Map of Presidio Hills No. 1934, on file in the office of the County Recorder of San Diego County, California.

Such furnishing of electric current shall be for a period of one year from and including February 1, 1946, to-wit: to and including January 31, 1947.

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 Presidio Hills Lighting District No. 1", filed October 25, 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 Three Hundred Ninety Dollars (\$390.00) 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 "Presidio Hills 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 Ninety Dollars (\$390.00) shall be paid out of any other fund than said special fund designated as "Presidio Hills 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 Ninety Dollars (\$390.00).

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: R. C. CAVELL (SEAL)
Secretary

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

THE CITY OF SAN DIEGO
By CHAS. C. DAIL
CHARLES B. WINCOTE
PAUL J. HARTLEY
ERNEST J. BOUD
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 29 day of January, 1946.
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 Presidio Hills Lighting District No. 1; being Document No. 359009.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. SICK 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 23rd day of January, 1946.

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: 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 FRANKLIN T. HALE Attorney-in-Fact
Surety

STATE OF CALIFORNIA,

County of San Diego

ss.

On this 23rd day of January, A.D., 1946, 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

I hereby approve the form of the foregoing Undertaking this 29 day of January, 1946.

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. 82417 passed and adopted on the 15th day of January, 1946, 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 29th day of January, 1946, 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 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, 1946, to-wit: to and including January 29, 1947.

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 25, 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 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: R. C. CAVELL (SEAL)
Secretary

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

THE CITY OF SAN DIEGO
By 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 approve the form of the foregoing Contract, this 29 day of January, 1946.
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 Garnet Street Lighting District; being Document No. 359010.
FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Mary G. Orozco is the owner of Lot East 1/2 Lot 6, Block 14, Gardners,
NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of December, 1945,
by Mary G. Orozco that I will, for and in consideration of the permission granted to
remove 10 feet of curbing on C St. between 15th St. and 16th St. adjacent to the above
described property, bind myself to, and I hereby by these presents agree to remove any
driveway constructed in pursuance hereto, and to replace the curbing at such time as the
City Council of San Diego directs me so to do, and comply therewith at my own expense and
with no cost or obligation on the part of The City of San Diego.

And further 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 agreement herein named.

MARY G. OROZCO
2712 Broadway, San Diego 2, Calif.

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

On this 1st day of December, 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 Mary G. Orozco known to me to be the person described in
and whose name is subscribed to the within instrument, and acknowledged to me that she
executed the same.

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

(SEAL)

J. H. JOHNSON
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 December, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 17 1945 20 min. past 9 A.M. in Book 2009 at page 291 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

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

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

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

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Mary C. Orozco; being Document No. 357906.

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

By FT 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, Grace C. Smith is the owner of Lot The North One-Half of I and all of
Lot J, Block 232, of Hortons Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 5 day of November 1945,
by Grace C. Smith that she will, for and in consideration of the permission granted to
remove curbing

I
10-feet of curbing on Third Ave. between Fir & Grape St. 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 me so to do, and comply therewith at my own expense and
with no cost or obligation on the part of The City of San Diego.

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

GRACE C. SMITH

(Address)

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 5 day of Nov, 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 Grace C. Smith 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..

WM. G. DILTS
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 DEC 17 1945 20 min. past 9 A.M. in Book 2011 at page 244 of Official Records, San Diego Co., Cal. Recorded at request of

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
C JOHNSON
I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D.County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Grace C. Smith; being Document No. 357907.
FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, James Hervey Johnson is the owner of West 1/2 Lot 6, Block 14, of Gardners addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of December, 1945, by James Hervey Johnson that I will, for and in consideration of the permission granted to remove 10 feet of curbing on C St. between 15th St. and 16th St. adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further 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 agreement herein named.

JAMES HERVEY JOHNSON
929 9th, San Diego 1, Calif.

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

On this 1st day of December, 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 James Hervey Johnson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

BETTY LOU WALLIN
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 DEC 17 1945 20 min. past 9 A.M. in Book 2011 at page 243 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB
C JOHNSON
I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D.County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from James Hervey Johnson; being Document No. 357908.
FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Theodore B. Shern is the owner of Lot N 1/2 of Lot I and S 1/2 of Lot J, Block 13, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of December, 1945, by Theodore B. Shern that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Second Avenue between A Street and B Street, adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove

any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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.

THEODORE B. SHERN
3935 Utah Street San Diego, 4, Calif.

STATE OF CALIFORNIA,)
County of San Diego,) ss.

On this 5th day of December, A.D. Nineteen Hundred and Forty-Five before me, John Cotton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Theodore B. Shern known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)
My Commission expires June 11, 1946

JOHN COTTON
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 December, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 17 1945 20 min. past 9 A.M. in Book 2011 at page 241 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/ Johnson

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Gheofore B. Shern; being Document No. 357945.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT Patten Deputy

AGREEMENT

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, George E. Jennings is the owner of Lot 21, Block 91, of Point Loma Heights,

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of December, 1945, by George E. Jennings that I will, for and in consideration of the permission granted to remove 14 feet of curbing on Brighton between Guizot and Venice 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 to 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 agreement herein named.

GEORGE E. JENNINGS
4437 Brighton St.

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 6th day of December, 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 George E. Jennings known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

AGNES G. ELLS
Notary Public in and for the County of San Diego,
State of California
I hereby approve the form of the foregoing agreement this 10th day of December, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 17 1945 20 min. past 9 A.M. in Book 2011 at page 241 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. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from George E. Jennings; being Document No. 357970.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT Patten Deputy

A G R E E M E N T
Regarding division of property

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS
CITY OF SAN DIEGO }

Mrs. Ruth L. Bess, after being first duly sworn, for herself deposes and says;
That I am the owner of the hereinafter described real property; Nly 75 ft. of Sly
ft. of the Genter Tract in Subdivision Pueblo Lot 1261, located at Eads Street and north
of Genter Street;

That I desire to change the dimensions of legally approved building sites;
That I, in consideration of approval granted by the City of San Diego to change
said dimensions; do hereby covenant and agree to and with said City of San Diego, a
Municipal Corporation, that the Nly 75 ft. of Sly 275 ft. of the Genter Tract in Pueblo
Lot 1261 will be retained in a single ownership, and used as a single parcel of land.

That this agreement shall run with the land and be part of a general plan for the
protection and benefit of all parties concerned, and that if the property should here-
after be conveyed to any other person, firm or corporation that the instrument by means
of which title or any interest in or to said real property, or any parcel thereof, is
conveyed will contain a restriction limiting the use of the part or parcel so conveyed,
or in the event of the conveyance of the whole of said property hereinbefore described,
then to use the whole of said property in keeping with this agreement.

RUTH L. BESS Owner's Name
7336 Eads Ave Address

On this 14th day of December A.D. Nineteen Hundred and forty-five, before me
Clark M. Foote Jr. a Notary Public in and for said County, residing therein, duly commis-
sioned and sworn, personally appeared Ruth L. Bess 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,
My Commission expires March 16, 1947 State of California

RECORDED DEC 21 1945 40 min. past 2 P.M. in Book 2022 at page 11 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.

PHYLLIS A. COPALKO

Copyist 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 by Ruth L. Bess regarding division of property; being Document No. 358088.

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 in a Tire Repair Building 11 ft. by 17 ft.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } SS
CITY OF SAN DIEGO }

T. H. McManus, after being first duly sworn, for himself deposes and says;

That I am the lessee of the hereinafter described real property; Lots C, D and E
Block One Hundred twenty seven (127) Subdivision Mission Beach, located at 3408 Mission
Boulevard;

That I desire to move in and remodel a wooden building to be used for storage and
as a tire repair shop;

That I, in consideration of approval granted by the City of San Diego to move in
and use said building as stated above; do hereby covenant and agree to and with said City
of San Diego, a Municipal Corporation, that I will remove and stucco and paint the
exterior, as shown on sketch and as recorded on Exterior Design Record No. 6928; I will
paint building to match main service building; and I will have the work completed within
sixty (60) days from this date.

That this agreement shall run with the land and be part of a general plan for the
protection and benefit of all parties concerned, and that if the property should here-
after be conveyed to any other person, firm or corporation that the instrument by means
of which title or any interest in or to said real property, or any parcel thereof, is
conveyed will contain a restriction limiting the use of the part or parcel so conveyed,
or in the event of the conveyance of the whole of said property hereinbefore described,
then to use the whole of said property in keeping with this agreement.

T. H. McMANUS Owner's Name
2870 Preece St Address

On this 21st day of December A.D. Nineteen Hundred and forty-five, before me,
a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared T. H. McManus known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he exe-
cuted the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in San Diego County of San Diego, State of California, the day and year in
this certificate first above written.

(SEAL) CLARK M. FOOTE JR.
Notary Public in and for the County of San Diego,
My Commission expires March 16, 1947 State of California

RECORDED DEC 31 1945 25 min. past 9 A.M. in Book 2015 at page 87 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

PEARL M. ROSS

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Agreement with T. H. McManus regarding moving in a tire repair building; being Document
No. 358248.

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, Louis B. Evert is the owner of Easterly 75.00 ft of Lots 27, 28 & 29, Block H, of Montecello

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of September, 1945, by Louis B. Evert that he will, for and in consideration of the permission granted to remove 10 feet of curbing on Monroe Avenue between Winona Avenue and 50th Street adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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 agreement herein named.

LOUIS B. EVERT
4160 Hamilton Street, San Diego

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 19th day of Sept, A.D. Nineteen Hundred and 45 before me August M. Wadstrom, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis B. Evert known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 26th day of December, 1945.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED DEC 31 1945 25 min. past 9 A.M. in Book 2015 at page 88 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

I certify that I have correctly transcribed this document in above mentioned book.
ROGER N. HOWE, County Recorder
By Deputy D. COLE
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 Louis B. Evert; being Document No. 358279.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. 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, Louis Moorsteen is the owner of Lot 6 & 8, Block 64, of Middletown,
NOW, THEREFORE, This AGREEMENT, signed and executed this 2 day of January 1946, by Louis Moorsteen that he will, for and in consideration of the permission granted to remove 40 feet of curbing on Kettner between Ivy & Juniper and 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 agreement herein named.

LOUIS MOORSTEEN
2157 India St.

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 2nd day of January, A.D. Nineteen Hundred and forty-six before me R. O. Roginson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Louis Moorsteen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) R. O. ROGINSON
R.O. Roginson Notary Public in and for the County
My Commission expires May 14, 1948 of San Diego, State of California

I hereby approve the form of the foregoing agreement this 4th day of January, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED JAN 12 1946 50 min. past 9 A.M. in Book 2007 at page 374 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
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 Louis Moorsteen; being Document No. 358443.

FRED W. SICK
City Clerk of the City of San Diego, California

By HT Peters 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 23rd day of January, 1946.

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, and GUIZOT STREET, within the limits and as particularly described in Resolution of Intention No. 81846, adopted by the Council of said City on October 2, 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 FRANKLIN T. HALE
Attorney-in-Fact
Surety

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 23rd day of January, A.D., 1946, 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
I hereby approve the form of the foregoing Undertaking this 29 day of January, 1946.
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. 82418 passed and adopted on the 15th day of January, 1946, require and fix the sum of \$135.00 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.

Sunset Cliffs Lighting District No. 1

THIS AGREEMENT, made and entered into this 29th day of January, 1946, 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, 1946, to-wit: to and including January 14, 1947.
 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 16, 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 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 than said special 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 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: R. C. CAVELL (SEAL)
 Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
 By A. E. HOLLOWAY
 Vice President in Charge of Sales

THE CITY OF SAN DIEGO
 By 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 approve the form of the foregoing Contract, this 29 day of January, 1946.
 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 Sunset Cliffs Lighting District No. 1; being Document No. 359011.
 FRED W. SICK
 City Clerk of the City of San Diego, California

By F. T. Patten Deputy

DEPARTMENT OF COMMERCE BUREAU OF THE CENSUS
 Washington
 A G R E E M E N T

WHEREAS, The City Manager of the city of San Diego, County of San Diego, State of California, has requested that a special census of the city of San Diego be taken, under Federal supervision, as soon as possible; and

WHEREAS, It being to the great advantage of the said city that its present population shall be accurately and officially determined; and

WHEREAS, The foregoing facts having been brought to the attention of the Secretary of Commerce by the Director of the Census, the Secretary of Commerce has directed that a special census of the said city of San Diego be taken under the direction and supervision of the Bureau of the Census;

NOW, THEREFORE, This agreement, made this Thirtieth day of January, in the year 1946, between F. A. Rhodes, City Manager of the city of San Diego, San Diego County, California, party of the first part, and J. C. Capt, Director of the Census, acting under the authority of the Secretary of Commerce, party of the second part.

WITNESSETH, That the said parties, for and in consideration of the facts hereinbefore recited and of the matters hereinafter referred to and set forth do hereby covenant and agree with each other as follows:

First.- That the party of the first part will provide the necessary funds (1) to defray the traveling expenses, to cover the salary and an allowance of six dollars per day for subsistence, and other reasonable and necessary expenses incurred in connection with his work by Harvey B. Mitchell, who has been designated by the Director of the

Census to supervise the taking of the special census of San Diego city, San Diego County, California, and who is hereinafter referred to as "the supervisor," (2) to defray similar expenses incurred by the assistants to the supervisor, and (3) for the compensation of such enumerators, crew leaders, and clerical assistants as may be employed in connection with the said special census.

Second.- That the party of the first part will supply the supervisor with proper quarters in the city hall or some other suitable building adequately equipped with office furniture and with a typewriter, if needed by the supervisor.

Third.- That the party of the second part, upon the receipt of the schedules returned by the enumerators, will officially announce the results of the said special census at as early a date as may be practicable; provided, That the supervisor, upon the completion of the enumeration and his verification thereof, may, in his discretion, transmit to the party of the first part a statement, to be regarded as preliminary and subject to correction, of the total number of persons enumerated at the special census aforesaid.

Fourth.- That the said supervisor shall appoint such number of enumerators or other assistants as he may deem necessary for the proper conduct of the work, it being understood that the party of the first part must recruit the necessary enumerators and other assistants, but their appointments shall be entirely discretionary with the supervisor.

Fifth.- That the data collected by the enumerators shall be regarded as strictly confidential and shall be returned on the proper schedules direct to the supervisor, who will transmit them to the Bureau of the Census for official announcement.

And it is further mutually covenanted and agreed by and between the parties hereto that the supervisor shall, under the direction of the party of the second part, have full and complete charge of every feature of the aforesaid enumeration; that the said supervisor shall not be interfered with in any manner whatsoever by the party of the first part nor by any representative of the party of the first part; and that should any misunderstanding or dispute arise as to what are reasonable and necessary expenses within the scope and meaning of this agreement, the question shall be referred to the Secretary of Commerce, whose decision shall be final.

IN TESTIMONY HEREOF, The parties, to wit, F.A.Rhodes, City Manager of the city of San Diego, California, party of the first part, and J. C. Capt, Director of the Census, party of the second part, in the capacity and under the authority aforesaid, have affixed their signatures the day and year above written.

Signed in the presence of:

FRED W. SICK

City Clerk

(SEAL)

F. A. RHODES

City Manager, San Diego, California

J. C. CAPT

J. C. Capt, Director of the Census

GENEVIEVE D. WELSH

Approved 1-30-46 J. H. McKINNEY
Dep. City Atty.

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 \$50,000.00

Dated Feb. 4, 1946

J. McQUILKEN

Auditor and Comptroller of the City of San Diego, California

To be paid out of General Appropriations-Census (40)

Memo Contract with Bureau of Census, Department of Commerce and other necessary costs in connection with taking of special census.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with Department of Commerce Bureau of Census for special census of City of San Diego; being Document No. 359065.

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, Palmer Groenewold is the owner of Lot 5, Block 63, of Middletown

NOW, THEREFORE, This AGREEMENT, signed and executed this 7th day of January, by Paomer Groenewold that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Kettner Blvd. between Ivy and Juniper 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 agreement herein named.

PALMER GROENEWOLD

1254 Kettner Blvd San Diego (1) Calif.

STATE OF CALIFORNIA,)

County of San Diego)

ss

On this 7th day of January, A.D. Nineteen Hundred and forty-six before me Theo. Fintzelberg, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Palmer Groenewold known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) 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 14th day of January, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED JAN 18 1946 54 min. past 9 A.M. in Book 2027 at page 111 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 Palmer Groenewold; being Document No. 358652.
FRED W. SICK
City Clerk of the City of San Diego, California
By FI Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That UNDERWOOD CORPORATION, a 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 NINE HUNDRED EIGHTY-FOUR Dollars (\$984.00), lawful
money of the United States of America, to be 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 _____, 1946.
THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said
principal has entered into the annexed contract with The City of San Diego, to furnish
and deliver: 2 - Model D284021-24FF Sundstrand Composite Statistical Machines, in accord-
ance with the specifications referred to in said contract, and for the contract price
therein set forth.
NOW, THEREFORE, if the said principal shall faithfully perform the said contract,
then the above obligation to be void; otherwise to remain in full force and effect.
ATTEST: W. L. BRECKWOLDT
Assistant Secretary
UNDERWOOD CORPORATION (SEAL)
GEO. A. WERNER JR.
Assistant Treasurer
Principal
AMERICAN SURETY COMPANY OF NEW YORK (SEAL)
By H. W. ACKERMAN
ATTEST: A. M. TRAPP
Resident Assistant Secretary
22-460-104 Surety
I hereby approve the form of the within Bond, this 4th day of February, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney
I hereby approve the foregoing bond this 4th day of February, 1946.
F. A. RHODES,
City Manager

CONTRACT
THIS AGREEMENT, made and entered into at The City of San Diego, State of California,
this 4th day of February, 1946, by and between THE CITY OF SAN DIEGO, a municipal corpor-
ation in the County of San Diego, State of California, the party of the first part, and
hereinafter sometimes designated as the City, and UNDERWOOD CORPORATION, a corporation,
party of the second part, and hereinafter sometimes designated as the Contractor, WIT-
NESSETH:
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: 2 - Model D
284021-24FF Sundstrand Composite Machines, with 2 W-DDSD Wood Mountings, in accordance
with the specifications therefor on file in the office of the City Clerk of said City
under Document No. 357963.
Said contractor hereby agrees to furnish and deliver the material above described
at and for the following prices, to-wit:
2 - Model D284021-24FF Sundstrand statistical machines @ \$2050.00 ea \$4100.00
2 - W-DDSD wood mountings 135.00 " 270.00
\$4370.00
Less 10% discount 437.00
\$3933.00
Said price does not include the California Sales Tax.
Contractor agrees to make shipment from its factory at Bridgeport, Conn., in ap-
proximately seven months from the date of execution of this contract.
Said City, in consideration of the furnishing and delivery of said machines 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 machines by said City, will pay said contractor, in warrants drawn
upon the proper fund of said City, the following sum, to-wit: Three Thousand Nine Hundred
Thirty-three Dollars (\$3933.00), together with the California State Sales Tax. Payment
will be made for said machines in accordance with purchase order and delivery.
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 have been engaged, and which are entirely
beyond the control of either party, that may hinder, delay or render impossible the per-
formance 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. 82422 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

UNDERWOOD CORPORATION (SEAL)

GEO. W. WERNER, JR. Assistant Treasurer

Contractor

ATTEST W. L. BRECKWOLDT

Assistant Secretary

I hereby approve the form and legality of the foregoing contract this 4th day of February, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I, W. L. Breckwoldt, Assistant Secretary of Underwood Corporation, a corporation organized under the laws of the State of New Jersey, hereby certify that the following is an extract from the minutes of meeting of the Board of Directors of said corporation duly convened and held on the 22nd day of January 1935.

Upon motion, duly made and seconded, it was unanimously

RESOLVED, that all written proposals or contracts for the sale of merchandise or for the performance of service and any bonds accompanying the same made between this corporation and the Federal, any State, County or Municipal Government or School District, or any of their respective subdivisions, departments or institutions, may be executed by the President, Vice President, Secretary, Treasurer, Assistant Secretary or Assistant Treasurer.

I further certify that said Minutes have not been altered, amended or repealed, and were in force on the 24th day of January 1946, and are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the said corporation, this 24th day of January, 1946.

W. L. BRECKWOLDT (SEAL)

Assistant Secretary

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Underwood Corporation for furnishing two Sundstrand Composite Statistical machines; being Document No. 359261.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That FRANK MUNSTER, an individual doing business under the firm name and style of ATLAS IRON & WIRE WORKS, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE THOUSAND THREE HUNDRED NINETY Dollars (\$1,390.00), lawful money of the United States of America, to be 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 24th day of January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to construct a galvanized mesh fence at the University Heights Playground, located at Idaho Street and Lincoln Avenue, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract,

then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: _____
 FRANK C. MUNSTER
 an individual dba ATLAS IRON & WORE WORKS
 Principal
 LONDON & LANCASHIRE INDEMNITY CO. OF AMERICA
 By THEODORE M. FINTZELBERG Att'y in Fact
 Surety (SEAL)

STATE OF CALIFORNIA County of San Diego ss.

On this 24th day of January, 1946, personally appeared before me Theodore M. Fintzelberg the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California; that he is attorney-in-fact of the London & Lancashire Indemnity Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

(SEAL) N. STEINMETZ
 Notary Public San Diego Co., California
 My Commission expires Dec. 14, 1948

I hereby approve the form of the within Bond, this 6th day of February, 1946.

J. F. DuPAUL, City Attorney
 By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 6th day of February 1946.

F. A. RHODES,
 City Manager

KNOW ALL MEN BY THESE PRESENTS, That FRANK MUNSTER, an individual doing business under the firm name and style of ATLAS IRON & WIRE WORKS, as Principal and LONDON & LANCASHIRE INDEMNITY COMPANY OF AMERICA a corporation organized and existing under and by virtue of the laws of the State of California as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of TWO THOUSAND SEVEN HUNDRED EIGHTY Dollars (\$2,780.00), lawful money of the United States of America, to be 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 24th day of January, 1946.

THE CONDITION OF THE ABOVE 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 galvanized mesh fence at the University Heights Playground, located at Idaho Street and Lincoln Avenue, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 358151.

WHEREAS, the aforesaid penal sum of Two Thousand Seven Hundred Eighty Dollars (\$2,780.00), 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 has hereunto subscribed his name and 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: _____
 FRANK C. MUNSTER (Prop.)
 an individual dba ATLAS IRON & WIRE WORKS
 LONDON & LANCASHIRE INDEMNITY CO. OF AMERICA
 By THEODORE M. FINTZELBERG
 Att'y in Fact. (SEAL)
 Surety.

STATE OF CALIFORNIA COUNTY OF SAN DIEGO ss.

On this 24th day of January, 1946, personally appeared before me Theodore M. Fintzelberg the Attorney-in-fact of the London & Lancashire Indemnity Company of America, with whom I am personally acquainted, who being by me duly sworn, stated, that he resides in the City of San Diego, in the State of California; that he is Attorney-in-fact of the London & Lancashire Indemnity Company of America, the corporation described in and which executed the foregoing instrument; that he knows the corporate seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said Company; that he signed his name thereto as Attorney-in-fact under like authority, and that said authority has not been revoked nor rescinded.

(SEAL) N. STEINMETZ
 Notary Public San Diego Co., California
 My Commission expires Dec. 14, 1948

I HEREBY APPROVE the form of the foregoing Bond this 6th day of February, 1946.

J. F. DuPAUL, City Attorney,
 By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 6th day of February, 1946.

F. A. RHODES,

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 24th day of January, 1946, by and between THE CITY OF SAN DIEGO, a municipal 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 MUNSTER, an individual doing business under the firm name and style of ATLAS IRON & WIRE WORKS, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The construction of galvanized mesh fence at University Heights Playground, located at Idaho Street and Lincoln Avenue, 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. 358151; provided, however, that the contractor is not bound by the paragraph in said specifications entitled, "Tennis court posts", but may set posts in ground and is not required to furnish new sleeves.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Five Thousand Five Hundred Sixty Dollars (\$5,560.00).

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 90 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by him to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Five Thousand Five Hundred Sixty Dollars (\$5,560.00), said payments to be made as follows: Upon completion of said work 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, or 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 have been 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 not to 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 to 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 Engineer of said City. Further, that contractor 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 contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said 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 Engineer may be deemed necessary or

expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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>
Iron Workers.....	\$12.00
Laborers.....	\$ 8.00

Foremen not less than \$1.00 per day above laborer and journeyman classification.

For overtime and on Sundays and legal holidays, one and one-half times 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 of 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. 82387 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

FRANK C. MUNSTER
an individual dba ATLAS IRON & WIRE WORKS

I HEREBY APPROVE the form and legality of the foregoing contract this 6th day of February, 1946.

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 Atlas Iron & Wire Works for construction of galvanized mesh fence at University Heights Playground; being Document No. 359275.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

Negotiated Agreement
LEASE NO. W 04-193 ENG 1334

SUPPLEMENTAL AGREEMENT TRANSFERRING
IMPROVEMENTS TO LESSOR

THIS SUPPLEMENTAL AGREEMENT entered into this 22nd day of December 1945, 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 1 October 1943 a lease was entered into between the Lessor and the Government covering all of that certain unimproved parcel of real property located approximately 150 feet northeast of West Point Loma Boulevard and adjoining Mission Bay, in the City of San Diego, County of San Diego, State of California, more particularly described as: That portion of Lot 59, Block 103, Ocean Bay Beach lying south and west of that certain unnamed dedicated roadway as shown on City Engineer's Map of said Lot 59 and also

lying north of San Diego Railway Right-of-Way; according to Map thereof No. 1189 on file in the office of the County Recorder of said San Diego County:

Excepting therefrom, an easement and right-of-way for road purposes as the same now exist, running in an east and west direction, across said property. Containing approximately 1.38 acres for the period 1 October, 1943 to June 30, 1944 and continuing thereafter to 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, subject to the conditions as set forth in Paragraph 3 of said lease.

WHEREAS said lease will terminate on the 23rd day of December, 1945;

WHEREAS the Lessor has given notice that restoration of the premises by the Government said 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 and to pay the sum of Ninety-five and no/100 Dollars (\$95.00) 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 Lessor shall pay to the Government the sum of Ninety-five and no/100 Dollars (\$95.00), 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 24 December 1945, 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 provisions 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:

A. E. CURTIS }
B. BLEW } (Address)
R. W. RINK } 253 Civic Center

CITY OF SAN DIEGO

A Municipal Corporation

By F. A. RHODES

F.A.Rhodes City Manager Lessor

THE UNITED STATES OF AMERICA

By JOHN A. LOOMIS

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 Supplemental Agreement; that F. A. Rhodes, who signed said Supplemental Agreement on behalf of the Lessor, was then City Manager of said corporation; that said Supplemental 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)

SCHEDULE "A"

- 1 - T/O 20' x 50' Barrack (celotex) 6" floor
- 1 - T/L 8 1/2' x 14' Shack
- 1 - T/L 8 1/2' x 10 1/2' Shack

RESOLUTION NO. 82277

(SEAL)

BE IT RESOLVED by the Council of the City of San Diego, as follows:

That the City Manager of The City of San Diego be, and he is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, an agreement with The United States of America, for the restoration of that certain unimproved parcel of real property located approximately 150 feet northeast of West Point Loma Boulevard and adjoining Mission Bay, in the City of San Diego, County of San Diego, State of California, more particularly described as: That portion of Lot 59, Block 103, Ocean Bay Beach lying south and west of that certain unnamed dedicated Roadway as shown on City Engineer's Map of said Lot 59 and also lying north of San Diego Railway Right-of-Way; according to Map thereof No. 1189 on file in the office of the County Recorder of said San Diego County; excepting therefrom, an easement and right-of-way for road purposes as the same now exist, running in an east and west direction, across said property, containing approximately 1.38 acres, and which said property has been occupied by the United States Army under lease between The City of San Diego and the United States of America, dated October 1, 1943, and which lease will terminate on the 23rd day of December, 1945.

I HEREBY CERTIFY the above to be a full, true, and correct copy of Resolution No. 82277, of the Council of the City of San Diego, as adopted by said Council 18 December 1945.

FRED W. SICK City Clerk

BY: /s/ August M. Wadstrom

AUGUST M. WADSTROM Deputy

TERMINAL JOINT SURVEY AND CONDITION REPORT

This Terminal Joint Survey and Condition Report 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-1334 City of San Diego

The following items of restoration are considered by the Lessor to be the only items which are the responsibility of the Government, taking into consideration (a) the original Joint Survey and Statement of Condition of Premises and (b) ordinary wear and tear based on the purpose of the Lease, and are the only items for which the Lessor demands restoration.

Remove 300 T/L Picket Fence 18" high, constructed by Army.

Remove 2 Clothes poles 4' x 4' x 8' high, left by Army.

Remove Sack lined pit 20' x 20'-5' deep and backfill, excavated by Army.

Remove Sack lined pit 12' x 12' x 3' deep and backfill, excavated by Army.
Remove Sack lined pit 20' x 20' x 3' deep and backfill, excavated by Army.
Remove Sack lined Revetment 70' x 50', left by Army.
Remove Sack lined Pit 20' x 20' and backfill, excavated by Army.
Remove Sack lined Pit 20' x 20' x 4' and backfill, excavated by Army.
Remove Sack lined Pit 20' x 20' x 4' and backfill, excavated by Army.
Remove Rock walk edging boulders, left by Army.
The following buildings are located on property covered by Lease No. W 04-193-eng-1334.
1 - 20' x 50' T/O Barracks (Seal Coat)
1 - 9' x 12' T/L Shack
1 - 12' x 15' T/L Shack

CITY OF SAN DIEGO
By: F. A. RHODES
(Owner or authorized representative)
CIVIC CENTER, SAN DIEGO, CAL.
(Address)

Dated 16 August 1945
L. D. VAN HORNE
(United States Representative)
L. D. VAN HORNE
Negotiator San Diego Field Office
(Rank, Organization, Station)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental Agreement transferring improvements to Lessor on Lot 59, Block 103 Ocean Bay Beach, from War Department; being Document No. 359335.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That GRINNELL COMPANY OF THE PACIFIC, a 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 THREE HUNDRED SEVENTY-SEVEN Dollars (\$3,377.00), lawful money of the United States of America, to be 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 January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to install an automatic sprinkler system in Storage Garage and Office Building, City Shops, 20th and B Streets, in the City of San Diego, California, in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: F. R. NOBLE
GRINNELL COMPANY OF THE PACIFIC (SEAL)
C. J. REDDY Secretary & Treasurer
Principal

ATTEST: I. TAYLOR
Resident Assistant Secretary 18-460-173
By A. E. KRULL (SEAL)
Resident Vice President

I hereby approve the form of the within Bond, this 11th day of February, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 11th day of February 1946.

F. A. RHODES,
City Manager

STATE OF CALIFORNIA,)
County of Los Angeles) ss.

On this 31st day of January A.D. 1936, 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. E. Krull personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the American Surety Company of New York, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL) GRACE NICHOLSON
Notary Public in and for the County of Los Angeles,
My Commission expires Jan. 18, 1949 State of California

KNOW ALL MEN BY THESE PRESENTS, That GRINNELL COMPANY OF THE PACIFIC, 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 as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX THOUSAND SEVEN HUNDRED FIFTY-THREE Dollars (\$6,753.00), lawful money of the United States of America, to be 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 January, 1946.

THE CONDITION OF THE ABOVE 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 an automatic sprinkler system in Storage Garage and Office Building, City Shops, 20th and B Streets, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 357972.

WHEREAS, the aforesaid penal sum of Six Thousand Seven Hundred Fifty-three Dollars (\$6,753.00), 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: F. F. NOBLE

GRINNELL COMPANY OF THE PACIFIC (SEAL)
C. J. REDDY Secretary & Treasurer

ATTEST: I. TAYLOR
Resident Assistant Secretary

Principal
AMERICAN SURETY COMPANY OF NEW YORK (SEAL)
By A. E. KRULL Resident Vice President
Surety

Premium included in Performance Bond 18-460-174

I HEREBY APPROVE the form of the foregoing Bond this 11th day of February, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 11th day of February, 1946.

F. A. RHODES

City Manager

STATE OF CALIFORNIA,

County of Los Angeles

ss.

On this 31st day of January A.D. 1946, 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. E. Krull personally known to me to be the Resident Vice-President and I. Taylor personally known to me to be the Resident Assistant Secretary of the American Surety Company of New York, the Corporation described in and that executed the within instrument, and known to me to be the persons who executed the within instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL)

My Commission expires Jan. 18, 1949

GRACE NICHOLSON
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 31st day of January, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GRINNELL COMPANY OF THE PACIFIC, 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 an automatic sprinkler system in Storage Garage and Office Building, City Shops, 20th and B Streets, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 357972; and in addition, the furnishing and installation of an 8" detector check valve, less meter, and the furnishing of 100 feet of 8" cast iron pipe, in lieu of 6" cast iron pipe provided for in the specifications.

The contractor is hereby authorized to furnish, without extra cost, black wrought pipe, painted with one priming coat and one finished coat of lead and oil, in lieu of galvanized pipe required by the said specifications.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: The furnishing of all labor, material and equipment for the installation of an automatic sprinkler system in the Storage Garage and Office Building, City Shops, 20th and B Streets, in accordance with said specifications therefor filed under Document No. 357972,\$13,165.00

In addition, the furnishing and installation of an 8" detector check valve, less meter, 240.00

In addition, the furnishing of 100 feet of 8" cast iron pipe, in lieu of 6" cast iron pipe provided for in the specifications..... 100.00

\$13,505.00

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 90 days from and after the date of the execution of this contract.

Said City, in consideration of the faithful performance by said contractor of each, every and all of the covenants and agreements on the part of said contractor undertaken by it to be performed, and the acceptance of said work by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Thirteen Thousand Five Hundred Five Dollars (\$13,505.00), said payments to be made as follows: Upon completion of said work, 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 have been 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 not to 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 to 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 Engineer of said City. Further, that contractor 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 contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said 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 Engineer may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done; and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor further agrees and covenants that neither said contractor, nor any sub-contractor doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic employed upon any of the work provided for in this contract, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day, except in cases of extraordinary emergency caused by fire, flood or danger to life or property, and it is further provided, agreed and covenanted that said contractor shall forfeit, as a penalty to said City, Ten Dollars (\$10.00) for each laborer, workman or mechanic employed in the execution of this contract by the contractor, or by any subcontractor, upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight hours, in violation of the provisions of Section 196 of the Charter of The City of San Diego.

Said contractor further agrees and covenants that the contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done, any alien contrary to the provisions of Section 197 of the Charter of The City of San Diego, and that the said contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done by the contractor, or by any subcontractor, contrary to the provisions of said Charter, for each calendar day, or portion thereof, during which such alien is permitted or required to labor in violation thereof.

The contractor further agrees that in the performance of the work contemplated by this contract it will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the contractor or any subcontractor in the performance of the work contemplated by this contract; and that the contractor shall forfeit as a penalty to the City Ten Dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the contractor, or by any subcontractor:

Trade or Occupation

Wage Per 8-Hour Day

Sprinkler fitter.....	\$12.64
Sprinkler fitter helper.....	7.60
Painter.....	12.00
Electrical foreman.....	15.60
Journeyman wireman.....	13.60
Laborer.....	8.00

Foreman to receive not less than \$1.00 per diem above Laborer or Journeyman classification.

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem.

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. 82386 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

GRINNELL COMPANY OF THE PACIFIC (SEAL)

By C. J. REDDY Secretary & Treasurer

ATTEST: F. F. NOBLE

I HEREBY APPROVE the form and legality of the foregoing Contract this 11th day of February, 1946.

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 Grinnell Company of the Pacific for installing automatic sprinkler system in buildings at City Shops; being Document No. 359373.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

THIS AGREEMENT, made and entered into this 23rd day of January, 1946, by and between the Treasurer of The City of San Diego, State of California, hereinafter termed the Depositor, and WELLS FARGO BANK AND UNION TRUST CO., a California Corporation, hereinafter termed the Depositary, WITNESSETH:

WHEREAS, from time to time bonds are deposited with the said Treasurer of The City of San Diego, by the Security Trust and Savings Bank of San Diego, to secure deposits of the funds of said City of San Diego, made by it with said bank, all in conformity with the laws of the State of California, pertaining to the deposit of such funds with banks; and

WHEREAS, the Treasurer of The City of San Diego is authorized and empowered under and pursuant to the terms of an Act, entitled, "An Act to authorize and control and deposit in banks of money belonging to or in the custody of any county, city and county, city, town, municipality, or other public or municipal corporation within this State and to repeal all acts or parts of acts in conflict with this Act" (California Statutes 1933, page 642, as amended) to authorize any trust company or trust department of any state or national bank authorized to conduct in this state the business of a trust company (other than said Security Trust and Savings Bank of San Diego) to act as Agent for the purpose of receiving such bonds and to act as Depositary for the safekeeping of such bonds; and

WHEREAS, said Security Trust and Savings Bank of San Diego has consented that Wells Fargo Bank and Union Trust Co., a California corporation, herein referred to as Depositary, be appointed and act as Agent for the purpose of receiving said bonds and also to act as Depositary for the safekeeping of said bonds; and

WHEREAS, said Depositor desires to authorize said Trust Department of said Wells Fargo Bank and Union Trust Co., a California corporation, Agent for the purpose of receiving said bonds, and also as Depositary for the safekeeping of said bonds so deposited with the Depositor by said Security Trust and Savings Bank of San Diego;

NOW, THEREFORE, IT IS AGREED:

That said Depositary is hereby appointed Agent and agrees to act as Agent for said Depositor for the purpose of receiving and to receive said bonds referred to in this agreement;

That said Depositary is hereby appointed and consents to act as Depositary for the safekeeping of said bonds;

That the particular duties and liabilities of said parties hereto shall be as follows:

(a) The Depositary shall retain all bonds deposited with it in the form in which received but subject at any time to withdrawal or other disposition thereof on the written instructions of the Depositor delivered to the Depositary, and the receipt of said Depositor shall constitute a complete discharge to said Depositary from any and all further liability for any bonds so withdrawn or delivered.

(b) The Depositary shall be responsible for the safekeeping of bonds deposited with it and such deposited bonds shall be deemed a trust deposit and be kept separate and apart from any other securities owned or held by said Depositary.

(c) The Depositary is authorized as Agent to clip the coupons on any of said bonds and to deliver said coupons to whomever said Depositor shall, in writing, direct, or to collect the interest represented by said coupons and to disburse the proceeds thereof in accordance with the written instructions of said Depositor.

(d) The Depositary shall from time to time, and at any time upon the request of the Depositor, issue to said Depositor a receipt for any bonds presently delivered to or held by said Depositary.

(e) This agreement is made subject to and in accordance with the Act hereinabove referred to, and nothing herein shall be construed as altering in any way the rights,

duties, and liabilities of the parties hereto as set forth in said Act.

(f) This agreement may be terminated at any time by the Depositor upon giving to the Depositary a written notice of such termination, and may be terminated by the Depositary upon ten (10) days' written notice delivered by the Depositary to the Depositor.

(g) The charges for the handling and safekeeping of any bonds herein deposited shall not be a charge against the Depositor but shall be paid by the Bank owing the bonds herein deposited.

IN WITNESS WHEREOF, said Depositor in his capacity as Treasurer of The City of San Diego has affixed his signature hereto, and said Depositary has caused its corporate name to be subscribed hereto by its Officers thereunto duly authorized the day and year hereinabove first written.

R. C. LINDSAY
Treasurer of The City of San Diego

(SEAL)

WELLS FARGO BANK & UNION TRUST CO.
By F. J. BRICKWEDEL Vice President
By R. J. SCHRADER Assistant Trust Officer

The Security Trust and Savings Bank of San Diego consents to the deposit for safekeeping by the Treasurer of The City of San Diego with the Trust Department of Wells Fargo Bank and Union Trust Co., a California corporation, of any and all bonds deposited with said Treasurer by said Security Trust and Savings Bank of San Diego, to secure the deposit of funds of the said City of San Diego with said Security Trust and Savings Bank of San Diego, and also consents to the appointment of said Wells Fargo Bank and Union Trust Co., a California corporation, as Agent, for the purpose of receiving said bonds, and agrees to pay any compensation that may accrue to said Wells Fargo Bank and Union Trust Co., a California Corporation, by reason of such services rendered by said Wells Fargo Bank and Union Trust Co., a California Corporation.

(SEAL)

SECURITY TRUST AND SAVINGS BANK OF SAN DIEGO
By A. J. MILLAR Pres.
By P. C. KELLEY Secretary

I hereby approve the form of the foregoing Agreement and the foregoing Consent this 24 day of January, 1946.

J. F. DuPAUL, City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Wells Fargo Bank and Union Trust Co. relative to deposit of City funds; being Document No. 359479.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership composed of B. G. Carroll and Harry L. Foster, as Principal and MARYLAND CASUALTY COMPANY Baltimore Md. a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND FOUR HUNDRED ELEVEN Dollars (\$3,411.00), lawful money of the United States of America, to be 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 January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to construct a storm drain in the vicinity of University and Euclid Avenues, in the City of San Diego, California in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: _____

B. G. CARROLL
HARRY L. FOSTER
co-partners dba CARROLL & FOSTER Principal

ATTEST: _____

MARYLAND CASUALTY COMPANY (SEAL)
By F. F. EDELEN Its Attorney in Fact
Surety

STATE OF CALIFORNIA)
County of San Diego) ss

On this 21st day of January, 1946, before me, C.T. Neill, a Notary Public, in and for the County of San Diego, State of California, residing therein, duly commissioned and sworn, personally appeared F. F. Edelen, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Maryland Casualty Company, the corporation that executed the within instrument, and acknowledged to me that he subscribed the name of Maryland Casualty Company thereto as principal and his own name as Attorney in fact. I further certify that said instrument was executed by said F. F. Edelen as attorney in fact of Maryland Casualty Company in my presence, and that his signature thereto is genuine.

WITNESS my hand and seal the day and year in this certificate first above written.

(SEAL)

C. T. NEILL
Notary Public, in and for said County and State

I hereby approve the form of the within Bond, this 15th day of February, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 19 day of Feb. 1946.

F. A. RHODES,
City Manager

KNOW ALL MEN BY THESE PRESENTS, That CARROLL & FOSTER, a co-partnership composed of B. G. CARROLL and HARRY L. FOSTER, as Principal and MARYLAND CASUALTY COMPANY Baltimore Md. a corporation organized and existing under and by virtue of the laws of the State of Maryland as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of SIX THOUSAND EIGHT HUNDRED TWENTY-ONE Dollars (\$6,821.00), lawful money of the United States of America, to be 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 January, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a storm drain in the vicinity of University and Euclid Avenues, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 357176.

WHEREAS, the aforesaid penal sum of Six Thousand Eight Hundred Twenty-one Dollars (\$6,821.00), 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 have hereunto subscribed their hands and 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

HARRY L. FOSTER

Co-partners dba CARROLL & FOSTER Principal

MARYLAND CASUALTY COMPANY (SEAL)

By F. F. EDELEN Its Attorney in Fact
Surety

ATTEST:

STATE OF CALIFORNIA

County of San Diego

ss

On this 21st day of January, 1946, 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

I HEREBY APPROVE the form and legality of the foregoing Bond this 15th day of February, 1946.

J. F. DuPAUL, City Attorney,

By B. L. COMPARET

Deputy City Attorney

I HEREBY APPROVE the foregoing Bond this 19 day of Feb., 1946.

F. A. RHODES

City Manager

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 21st day of January, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CARROLL & FOSTER, a co-partnership composed of B. G. CARROLL and HARRY L. FOSTER, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to: The construction of a storm drain in the vicinity of University and Euclid Avenues, in the City of San Diego, California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 357176.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit: Thirteen Thousand Six Hundred Forty-one Dollars (\$13,641.00).

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 ninety 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: Thirteen Thousand Six Hundred Forty-one Dollars (\$13,641.00), said payments to be made as follows: Upon completion of said work, and the acceptance of the same by the City 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 have been 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 not to 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 to 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 Engineer of said City. Further, that contractor 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 contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said 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 Engineer may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 control 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 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 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	Wage Per 8-hour day
Air Tool Operator (Jackhammerman, vibrator).....	\$ 9.00
Carpenter.....	10.80
Bridge Carpenter.....	12.60
Cement Finisher.....	12.00
Laborers, unskilled.....	7.60
Laborers, building.....	7.60
Laborers, underground.....	8.00
Laborers, special:	
Asphalt raker and ironer.....	9.00
Sewer pipe layer (excluding caulker).....	10.00
Caulker (using tools)	9.00
Tarmen and mortarman	8.00
Mechanic - heavy duty repairman	12.00
Operating Engineers:	
Asphalt Plant Engineer	12.00
Asphalt Plant Fireman	11.00
Air Compressors	10.00
Bulldozers	12.00
Cranes, derricks, draglines and shovels, less than 1 yard	13.00
Cranes, derricks, draglines and shovels, 1 yard and over	14.00
Hoists, material	11.00
Mixers, skip type	11.00
Pavement breaker operator	11.00
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	7.60
Watchman	7.60
Painter	10.80
Special Labor Foremen 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.
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.

If the contractor considers any work required of them to be outside the requirements of this contract, or considers any record or ruling of the said City Manager or City Engineer 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, 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. 82388 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
B. G. CARROLL HARRY L. FOSTER
co-partners dba CARROLL & FOSTER

I HEREBY APPROVE the form and legality of the foregoing Contract this 15th day of February, 1946.

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 Carroll & Foster for storm drain vicinity University & Euclid; being Document No. 359613.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Totten Deputy

THIS AGREEMENT, made and entered into this 11th day of February, 1946, by and between the Treasurer of The City of San Diego, State of California, hereinafter termed the Depositor, and WELLS FARGO BANK AND UNION TRUST CO., a California Corporation, hereinafter termed the Depositary, WITNESSETH:

WHEREAS, from time to time bonds are deposited with the said Treasurer of The City of San Diego, by the SAN DIEGO TRUST AND SAVINGS BANK OF SAN DIEGO, to secure deposits of the funds of said City of San Diego, made by it with said bank, all in conformity with the laws of the State of California, pertaining to the deposit of such funds with banks; and

WHEREAS, the Treasurer of The City of San Diego is authorized and empowered under and pursuant to the terms of an Act, entitled, "An Act to authorize and control the deposit in banks of money belonging to or in the custody of any county, city and county, city,

town, municipality, or other public or municipal corporation within this State and to repeal all acts or parts of acts in conflict with this Act" (California Statutes 1933, page 642, as amended) to authorize any trust company or trust department of any state or national bank authorized to conduct in this state the business of a trust company (other than said San Diego Trust and Savings Bank of San Diego) to act as Agent for the purpose of receiving such bonds and to act as Depositary for the safekeeping of such bonds; and

WHEREAS, said San Diego Trust and Savings Bank of San Diego has consented that Wells Fargo Bank and Union Trust Co., a California corporation, herein referred to as Depositary, be appointed and act as Agent for the purpose of receiving said bonds and also to act as Depositary for the safe-keeping of said bonds; and

WHEREAS, said Depositor desires to authorize said Trust Department of said Wells Fargo Bank and Union Trust Co., a California corporation, Agent for the purpose of receiving said bonds, and also as Depositary for the safekeeping of said bonds so deposited with the Depositor by said San Diego Trust and Savings Bank of San Diego;

NOW, THEREFORE, IT IS AGREED:

That said Depositary is hereby appointed Agent and agrees to act as Agent for said Depositor for the purpose of receiving and to receive said bonds referred to in this agreement;

That said Depositary is hereby appointed and consents to act as Depositary for the safekeeping of said bonds;

That the particular duties and liability of said parties hereto shall be as follows:

(a) The Depositary shall retain all bonds deposited with it in the form in which received but subject at any time to withdrawal or other disposition thereof on the written instructions of the Depositor delivered to the Depositary, and the receipt of said Depositor shall constitute a complete discharge to said Depositary from any and all further liability for any bonds so withdrawn or delivered.

(b) The Depositary shall be responsible for the safekeeping of bonds deposited with it and such deposited bonds shall be deemed a trust deposit and be kept separate and apart from any other securities owned or held by said Depositary.

(c) The Depositary is authorized as Agent to clip the coupons on any of said bonds and to deliver said coupons to whomever said Depositor shall, in writing, direct, or to collect the interest represented by said coupons and to disburse the proceeds thereof in accordance with the written instructions of said Depositor.

(d) The Depositary shall from time to time, and at any time upon the request of the Depositor, issue to said Depositor a receipt for any bonds presently delivered to or held by said Depositary.

(e) This agreement is made subject to and in accordance with the Act hereinabove referred to, and nothing herein shall be construed as altering in any way the rights, duties, and liabilities of the parties hereto as set forth in said Act.

(f) This agreement may be terminated at any time by the Depositor upon giving to the depositary a written notice of such termination, and may be terminated by the Depositary upon ten (10) days' written notice delivered by the Depositary to the Depositor.

(g) The charges for the handling and safekeeping of any bonds herein deposited shall not be a charge against the Depositor but shall be paid by the Bank owning the bonds herein deposited.

IN WITNESS WHEREOF, said Depositor in his capacity as Treasurer of The City of San Diego has affixed his signature hereto, and said Depositary has caused its corporate name to be subscribed hereto by its Officers thereunto duly authorized the day and year hereinabove first written.

R. C. LINDSAY

Treasurer of the City of San Diego

WELLS FARGO BANK & UNION TRUST CO.

By F. J. BRICKWEDEL Vice-President
By R. J. SCHRADER Trust Officer

The San Diego Trust and Savings Bank of San Diego consents to the deposit for safekeeping by the Treasurer of The City of San Diego with the Trust Department of Wells Fargo Bank & Union Trust Co., a California corporation, of any and all bonds deposited with said Treasurer by said San Diego Trust and Savings Bank of San Diego, to secure the deposit of funds of the said City of San Diego with said San Diego Trust and Savings Bank of San Diego, and also consents to the appointment of said Wells Fargo Bank & Union Trust Co., a California corporation, as Agent, for the purpose of receiving said bonds, and agrees to pay any compensation that may accrue to said Wells Fargo Bank & Union Trust Co. A California Corporation, by reason of such services rendered by said Wells Fargo Bank & Union Trust Co., a California corporation.

SAN DIEGO TRUST AND SAVINGS BANK OF SAN DIEGO

By E. F. FARNSWORTH

By C. E. CRAGIN

I hereby approve the form of the foregoing Agreement and the foregoing Consent this 15th day of February, 1946.

J. F. DuPAUL, City Attorney

By MOREY S. LEVENSON

Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Wells Fargo Bank and Union Trust Co. relative to deposits of City funds and bonds; being Document No. 359628.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatters Deputy

A G R E E M E N T

THIS AGREEMENT, made and entered into on this 15 day of February, 1946, by and between the CITY OF SAN DIEGO, a municipal corporation, hereinafter in this Agreement referred to as the "City", and the SAN DIEGO CHAMBER OF COMMERCE, a corporation, organized and existing under and by virtue of the laws of the State of California, hereinafter referred to as "The Chamber of Commerce", WITNESSETH:

WHEREAS, The City and the Chamber of Commerce, on the 19th day of May, 1944, and on the 17th day of April, 1945, entered into contracts 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, vitacultural, mineral, industrial, commercial and climatic advantages of the City; and

WHEREAS, the services to be performed by the Chamber of Commerce under the terms and provisions of said contracts have been substantially completed and said Chamber is now proceeding to print and advertise said post war plans, with the intent and purpose of advertising, exploiting and making known the commercial and industrial resources of the City of San Diego as a part of said post war development; 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" a sum in excess of Ten Thousand (\$10,000.00) 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 agrees to and will print said post war survey and other similar material and distribute the same for the purpose of advertising the industrial and commercial advantages of the City of San Diego, and will by means of printing and advertising and other methods of exploitation, including the use of agents and employees, disseminate the information collected by it as a part of said commercial survey and report, and of said plan of development, for a period of four months from and after the date of this agreement.

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 Two Thousand (\$2,000.00) Dollars each month for a period of four (4) 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 in detail the obligations for which the payment is to be made, 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, printing and distributing such survey and report and of continuing to advertise the resources of the City for commercial and industrial purposes, or for any reason discontinue its activities in that regard, the City shall be released from any and all obligations hereunder to make the monthly payments as herein provided and the City Council shall have the exclusive right to determine whether this Agreement is being carried out by the Chamber of Commerce as herein contemplated and in the event the said Council officially determines that there has been a failure on the part of said Chamber of Commerce to carry out its agreement, this Contract shall be terminated and said City shall be under obligation to make no other or future payments thereunder.

IN WITNESS WHEREOF, the City of San Diego has caused this Agreement to be executed by its City Manager, and the San Diego Chamber of Commerce has caused the same to be executed by its President, attested by its General Manager, the day and year hereinabove first written.

CITY OF SAN DIEGO

By F. A. RHODES

City Manager

SAN DIEGO CHAMBER OF COMMERCE

By DONALD E. HANSON

President

(SEAL)

ATTEST: T. F. BOMAR

General Manager

Approved as to form

I hereby approve the form and legality of the foregoing Agreement this 7th day of February, 1946.

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 San Diego Chamber of Commerce for postwar plan for advertising San Diego; being Document No. 359632.

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, Carl Ackerman Jr & Arthur E. Strudwick are the owners of Lots 29, 30, 31 & 32 Block 6 Pacific Beach Vista Tract;

NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of January 1946, by Carl Ackermann Jr & Arthur E. Strudwick that they will, for and in consideration of the permission granted to remove 20 feet of curbing on Turquoise St between Bayard and Cass 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 us our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

CARL ACKERMANN JR

ARTHUR E. STRUDWICK

926 Turquoise Street, San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 12th day of January, A.D. Nineteen Hundred and 46, before me, Gerge J. Russ, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Carl Ackermann Jr. and Arthur E. Strudwick known to me to be the persons described in and whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at

my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires October 23, 1949

I HEREBY approve the form of the foregoing agreement this 15th day of January, 1946.

GEORGE J. RUSS

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 18 1946 54 min. past 9 A.M. in Book 2039 at page 94 of Official Records,
San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

M. MOREFIELD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Carl Ackermann Jr. and Arthur E. Strudwick; being Document No.
358697.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND
MATERIALS FURNISHED BY AMERICAN PIPE AND CONSTRUCTION CO. UNDER
ITS CONTRACT FOR THE CONSTRUCTION OF THE THIRTIETH STREET PIPE
LINE AT BRIDGE, IN THE CITY OF SAN DIEGO, CALIFORNIA.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by American Pipe and Construction Co., under its contract for the construction of the Thirtieth Street Pipe Line at Bridge, in The City of San Diego, California, and which contract is dated June 26, 1945, and is on file in the office of the City Clerk of said City as Document No. 354670, 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 January 15, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on January 22, 1946, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by American Pipe and Construction Co. 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 January, 1946.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk

RESOLUTION NO. 82451

WHEREAS, it appears by a communication from Fred D. Pyle, Hydraulic Engineer, approved by the City Manager of The City of San Diego, on file in the office of the City Clerk of said City, that the work performed and materials furnished by American Pipe and Construction Co., under the contract for the construction of the Thirtieth Street Pipe Line at Bridge, which contract is dated June 26, 1945, and is on file in the office of said City Clerk as Document No. 354670, 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 Manager, and the acceptance thereof is recommended; NOW, THEREFORE,

BE IT RESOLVED By the Council of The City of San Diego, as follows:

That the work performed and materials furnished by American Pipe and Construction Co., under the contract for the construction of the Thirtieth Street Pipe Line at Bridge, 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 49 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 San Diego County, California, 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 22nd day of January, 1946, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Boud Dail, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: Austin

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. 82451 of the Council of the City of San Diego, California, as adopted by said Council JAN 22 1946.

FRED W. SICK

City Clerk

By AUGUST M. WADSTROM

Deputy

(SEAL)

RECORDED JAN 23 1946 15 min. past 9 A.M. in Book 2026 at page 395 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.
ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
I certify that I have correctly transcribed this document in above mentioned book.
O. 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 Notice of Completion and Acceptance of work and materials American Pipe and Construction Co. contract for Thirtieth Street Pipe Line at Bridge; being Document No. 358892.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy

PROJECT AGREEMENT 1945-47 BIENNIIUM

FIRST SUPPLEMENTAL MEMORANDUM OF AGREEMENT entered into by and between the City of San Diego, hereinafter referred to as the city, and the Department of Public Works of the State of California, hereinafter referred to as the department,

WITNESSETH, THAT, WHEREAS, a memorandum of agreement for expenditure of funds accruing during the biennium ending June 30, 1947, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the city November 1, 1945, and by the department November 27, 1945, providing for the work described herein as Project 55; 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 Project 56;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed hereinafter constitute the work included in this agreement:

<u>Project</u>	<u>Location</u>	<u>Miles</u>	<u>Description</u>	<u>Amount</u>
55	State highway routes described hereinafter			
(a)	Work by city:			
	Route 12	14.87	General maintenance	(City funds)
	Route 77	1.23	July 1, 1945 to	
	Route 77 (new location)	0.55	June 30, 1947	
	Route 200	5.37		
	Route 2	21.43	Paint traffic stripes	(City funds)
	Route 12	14.87		
	Route 77	1.23		
	Route 200	5.75		
(b)	Work by department:			
	Route 2	21.43	General maintenance	\$28,500.00
	Route 200	0.38	July 1, 1945 to	500.00
			June 30, 1947	
	Route 2	21.43	Maintain signs	400.00
	Route 12	14.87		300.00
	Route 77	1.78		75.00
	Route 200	5.75		150.00
56	El Cajon Blvd. from Euclid Ave. to east city limits	3.2	Surveys and plans	12,000.00
			Total	\$41,925.00

The State highways routes to be maintained under Project 55 are described as follows:
Route 2 (Primary) - maintained by department

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 (Secondary-Primary) maintained by city
Secondary portion:

Catalina Boulevard, from south city limits at U.S. 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.

Primary portion:

Twelfth Street, from Market Street, Route 200, to junction with Park Boulevard at Russ Boulevard; along Park Boulevard, from Twelfth Street to El Cajon Boulevard; along El Cajon Boulevard, from Park Boulevard to east city limits near Seventy-third Street; a length of approximately 9.68 miles for this portion; a total length of approximately 14.87 miles.

Route 77 (Secondary) maintained by city

Fairmount Avenue, from El Cajon Avenue, Route 12, to north city limits near Mission Valley Road; a length of approximately 1.23 miles; also Sixth Avenue Extension from Mission Valley Road to Friars Road; a length of approximately 0.55 mile; a total length of approximately 1.78 mile.

Route 200 (Secondary) maintained by 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) maintained by department

Federal Boulevard, from city limits at Sixtieth Street to the north city limits near Mallard Street, a length of approximately 0.38 miles.

ARTICLE II. MAINTENANCE

General maintenance of the streets comprising the State highway routes described in Project 55(a) will be performed by or under the direct supervision of the city, except the installation and maintenance of route marker shields and mileage and directional signs, which will be performed by 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 the necessary traffic stripes and pavement markings, signs, and other

warning devices to adequately warn traffic of highway conditions or hazards.

The city will also paint traffic stripes and pavement markings on the State highways described in Project 55(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.

The installation and maintenance of route marker shields and mileage and directional signs upon the streets comprising the State highway routes described in Project 55(a), will be performed by or under the direct supervision of the department.

General maintenance, except the painting of traffic stripes, of the streets comprising the State highway routes described in Project 55(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 the necessary traffic stripes and pavement markings, 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.

The work described in Project 55(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 55(b) will be charged for at the rental rates established by the department.

ARTICLE III. SURVEYS AND PLANS

The department will make the surveys and plans designated in Project 56.

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 33	\$ 4,641.92
Unexpended under Project 51(b)	343.40
Unexpended under Project 46(f)	228.05
Accrued and unprogrammed to June 30, 1945	164,334.02
Estimated to accrue, 1945-47 biennium	244,020.00
Total	\$413,567.39

The amount of \$41,925 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for the projects listed in Article I are estimated amounts, and the actual revenue and the actual cost of the projects may differ from estimated amounts. The approved program may be amended by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

Sufficient money to provide for the adequate maintenance of the State highway routes within the city during the biennium ending June 30, 1947, 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 55(b) and 56 from the funds provided herein.

All funds allocated under the provisions of Section 203 of the Streets and Highways Code in excess of those budgeted herein for expenditure, will accumulate for future budgeting and expenditure.

ARTICLE V. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the city shall submit to the department a statement of expenditures made during the preceding year for the maintenance of the State highway routes described in Project 55(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 55(b).

Within sixty days after completion of each item of the budget described in Project 56, 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 55(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; and that the department reserves the right to install and maintain route marker shields and mileage and directional signs. No route marker shields or mileage or directional signs will be installed by the department and the cost defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the city without the approval of the city.

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 55(b), insofar as the areas outside 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. 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 29th day of January, 1946, and the Department on the 16th day of February, 1946.

Approval recommended:

E. E. WALLACE
District Engineer

CITY OF SAN DIEGO
By F. A. RHODES
City Manager (SEAL)

L. V. CAMPBELL
Engineer of City and Cooperative Projects

STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS
By J. T. 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 First Supplemental Memorandum of Agreement for Expenditure of 1/4 Cent Gas Tax for State Highways; being Document No. 359769.

FRED W. SICK
City Clerk of the City of San Diego, California

By James 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, Union Ice Co. is the owner of Lots 5, 6, 7 and 8, Block 56, of Shermans Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 22nd day of January, 1946, by Union Ice Co. that they will, for and in consideration of the permission granted to remove twenty feet of curbing on 15th St. between Imperial and Commercial, 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.

THE UNION ICE CO. F. R. ELLIOTT
Production Manager
145 Market St.

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 22 day of January, A.D. Nineteen Hundred and 46, before me, Fred W. Strong Jr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared before me F. R. Elliott and 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 executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. STRONG JR.
Notary Public in and for the County of San Diego
State of California

(SEAL)
My Commission expires Oct. 29, 1949

I HEREBY approve the form of the foregoing agreement this 24th day of January, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 1 1946 59 min. past 11 A.M. in Book 2027 at page 436 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

V. OSGOOD
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Union Ice Company; being Document No. 358923.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. 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, Ernest H. Jacobsen is the owner of Lots 3 and 4, Block 48, of Arnold & Choates;

NOW, THEREFORE, This AGREEMENT, signed and executed this 23 day of Jan. 1946, by

Ernest H. Jacobsen that he will, for and in consideration of the permission granted to remove 28 feet of curbing on Falcon St. between W. Lewis and Ft. Stockton Dr., adjacent to the above described property, binds him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

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.

ERNEST H. JACOBSEN
2332 Presidio Dr. San Diego Cal.

STATE OF CALIFORNIA,)

County of San Diego,)

ss

On this 23rd day of January, 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 Ernest H. Jacobsen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 December 18, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 25th day of January, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 1 1946 59 min. past 11 A.M. in Book 2035 at page 184 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
O. MORGAN

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 Ernest H. Jacobsen; being Document No. 358953.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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 city street prior to signing an 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. Emily S. Simmons is the owner of Lot 6, Block 3, of Middletown NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of January 1946, by Mrs. Emily S. Simmons that she will, for and in consideration of the permission granted to remove 20 feet of curbing on State between C Street and B Street adjacent to the above described property, bind her to, and she hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on Mrs. Emily S. Simmons my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

MRS. EMILY S. SIMMONS

STATE OF CALIFORNIA,)

County of San Diego)

ss.

On this 23 day of January, A.D. Nineteen Hundred and 46 before me Warren E. Sage, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Emily S. Simmons known to me to be the person described in and whose name she subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Oct. 17, 1949 State of California

I hereby approve the form of the foregoing agreement this 25th day of January, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 1 1946 59 min. past 11 A.M. in Book 2035 at page 183 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
O. MORGAN

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Mrs. Emily S. Simmons; being Document No. 358954.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Ben E. Ensor Company is the owner of Lot 3 & 4, Block 2, of Middletown Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of January, 1946, by Ben E. Ensor Company that it will, for and in consideration of the permission granted to remove 40 feet of curbing on Union between B and C 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 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 agreement herein named.

BEN E. ENSOR COMPANY
By BEN E. ENSOR
Ben E. Ensor, Pres,
1145 Union Street, San Diego, California

STATE OF CALIFORNIA,

)
ss.

County of San Diego,

On this 24 day of January, A.D. Nineteen Hundred and Forty Six, before me Warren E. Sage, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ben E. Ensor 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 Oct. 17, 1949

WARREN E. SAGE
Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing agreement this 28th day of January, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 1 1946 59 min. past 11 A.M. in Book 2035 at page 182 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
O. MORGAN
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 Ben E. Ensor Company; being Document No. 358966.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, I.E. Mitchell, dba San Diego Glass & Paint Company is the owner of Lot I, Block 84, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 24th day of January, 1946, by I.E. Mitchell, dba San Diego Glass & Paint Company that he will, for and in consideration of the permission granted to remove 30 feet of curbing on Ninth Avenue between G and Market adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on himself heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

I. E. MITCHELL, dba San Diego Glass & Paint Company
I. E. MITCHELL
631 Ninth Avenue, San Diego 1, Calif.

STATE OF CALIFORNIA,

)
ss.

County of San Diego

On this 24th day of January, A.D. Nineteen Hundred and forty six before me Naomi Kallertz, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared I. E. Mitchell known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Sept. 16, 1948

NAOMI KALLERTZ
Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing agreement this 28th day of January, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 1 1946 59 min. past 11 A.M. in Book 2035 at Page 181, 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. MORGAN

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from I. E. MITCHELL, dba San Diego Glass & Paint Company; being
Document No. 358967.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. T. Patten Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 31st day of January, 1946, 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 FRED W. STEFFGEN, hereinafter called the Lessee, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and lease unto the lessee, upon the terms and conditions and for the purposes and uses hereinafter recited, and the lessee hereby hires and accepts from the City, upon the terms and conditions and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof, approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows, to-wit:

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 9.55 feet southeasterly from Government Station No. 185; thence north 39° 10' east a distance of 239 feet to a point; thence at right angles north 50° 50' west a distance of 79.20 feet to a point; thence at right angles north 39° 10' east a distance of 235.86 feet to the point of beginning of a curve concave to the south having a radius of 20 feet; thence northeasterly along the arc of said curve an arc distance of 30.53 feet to the curve's point of ending; thence tangent to said curve south 53° 22' 55" east a distance of 187.43 feet to the point of beginning of a curve concave to the west, having a radius of 20 feet; thence southeasterly along the arc of said curve an arc distance of 32.35 feet to the curve's point of ending; thence tangent to said curve south 39° 17' west a distance of 467.65 feet, more or less, to a point on the said U. S. Bulkhead Line; thence north 56° 51' west along the said U. S. Bulkhead Line a distance of 147.91 feet, more or less, to the point or place of beginning, containing 92,930 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 97.12 feet southeasterly from Government Station No. 185; thence south 56° 51' east along the said U. S. Bulkhead Line a distance of 60.34 feet to a point; thence south 39° 17' west a distance of 704.03 feet, more or less, to a point on the U. S. Pierhead Line, as said Pierhead Line is now established for the Bay of San Diego; thence north 56° 51' west along the said U. S. Pierhead Line a distance of 60.34 feet to a point; thence north 39° 17' east a distance of 704.03 feet, more or less, to the point or place of beginning.

The said lands hereinabove described being shown on the map or plat attached hereto, marked "Exhibit A," and made a part hereof.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessee for the period of five (5) years, beginning on the 1st day of March, 1946, and ending on the 28th day of February, 1951, 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.

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 his option. The rentals to be paid by lessee are as follows:

FOR PARCEL NO. 1:

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;

and

For the fourth five-year period the sum of six cents (6¢) per square foot per year.

FOR PARCEL NO. 2: The sum of twenty-five dollars (\$25.00) per month.

All rentals hereunder shall be computed on a monthly basis, and shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease, and any extension thereof.

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 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 at the time of said annulment, change or modification 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 annulment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions

hereinafter provided, to-wit:

(1) That the demised premises hereinabove described as Parcel No. 1 shall be used for the purpose of constructing, maintaining and operating buildings, tanks, pipelines and other facilities for the storage thereat and sale therefrom of diesel oil and other petroleum products in connection with the operation of a marine service station for serving fishing boats, and also for the purpose of conducting a lumber business. That no buildings or other structures shall be constructed on the northwesterly 10 feet or on the northeasterly 20 feet of said premises, which strips of land may hereafter be used for roadway.

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 or dock, and such other structures as may be necessary or convenient for conducting and carrying on the business of the said lessee.

(2) That all plans for buildings and improvements to be erected or placed upon said leased premises shall comply with all the ordinances and regulations of The City of San Diego, and shall be subject to the approval of the Harbor Commission and Planning Commission of said City.

(3) That 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 or any extension thereof, the lessee shall remove therefrom any and all structures, including wharf or dock 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 leased lands hereinabove described.

(6) That said City reserves the right to lay water pipes across said lands, and to make such other improvements for the development of the facilities of the Bay of San Diego for the purpose of navigation and commerce and the fisheries, at such time and in such manner as may be provided in any general plan of harbor improvement adopted by the Council of said City, and that the lessee will remove any structures or buildings from said demised premises as shall interfere with carrying out the adopted harbor plan in any way whatsoever, at 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 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 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 EMIL KLIKA

A. BORTHWICK

R. H. VAN DEMAN

Members of the Harbor Commission of The City of San Diego

FRED W. STEFFGEN Lessee

I hereby approve the form of the foregoing Lease this 31st day of January, 1946.

J. F. DuPAUL, City Attorney

By J. H. McKINNEY, Dep.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Tidelands Lease with Fred W. Steffgen; being Document No. 359830.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____ Deputy

A G R E E M E N T

Regarding construction of a masonry wall 4 ft. 6 in. above existing slab.

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.
City of San Diego }

Emil Mojzis and Barbara Mojzis, after being first duly sworn, each for himself deposes and says;

That we are the owners of the hereinafter described real property; South Sixty seven (67) feet of Lots Twenty one (21) and Twenty two (22) Block Two hundred sixty six (266) Subdivision Pacific Beach, located at 4254 Fanuel Street;

That we desire to construct a masonry wall 4 ft. 6 in. above the existing slab and have applied for a variance to the Fence Ordinance by application No. 3349, dated December 22, 1946;

That we, in consideration of approval granted by the City of San Diego to construct said wall by Zoning Committee Resolution No. 1284, dated January 17, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that we will remove the lattice screen within Thirty (30) days, and nothing will be constructed above the 4 ft. 6 in. wall.

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.

EMIL MOJZIS Owner's Name BARBARA E. MOJZIS Owner's Name
4254 Fanuel St. S.D. (9) Address 4254 Fanuel St. San Diego 9 Cal Address

On this 25 day of January A.D. Nineteen Hundred and forty-six, before me, C.S. Scott a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Emil Majzis and Barbara E. Majzis 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.

(SEAL) C. S. SCOTT
Notary Public in and for the County of San Diego,
My Commission expires Mar. 1, 1948 State of California

RECORDED FEB 1 1946 39 min. past 11 A.M. in Book 2027 at page 449 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 Emil and Barbara Majzis regarding construction of masonry wall 4'6" above existing slab; being Document No. 358995.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

U.S.G. CO. BOND #1520046

KNOW ALL MEN BY THESE PRESENTS, That UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, as Principal and UNITED STATES GUARANTEE COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of EIGHT THOUSAND SEVEN HUNDRED FORTY-SIX Dollars (\$8,746.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of February, 1946.

THE CONDITION OF THE ABOVE 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:

4320 ft. 6"	Class 150	cast iron pipe
4320 " 6"	250 "	" "
4320 " 8"	150 "	" "
4320 " 8"	250 "	" "
2880 " 12"	150 "	" "
1152 " 12"	250 "	" "

together with various cast iron pipe 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.

UNITED STATES PIPE & FOUNDRY COMPANY (SEAL)
By D. B. STOKES VP

ATTEST: H. A. HOOVER Asst Secty

Principal

UNITED STATES GUARANTEE COMPANY (SEAL)
By ANNA GIBSON Attorney in Fact
Surety

ATTEST: _____

STATE OF CALIFORNIA }
City and County of } ss.
San Francisco }

On this 11th day of February, in the year nineteen hundred and forty-six, 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)

My Commission expires Mar. 10 1946

Notary Public in and for the City and County of
San Francisco, State of California

I hereby approve the form of the within Bond, this 28th day of February, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 28th day of February 1946.

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 11th day of February, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and UNITED STATES PIPE & FOUNDRY COMPANY, a corporation, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish and deliver, f.o.b. dock San Diego:

4320 ft. 6" Class 150 cast iron pipe
4320 " 6" " 250 " " "
4320 " 8" " 150 " " "
4320 " 8" " 250 " " "
2880 " 12" " 150 " " "
1152 " 12" " 250 " " "

Fittings:

6 Adapter 4 x 8 BF
6 Adapter 8 x 10 BF
12 Bend 6" 45° AB
4 Bend 8" 22-1/2° BS
2 Bend 8" 45° AB
6 Bend 12" 22-1/2° AB
6 Bend 12" 22-1/2° BS
2 Bend 16" 22-1/2° BS
2 Bend 16" 45° BS
4 Cross 6" AB
4 Cross 8" AB
8 Cross 8 x 6 AB
6 Cross 12 x 6 AB
4 Cross 12 x 8 AB
2 Cross 16 x 12 AB
1 Cross 16" AB
1 Cross 24 x 12 AB
1 Cross 24 x 16 AB
30 Ell, hydrant, 6 x 42 9" dia. to center of bolt holes on flange
6 Extension, hydrant, 6 x 6 FF
4 Extension, hydrant, 8 x 12 FF
4 Extension, hydrant, 8 x 18 FF
2 Extension, hydrant, 8 x 24 FF
2 Extension, std., 6 x 12 FF
2 Extension, std., 6 x 18 FF
4 Extension, std., 6 x 24 FF
4 Extension, std., 6 x 30 FF
4 Extension, std 8 x 24 FF
6 Plug 4"
6 Plug 16"
2 Plug 16 x 2
8 Reducer 6 x 4 SS
8 Reducer 8 x 6 SS
4 Reducer 8 x 6 SB
1 Reducer 16 x 12 SS
30 Sleeve 4" solid SP
50 Sleeve 6" solid SP
20 Sleeve 8" solid SP
20 Sleeve 12" solid SP
20 Sleeve 16" solid SP
1 Sleeve 24" solid SP
12 Tee 6" AB
4 Tee 8" AB
12 Tee 8 x 6 AB

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

	Unit Price	Total Price
4320 ft 6" Class 150 cast iron pipe	\$.875	\$ 3,780.00
4320 ft 6" " 250 " " "	\$.980	4,233.60
4320 ft 8" " 150 " " "	\$ 1.315	5,680.80
4320 ft 8" " 250 " " "	\$ 1.520	6,566.40
2880 ft 12" " 150 " " "	\$ 2.260	6,508.80
1152 ft 12" " 250 " " "	\$ 2.700	3,110.40
<u>Fittings:</u>		
6 Adapter 4 x 8 BF	\$ 4.95	
6 Adapter 8 x 10 BF	\$ 10.56	
12 Bend 6" 45° AB	\$ 9.20	
4 Bend 8" 22-1/2° BS	\$ 11.40	
2 Bend 8" 45° AB	\$ 13.53	
6 Bend 12" 22-1/2° AB	\$ 23.33	
6 Bend 12" 22-1/2° BS	\$ 20.14	
2 Bend 16" 22-1/2° BS	\$ 36.80	
2 Bend 16" 45° BS	\$ 42.40	
4 Cross 6" AB	\$ 19.53	
4 Cross 8" AB	\$ 28.27	
8 Cross 8 x 6 AB	\$ 24.70	
6 Cross 12 x 6 AB	\$ 38.90	
4 Cross 12 x 6 AB	\$ 41.45	

2	Cross	16 x 12	AB	\$ 79.25	
1	Cross	16"	AB	\$ 95.70	
1	Cross	24 x 12	AB	\$149.90	
1	Cross	24 x 16	AB	\$163.50	
30	Ell, hydrant	6 x 42	9"dia. to center		
	of bolt holes			\$ 22.65	
6	Extension, hydrant,	6 x 6	FF	\$ 4.45	
4	Extension, hydrant,	8 x 12	FF	\$ 9.15	
4	Extension, hydrant,	8 x 18	FF	\$ 11.65	
2	Extension, hydrant,	8 x 24	FF	\$ 14.05	
2	Extension, std.,	6 x 12	FF	\$ 6.15	
2	Extension, std.,	6 x 18	FF	\$ 7.90	
4	Extension, std.,	6 x 24	FF	\$ 9.50	
4	Extension, std.,	6 x 30	FF	\$ 11.25	
4	Extension, std.,	8 x 24	FF	\$ 14.05	
6	Plug 4"			\$.65	
4	Plug 16"			\$ 7.30	
2	Plug	16 x 2		\$ 8.20	
8	Reducer	6 x 4	SS	\$ 6.23	
8	Reducer	8 x 6	SS	\$ 9.20	
4	Reducer	8 x 6	SB	\$ 10.87	
1	Reducer	16 x 12	SS	\$ 27.97	
30	Sleeve	4" solid	SP	\$ 3.81	
50	Sleeve	6" solid	SP	\$ 5.17	
20	Sleeve	8" solid	SP	\$ 7.90	
20	Sleeve	12" solid	SP	\$ 13.23	
20	Sleeve	16" solid	SP	\$ 23.20	
1	Sleeve	24" solid	SP	\$ 44.30	
12	Tee	6"	AB	\$ 15.20	
4	Tee	8"	AB	\$ 22.35	
12	Tee	8 x 6	AB	\$ 20.52	5,101.87

Plus the California State Sales Tax

\$34,981.87

874.55

\$35,856.42

The cast iron pipe to be furnished by contractor will be SUPER deLavaud, centrifugally cast, B&S, in 18-foot lengths, and fittings will be Class D cement lined, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 358581.

Shipment, in the manner called for in said specifications, will be made from contractor's foundry in the Birmingham District, Alabama.

Said contractor agrees to begin delivery of said material within 120 to 150 days from and after the date of the execution of this contract, and to complete said delivery on or before _____ day of _____, 19____, subject to delays resulting from strikes, accidents and other conditions beyond our control.

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-five Thousand, Eight Hundred Fifty-six and 42/100 Dollars (\$35,856.42). Payment will be made for said material in accordance with purchase order and delivery.

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 have been 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. 82490 of the Council authorizing such execution, and the contractor has caused this

instrument to be executed and its corporate name and seal to be hereunto affixed by its proper officers thereunto duly authorized, the day and year in this agreement first above written.

ATTEST: H. A. HOOVER
Asst Secty

I hereby approve the form and legality of the foregoing contract this 28th day of February, 1946.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
UNITED STATES PIPE & FOUNDRY COMPANY
By D. B. STOKES V.P. (SEAL)
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 Contract with United States Pipe & Foundry Company for furnishing cast iron pipe and fittings; being Document No. 359832.

FRED W. SICK
City Clerk of the City of San Diego, California

By Frances T. Tatten Deputy

AMENDATORY AGREEMENT

10196-A

This Amendatory Agreement entered into as of November 1, 1945, by and between Palo Verde Irrigation District, Imperial Irrigation District, Coachella Valley County Water District, The Metropolitan Water District of Southern California, Department of Water and Power of The City of Los Angeles, and City of San Diego.

WITNESSETH: That the parties hereto agree as follows:

1. That paragraph numbered 2 of that certain agreement executed by said parties as of August 27, 1942, is hereby amended to read as follows:

"2. That said money shall be deposited by said trustee in one or more banks in Los Angeles, California, and shall be disbursed by him in furtherance of the work of said Colorado River Board of California, pursuant to instructions to be given him by an executive committee to be known as the Six Agency Committee. Said executive committee shall be composed of the persons who are, from time to time, members of the Colorado River Board of California and shall have power to act by majority vote or majority written consent, to prescribed rules and regulations for the conduct of its business and to delegate its authority to subcommittees consisting of members of said executive committee."

2. Except as herein modified, said agreement dated as of August 27, 1942 shall remain in full force and effect.

3. That a counter-part of this amendatory agreement duly executed by each of said parties shall be deposited with the trustee, and together with the duly executed counter-part of said agreement of August 27, 1942, heretofore deposited with said trustee, shall constitute the basis of the trust to be administered by him.

IN WITNESS WHEREOF, this Amendatory Agreement is executed by the parties hereto by their respective officers thereunto duly authorized.

(SEAL) ATTEST:
PETER GEISEL Assistant Secretary

PALO VERDE IRRIGATION DISTRICT
By
Vice President

(SEAL) ATTEST:

IMPERIAL IRRIGATION DISTRICT
By EVAN T. HEWES
President

Secretary

(SEAL) ATTEST: BERNICE M. MC GOVERN
Secretary

COACHELLA VALLEY COUNTY WATER DISTRICT
By TED C. BUCK
President

(SEAL) ATTEST:
Executive Secretary

THE METROPOLITAN WATER DISTRICT
OF SOUTHERN CALIFORNIA
By JULIAN HINDS
General Manager and Chief Engineer

(SEAL) ATTEST: JOSEPH L. WILLIAMS
Secretary Authorized by Res. 274 Nov 29 1945

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES, by its
Board of Water and Power Commissioners
By
Vice President

(SEAL) ATTEST: FRED W. SICK
City Clerk

CITY OF SAN DIEGO
By F. A. RHODES
City Manager

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Amendatory Agreement to Agreement executed by six agencies 8-27-42 relative to Colorado River water; being Document No. 359841.

FRED W. SICK
City Clerk of the City of San Diego, California

By Frances T. Tatten Deputy

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That F. E. YOUNG, as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Eighteen thousand nine hundred sixty-six dollars (\$18,966.00) (not less than 25% of estimated contract price), lawful money of the United States of America, to be paid to The City of San Diego, for the payment of which well and truly to be made, the said principal hereby binds himself, his heirs, administrators, executors, and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of March, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a reinforced concrete Community Center Building on Lots 15 to 21, Block 31, Ocean Beach, on Santa Monica Avenue west of Ebers Street, Ocean Beach, San Diego, California, all as more particularly and in detail set forth in the drawings and specifications contained in Document No. 355040, on file in the office of the City Clerk of said City, and 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 and assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in said contract 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, and its corporate name and seal to be hereunto affixed, by its proper officers, thereunto duly authorized, the day and year first hereinabove written.

F. E. YOUNG
Principal
HARTFORD ACCIDENT AND INDEMNITY COMPANY (SEAL)
By GEO. H. MURCH, Attorney in Fact
Surety

ATTEST: MAY SHANNON

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 2nd day of March, before me, Marston Burnham, in the year one thousand nine hundred and Forty-six, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Geo. H. Murch known to me to be the duly authorized Attorney-in-Fact of the Hartford Accident and Indemnity Company, and the same person whose name is subscribed to the within instrument as the Attorney-in-Fact of the said Company, and the said Geo. H. Murch duly acknowledged to me that he subscribed the name of the Hartford Accident and Indemnity Company thereto as Surety and his own name as Attorney-in-Fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this Certificate first above written.

(SEAL) MARSTON BURNHAM
Notary Public in and for San Diego County,
State of California
My Commission expires April 27, 1946

I hereby approve the form of the within Bond this 4 day of March, 1946.

J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 5th day of March, 1946.

HARLEY E. KNOX
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
G. C. CRARY
PAUL J. HARTLEY
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 F. E. YOUNG as principal, and HARTFORD ACCIDENT AND INDEMNITY COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Connecticut, as surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of Thirty-seven thousand nine hundred thirty-two dollars (\$37,932.00) (not less than 50% 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 and assigns, and the said surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 2nd day of March, 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a reinforced concrete Community Center Building on Lots 15 to 21, Block 31, Ocean Beach, on Santa Monica Avenue west of Ebers Street, Ocean Beach, San Diego, California, all as more particularly and in detail set forth in the drawings and specifications contained in Document No. 355040, on file in the office of the City Clerk of said City, and as in said contract provided; and reference is hereby made to said contract and to said drawings and specifications for a particular description of the work to be done; and

Whereas, the aforesaid penal sum of Thirty-seven thousand nine hundred thirty-two dollars (\$37,932.00), 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 or assigns, shall fail to pay for any materials, provisions, provender or other supplies or teams used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon or any kind, as required by the

provisions of Chapter 3, Division 5, 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, 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 name and seal to be hereunto affixed, the day and year first hereinabove written.

F. E. YOUNG

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 2nd day of March, before me, Marston Burnham, in the year one thousand nine hundred and forty-six, 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 4 day of March, 1946.

J. F. DuPAUL, City Attorney

By MOREY S. LEVENSON

Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego this 5th day of March, 1946.

HARLEY E. KNOX

ERNEST J. BOUD

CHAS. C. DAIL

WALTER W. AUSTIN

G. C. CRARY

PAUL J. HARTLEY

Members of the Council

ATTEST: FRED W. SICK

(SEAL)

City Clerk

By AUGUST M. WADSTROM,

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 5th day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal 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. E. YOUNG, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

That for and in consideration of the covenants and agreements hereinafter contained on the part of said City, and the sums of money hereinafter designated to be paid to said contractor by said City, in manner and form as hereinafter provided, said contractor hereby covenants and agrees to and with said City to furnish all tools, labor, transportation, material, equipment and supplies, and other expense of every kind and description necessary or incidental to the construction of a reinforced concrete Community Center Building on Lots 15 to 21, Block 31, Ocean Beach, on Santa Monica Avenue, west of Ebers Street, Ocean Beach, San Diego, California; all as more particularly and in detail set forth in the drawings and specifications contained in Document No. 355040, on file in the office of the City Clerk of said City; provided, however, that there shall not be included in said work the construction of an additional bay to the Gymnasium, shown on said drawings as "Alternate A."

Said contractor agrees to do and perform all of said work at and for the following price, to-wit: Seventy-four thousand eight hundred fifty dollars (\$74,850.00).

Said contractor agrees to commence said work within 10 days from and after the date of the execution of this contract, and to prosecute the same diligently, and with a sufficient force of men and equipment, so that said work shall be completed within one hundred and twenty (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 sum, to-wit: Seventy-four thousand eight hundred fifty dollars (\$74,850.00); said payments to be made as follows:

On or before the fifteenth day of each calendar month there shall be paid to the contractor a sum equal to 90% of the value of the work performed up to the last day of the previous calendar month, less the aggregate of previous payments. The monthly payments shall be made only on the basis of monthly estimates which shall be prepared by the contractor on a form prescribed by the City, approved by the City Engineer. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release the contractor of any bondsmen from damages arising from such work or from enforcing each and every provision of this contract, and the City shall have the right subsequently to correct any error made in any estimate for payment. The contractor

shall not be entitled to have any work done or materials furnished estimated for purposes of payment or be entitled to have any payment made on account of any work done or material furnished, so long as any lawful or proper direction concerning the work, or any portion thereof, given by the City or the Engineer shall remain uncomplished with. The final payment of ten per cent (10%) of the value of the work done under this contract, if unencumbered, shall be made thirty-five (35) days after the acceptance of the work by the City.

The acceptance will be made only by action of the City Council evidenced by resolution, and upon the filing by the contractor of a release of all claims of every nature on account of the work done under this contract, together with an affidavit that all claims have been fully paid. The acceptance by the contractor of said final payment shall constitute a waiver of all claims against the City arising under this contract.

Said contractor further agrees not to 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 to 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 Engineer of said City. Further, that contractor 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 contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said 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 Engineer may be deemed necessary or expedient, provided that the cost to the contractor of doing the work shall not be increased thereby, and no increase in price over the contract rate shall be paid to the contractor on account of such change or changes, except upon formal written agreement between the parties hereto.

Said contractor agrees to save said City harmless from any and all claims of laborers, workmen and mechanics for labor done, and from all claims of materialmen for materials or supplies furnished for the performance of said work, and to hold said City harmless from all actions for damages arising out of the performance of the work to be done under this contract, and to defend at contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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>
Carpenter	\$12.00
Caulker	9.40
Cement Finisher	13.00
Concrete Curer	9.40
Concrete Mixer Operator, Skip Type	11.40
Dinkey Operator	11.40
Electrician, Journeyman	13.60
Floor Layer	12.60
Glazier	10.80
Laborer	8.00
Lather	14.00
Motor Patrol Operator	13.40
Painter	12.00
Plasterer	13.80
Plasterer's Tender	12.40
Plumber	14.00

Reinforcing Steel Worker	13.00
Roofer	11.44
Roller Operator	12.00
Sewer Pipe Layer	10.40
Sheet Metal Worker	12.00
Steam Fitter	14.00
Structural Iron Worker	13.00
Teamster	8.00
Tile Setter	12.00
Truck Driver, less than 6 tons	8.60
Welder	9.20
Foremen to receive not less than \$1.00 per diem above laborer or journeyman classification	

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem of eight hours.

Overtime including Saturdays where crafts work a five-day week, and other overtime when permitted by law, to be paid for at the rate of time and one-half. Work done on any holiday to be paid for at the rate of time and one-half.

It is further required 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.

The contractor shall take all necessary measures to protect the work and prevent accidents during construction. He shall provide and maintain all necessary barriers, guards, watchmen and lights.

If the contractor considers any work required of him to be outside the requirements of this contract, or considers any record or ruling of the City Engineer unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price.

In 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 were 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
ERNEST J. BOUD
CHAS. C. DAIL
WALTER W. AUSTIN
G. C. CRARY
PAUL J. HARTLEY
Members of the Council

ATTEST: FRED W. SICK City Clerk
By AUGUST M. WADSTROM Deputy

(SEAL)

F. E. YOUNG
Contractor

I hereby approve the form and legality of the foregoing contract this 4 day of March, 1946.

J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit

of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$7,000.00
Dated March 13, 1946

J. McQUILKEN R. W. GEFPE
Auditor and Comptroller of the City of San Diego, California

To be paid out of Ocean Beach Memorial Rec. Center Fund 335
Memo F.E.Young (Construction of Community Center Bldg., Ocean Beach Doc.No.359906

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 \$67,850.00
Dated March 13, 1946

J. McQUILKEN R. W. GEFPE
Auditor and Comptroller of the City of San Diego, California

To be paid out of Construction of Recreation Bldg at Ocean Beach (Ord 2945)
Memo F.E.Young (Construction of Community Center Bldg., Ocean Beach Doc 359906

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Contract with F.E.Young for construction of Community Center Building at Ocean Beach; being Document No. 359906.

FRED W. SICK
City Clerk of the City of San Diego, California

By J. F. 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, Grace L. Benbough is the owner of Lots 20, 21, 22, 23, and 24, Block four, of Crittenden's Addition, in the City of San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 26th day of January, 1946, by Grace L. Benbough that she will, for and in consideration of the permission granted to remove 39 feet of curbing on Robinson Street between Sixth Street and Seventh Street adjacent to the above described property, bind her to, and she hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

GRACE L. BENBOUGH
2174 Guy St., San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 26 day of January, A.D. Nineteen Hundred and 46 before me Gertrude Doran, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Grace L. Benbough who is known to me to be the person is 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) GERTRUDE DORAN
Notary Public in and for the County of San Diego,
My Commission expires Dec. 18, 1946 State of California

I hereby approve the form of the foregoing agreement this 31st day of January, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2036 at page 375 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Grace L. Benbough; being Document No. 359071.

FRED W. SICK
City Clerk of the City of San Diego, California

By J. F. 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, F. Norman McBride and Alice M. McBride are the owners of Lot "I", Block 115, of Horton's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of January, 1946 by F. Norman McBride and Alice M. McBride that they will, for and in consideration of the permission granted to increase driveway to a total length of nineteen (19) feet of curbing on Fourth Avenue between "I" and "J" Streets 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 our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

F. NORMAN McBRIDE
ALICE M. McBRIDE
1521 Myrtle Avenue
San Diego, California

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 28th day of January, A.D. Nineteen Hundred and Forty-six before me Mary K. Myers, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared F. Norman McBride and Alice M. McBride 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) MARY K. MYERS
Notary Public in and for the County of San Diego,
State of California
I hereby approve the form of the foregoing agreement this 31st day of January, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14, 1946 20 min. past 11 A.M. in Book 2036 at page 376 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from F. Norman and Alice M. McBride; being Document No. 359105.
FRED W. SICK
City Clerk of the City of San Diego, California

By FTTatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Charles M. & Helen C. Lutes is the owners of Lot 2, Block 4, of Marine View;

NOW, THEREFORE, This Agreement, signed and executed this 30th day of January, 1946, by Charles M. & Helen C. Lutes that they will, for and in consideration of the permission granted to remove 18 feet of curbing on Torrence between Kite & Welborn and adjacent to the above described property, bind them to, and they hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on 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.

CHAS. M. LUTES
HELEN C. LUTES
1322 Torrence

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 30th day of January, A.D. Nineteen Hundred and fortysix, before me, Lela I. Stillman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Chas. M. Lutes and Helen C. Lutes known to me to be the person described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) LELA I. STILLMAN
Notary Public in and for the County of San Diego,
State of California
My Commission expires Apr. 15, 1948
I HEREBY approve the form of the foregoing agreement this 2nd day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2036 at page 378 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
I certify that I have correctly transcribed this document in above mentioned book.
C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Charles M. & Helen C. Lutes; being Document No. 359140.
FRED W. SICK
City Clerk of the City of San Diego, California

By FTTatten Deputy

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway of any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Wilhelmina Crower is the owner of Lot 243, S.E. 100' of part Pueblo lot #243, lying S.E. of San Diego river, and So. (of rt. of way of S.D. electric Railway Co):
Lands NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of January, 1946, by Wilhelmina Crower that she will, for and in consideration of the permission granted to remove 2-30 ft. = 60 ft feet of curbing on Midway Drive between West Point Loma Blvd. and Duke, adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself _____ heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

WILHELMINA CROWER
1946 Moore St.

STATE OF CALIFORNIA,

ss .

County of San Diego,

On this 16th day of January, A.D. Nineteen Hundred and Forty-Six, before me, Betty Agnes O'Connor, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Wilhelmina Crower 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.

BETTY AGNES O'CONNOR

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires Dec. 16, 1949

I HEREBY approve the form of the foregoing agreement this 2nd day of February, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2043 at page 281 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.

ADDIELEE TIPTON HOAR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Wilhelmina Crower; being Document No. 359145.

FRED W. SICK

City Clerk of the City of San Diego, California

By Hatters Deputy

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Armin Richter is the owner of Lot 2 Block 10, of La Jolla Shores Unit #1;
NOW, THEREFORE, This AGREEMENT, signed and executed this 18 day of Jan 1946, by
Armin Richter that he will, for and in consideration of the permission granted to remove
10 feet of curbing on La Jolla Shores Dr between Calle Clara and Valecitos, 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.

ARMIN RICHTER

7858 Gerard Ave La Jolla

STATE OF CALIFORNIA,

SS

County of San Diego,

On this 18th day of January, A.D. Nineteen Hundred and Forty Five, before me, Fred C. Cory, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Armin Richter known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla County of San Diego, State of California, the day and year in this certificate first above written.

FRED C. CORY

(SEAL)

Notary Public in and for the County of San Diego,
State of California

I HEREBY approve the form of the foregoing agreement this 5th day of February, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2043 at page 281 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.
ADDIELEE TIPTON HOAR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Armin Richter; being Document No. 359160.
FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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 F. Seidelmann & Frank L. Morrison is now the owners of Lot Portion of Lot 28 described by meets & Bounds, Block _____, of Lemon Villa

NOW, THEREFORE, This AGREEMENT, signed and executed this 29th day of Jan. 1946, by Henry F. Seidelmann Frank L. Morrison that we will, for and in consideration of the permission granted to remove 12 feet of curbing on University Ave. between 54th and 55th Sts. adjacent to the above described property, bind ourself to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourself my & our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

HENRY F. SEIDELMANN 3862 44th St.
FRANK L. MORRISON 4688 Winona Ave.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 28th day of January, A.D. Nineteen Hundred and Forty Six before me the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Henry F. Seidelmann known to me to be the person described in and whose name _____ subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) W. M. DUFFIELD
Notary Public in and for the County of San Diego,
State of California

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO ss.

On this 2d day of February, A.D. 1946, before me John C. Morris a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Frank L. Morrison known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal 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 C. MORRIS
Notary Public in and for the County of San Diego,
State of California

My Commission expires Jan 18 1949

I hereby approve the form of the foregoing agreement this 4th day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2043 at page 279 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.
ADDIELEE TIPTON HOAR

Copyist County Recorder's Office, 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. Seidelmann and Frank L. Morrison; being Document No. 359161.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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. W. Dewhurst is the owner of Lot 2., Block 32, of La Jolla Hermosa Unit No. 2;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of Jan. 1946, by E. W. Dewhurst that he will, for and in consideration of the permission granted to remove 20 feet of curbing on Waverly Ave. between Via Del Norte and (Dead end), 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 E. W. Dewhurst 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.

E. W. DEWHURST
6218 Waverly Ave. La Jolla.

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 29 day of January, A.D. Nineteen Hundred and 1946, before me, the under-
signed, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared E. W. Dewhurst known to me to be the person described in and
whose name is subscribed to the within instrument, and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in La Jolla, Calif., County of San Diego, State of California, the day and year
in this certificate first above written.

E. W. BINGHAM
(SEAL) Notary Public in and for the County of San Diego,
My Commission expires Sept. 21, 1947 State of California
I HEREBY approve the form of the foregoing agreement this 4th day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2043 at page 279 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.
ADDIELEE TIPTON HOAR

Copyist County Recorder's Office, 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. W. Dewhurst; being Document No. 359162.

FRED W. SICK
City Clerk of the City of San Diego, California

By J. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That PAUL B. RAYBURN and PAUL B. RAYBURN, JR., co-
partners doing business under the firm name and style of INDUSTRIES SUPPLY COMPANY, as
Principal and COLUMBIA CASUALTY COMPANY a corporation organized and existing under and
by virtue of the laws of the State of New York and authorized to transact business in
the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO,
a municipal corporation in the County of San Diego, State of California, in the sum of
SEVEN HUNDRED THIRTY-EIGHT and no/100 Dollars (\$738.00), lawful money of the United States
of America, to be paid to said The City of San Diego, for the payment of which, well and
truly to be made, the said Principal hereby bind themselves, their heirs, executors, admin-
istrators and assigns, and 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 February 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that wheras, the said
principal has entered into the annexed contract with The City of San Diego, to furnish
and deliver:

- 4 - 16" Hub End Rensselaer Gate Valves
- 6 - 8" Flanged " " "
- 2 - 10" " " " "
- 2 - 16" " " " "

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: JOHN A. HORRELL
PAUL B. RAYBURN JR.
PAUL B. RAYBURN
co-partners, dba INDUSTRIES SUPPLY COMPANY
Principal

ATTEST: R. D. MOSK

COLUMBIA CASUALTY COMPANY (SEAL)
(A.H. Anderson) Attorney-in-Fact
By A. H. ANDERSON
Surety

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 27th day of February, in the year 1946, before me, Benjamin Polak, a
Notary Public in and for said County and State, personally appeared A. H. Anderson, known
to me to be the person whose name is subscribed to the within instrument as the Attorney-
in-fact of the Columbia Casualty Company, and acknowledged to me that he subscribed the
name of the Columbia Casualty Company thereto as principal, and his own name as Attorney-
in-fact.

BENJAMIN POLAK
(SEAL) Notary Public in and for said County and State
My commission expires Jan. 14, 1950

I hereby approve the form of the within Bond, this 1st day of March, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 4th day of March 1946.

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 1st day of March, 1946, 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 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

KNOW ALL MEN BY THESE PRESENTS, That PAUL B. RAYBURN and PAUL B. RAYBURN, JR., co-partners doing business under the firm name and style of INDUSTRIES SUPPLY COMPANY, as Principal and COLUMBIA CASUALTY COMPANY a corporation organized and existing under and by virtue of the laws of the State of New York, and authorized to transact business in the State of California, as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of ONE HUNDRED NINETY-TWO and no/100 Dollars (\$192.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal 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 27th day of February, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City: 1 - 24" American Car & Foundry type plug valve and worm gear plug cock in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

PAUL B. RAYBURN JR.

PAUL B. RAYBURN.

ATTEST: JOHN A. HORRELL

Co-partners dba INDUSTRIES SUPPLY COMPANY

Principal

COLUMBIA SUPPLY COMPANY (SEAL)

By A. H. ANDERSON

(A.H.Anderson) Attorney-in-Fact.

Surety

ATTEST: R. D. MOSK

STATE OF CALIFORNIA,

County of San Diego

ss

On this 27th day of February, in the year 1946, before me, Benjamin Polak, a Notary Public in and for said County and State, personally appeared A. H. Anderson, known to me to be the person whose name is subscribed to the within instrument as the Attorney-in-fact of the Columbia Casualty Company, and acknowledged to me that he subscribed the name of the Columbia Casualty Company thereto as principal, and his own name as Attorney-in-fact.

BENJAMIN POLAK

Notary Public in and for said County and State

(SEAL)

My commission expires Jan. 14, 1950

I hereby approve the form of the within Bond, this 1st day of March, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 4th day of March, 1946.

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 1st day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal 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 - 24" American Car & Foundry plug valve, with American Car & Foundry Company 24" DV 153 worm gear plug cock, all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 358668.

Said contractors hereby agree to furnish and deliver the material above described at and for the price of Seven Hundred Sixty-six Dollars (\$766.00), including the California State Sales Tax.

Said contractors agree to deliver said material within five (5) months after the date of the execution of this contract, subject to delays resulting from strikes, accidents, and/or any other conditions beyond their control.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractors herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractors, in warrants drawn upon the proper fund of said City, the sum of Seven Hundred Sixty-six Dollars (\$766.00), including the California State Sales Tax.

Payment will be made for said material in accordance with purchase order and delivery.

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 have been 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 contractors hereby agree that they will be bound by each and every part of this contract, and deliver and cause to be delivered all of said material, as herein specified.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far 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. 82571 of the Council authorizing such execution, and the contractors have hereunto subscribed their names the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

PAUL B. RAYBURN JR.

PAUL B. RAYBURN

Co-partners dba INDUSTRIES SUPPLY COMPANY

Contractors

ATTEST: JOHN A. HORRELL

I hereby approve the form and legality of the foregoing contract this 1st day of March, 1946.

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 Industries Supply Company for furnishing one 24" American Car & Foundry type plug valve; being Document No. 359941.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

AGREEMENT

THIS AGREEMENT, made and entered into as of the 20th day of December, 1945, by and between RECONSTRUCTION FINANCE CORPORATION (hereinafter referred to as "RFC"), a corporation created and existing under an act of Congress of the United States, and the City of San Diego (hereinafter referred to as "City"), a municipality of the State of California; WITNESSETH:

WHEREAS, RFC is the owner of a pumping plant and sump and main drain line situate at Plancor 20, Consolidated Vultee Aircraft Corporation, in the City of San Diego, State of California; and

WHEREAS, City desires to operate and maintain said pumping plant and sump and main drain line, at its own expense;

NOW, THEREFORE,

ONE: IN CONSIDERATION of the sum of Five Dollars (\$5.00), receipt of which is hereby acknowledged, and the premises, City agrees to operate and maintain, at its own expense, the pumping plant and sump and main drain line located at Plancor 20, Consolidated Vultee Aircraft Corporation, in the City of San Diego, California, as shown by a map marked Exhibit "A" attached hereto and made a part hereof, for a term of ten (10) years, beginning on the 1st day of March 1945. Also, the City agrees to make any replacements or repairs to said drainage system that may be necessary, and maintain same in good condition.

TWO: The City agrees to pay for the installation of separate meters for water and power and to contract in its own name and to pay all claims or charges for or on account of water and power furnished to said drainage system.

THREE: The City is hereby authorized to modernize, at its own expense, the equipment in connection with said drainage system.

FOUR: During the term of this Agreement, City shall procure and maintain, at its cost, insurance on the drainage system against fire, windstorm, flood and such other hazards, in such companies and in such amounts as shall be satisfactory to or required by RFC. The policies evidencing such insurance shall be made payable to and delivered to RFC. In the event of partial loss payable under any of the policies, the proceeds shall be applied by RFC to the repair, restoration or replacement of the property so damaged or destroyed, provided, however, that in the event it is determined that the cost of repair, restoration or replacement will exceed the amount of the insurance proceeds, RFC may elect whether or not to apply such proceeds as aforesaid. Any property acquired in replacement of the property so damaged or destroyed shall be the property of RFC and shall thereupon be subject to all of the terms and provisions of this Agreement. In the event RFC determines that the cost of repairs, restoration or replacement of a partial loss will exceed the amount of insurance proceeds, or the drainage system is so damaged or destroyed as to render it totally unusable by the City, and RFC does not elect to apply the insurance proceeds to the repair, restoration or replacement thereof, as above set forth, RFC will so advise the City in writing and this Agreement thereafter may be terminated by either party upon ten (10) days' written notice to the other party.

FIVE: The City also agrees to save RFC harmless against any liability whatsoever

because of accident or injury to persons or property occurring in the maintenance or operation of said drainage system. The City further agrees that during the term of this Agreement it will procure and maintain, at its cost, public liability insurance, property damage insurance in such amounts and with such companies as RFC shall approve or require. The policies evidencing such insurance shall name RFC as an assured and shall be delivered to RFC.

In the event City fails to procure any such insurance or pay any of the premiums when due, the RFC may, at its option, procure such insurance and pay any delinquent premiums and require the City to immediately reimburse it for such cost, which amount shall become immediately due and payable.

SIX: City agrees to pay the proper authority, when and as the same become due and payable, all taxes, assessments and similar charges which from time to time, during the term of this Agreement, may be taxed, assessed or imposed upon RFC or City with respect to or upon the drainage system, or any part thereof, or upon the maintenance or operation of said drainage system; provided, however, that such taxes, assessments or similar charges shall be prorated and apportioned as of the date of commencement and as of the effective date of expiration, termination or cancellation of this Agreement, respectively, but the obligation of the City with respect to the payment of such taxes, assessments or similar charges shall include the amount thereof properly applicable during the term of this Agreement.

In the event City fails to pay when due any taxes, assessments, utility bills or similar charges, as above set forth, then RFC may, at its option, pay such taxes, assessments, bills or other charges and require the City to immediately reimburse it for such cost, which amount shall become immediately due and payable. RFC reserves the right to contest the validity or amount of any tax or assessment and the City agrees to give RFC notice of all taxes and assessments immediately upon receipt thereof by the City.

SEVEN: In the maintenance and operation of said drainage system, or any part thereof, the City agrees to comply with all applicable State, Municipal and local laws and rules, orders, regulations and requirements of any Departments and Bureaus and all local ordinances and regulations; and City further agrees to indemnify and hold RFC harmless from any liability or penalty which may be imposed by local or State authority or any Department or Bureau thereof by reason of any asserted violation by the City of such laws, rules, orders, ordinances or regulations; provided, however, that nothing herein contained shall prohibit the City from contesting in good faith the validity of any such laws, rules, orders ordinances or regulations.

EIGHT: City agrees that in the performance of this Agreement it will comply with and give all stipulations and representations required by applicable Federal laws and in the performance thereof that it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

NINE: Except with the prior written consent of RFC, the City shall not assign this Agreement or any of its rights hereunder.

TEN: The City warrants that it has not employed any person to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.

ELEVEN: The failure of RFC to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions, but the City's obligation with respect to such future performance shall continue in full force and effect.

TWELVE: Subject to the provisions of paragraph NINE hereof, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

THIRTEEN: 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 that may arise therefrom, but this provision shall not be construed to apply to this Agreement if made with a corporation for its general benefit.

FOURTEEN: Any notice or advice to or demand upon the City shall be in writing and shall be deemed to have been given or made on the day when it is sent by registered mail to the City, addressed to the City at City Hall, San Diego, California, or at such other address as the City may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon RFC shall be in writing and shall be deemed to have been given or made when sent by registered mail to RFC, addressed to RFC at Pacific Mutual Building, 523 West Sixth Street, Los Angeles 14, California, or at such other address as RFC may hereafter from time to time specify in writing for such purpose.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers and caused their corporate seals to be hereto affixed as of the day and year first above written.

Executed in the presence of:

DORIS ABELL

BERTHA L. MOSER

Executed in the presence of:

Betty Blew
A. E. Curtis

RECONSTRUCTION FINANCE CORPORATION
By MARTIN S. SWINGER (SEAL)
Assistant Director, Office of
Defense Plants

ATTEST: A. T. HOLM
Secretary

CITY OF SAN DIEGO
By F. A. RHODES 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 Agreement with Reconstruction Finance Corporation regarding operation of pumping plant at Plancor 20 Consolidated Vultee Aircraft Corporation; being Document No. 359943.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis J. Tatters Deputy

OPTION TO PURCHASE TAX-DEEDED LANDS

THIS AGREEMENT, made and entered into this 25th day of February, 1946, 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	Certificate No.	Date Deeded to State	Deed No.
PUEBLO LANDS:				
All (exc. O.B. Park & exc. O.B.Park Annex & exc. M & B to Parsons, & exc. M & B to Beaupourt & exc. M & B to Hawley Inv. Co. & exc. M & B to Hall & exc. R of W	6/29/32	107	7/1/37	21
Lot 205 Block 20-1/2, Loma Alta No. 2	9/1/33	4955	7/1/38	539

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 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 (As of date of execution of Agreement) Feb.25, 1946	2nd Payment (Anniversary Date of Agreement) Feb.25, 1947	3rd Payment (2nd Anniver- sary date of Agreement) Feb.25, 1948	Final Payment (Upon exer- of Option
PUEBLO LANDS: All (exc. O.B.Park & exc. O.B.Park Annex & exc. M & B to Parsons, & exc. M & B to Beaupourt & exc. M & B to Hawley Investment Co. & exc. M & B to Hall & exc. R of W) Lot 205	\$20.00	\$20.00	\$20.00	\$300.00
Block 20-1/2, Loma Alta No. 2	\$.50	\$.50	\$.50	\$ 5.00

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 25th day of February, 1946, 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 No. 82396 and 82498, respectively adopted on the 9th & 29th days of January, 1946, the day and year first hereinabove written.

ATTEST: J. B. McLEES, County Clerk and Ex-officio Clerk of the Board of Supervisors
By MABEL AVERELL Deputy (SEAL)

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 Feb. 18, 1946

SAM A. CLAGGETT
Tax Collector of the County of San Diego, State of California

The undersigned, Thomas H. Kuchel, 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 5th, 1946

THOMAS H. KUCHEL, Controller of
the State of California
By BERT FOSTER Deputy (SEAL)

APPROVED as to form
Date 2/19/46
THOMAS WHELAN, District Attorney in and for the
County of San Diego, State of California
By CARROLL H. SMITH Deputy

Date
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
Option to Purchase Tax-deeded lands from State of California; being Document No. 359950.
FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatten Deputy

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 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 SEVENTY-FIVE Dollars (\$2,775.00), lawful money of the United States of America, to be 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 February, 1946.

THE CONDITION OF THE ABOVE 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: 3,024 lineal feet of 16" Class 150 Super-deLavaud centrifugally cast, BYS, cast iron pipe in accordance with the specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: H. A. HOOVER Asst. Secty
Principal UNITED STATES PIPE AND FOUNDRY COMPANY (SEAL)
By A. H. HAUGHTON Vice-President
SURETY UNITED STATES GUARANTEE COMPANY (SEAL)
By ANNA GIBSON Attorney-in-Fact

STATE OF CALIFORNIA }
City and County of } ss
San Francisco }

On this 28th day of February, in the year nineteen hundred and forty-six, 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.

(SEAL) IRENE MURPHY
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 within Bond, this 8th day of March, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET Deputy City Attorney

I hereby approve the foregoing bond this 11th day of March 1946.
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 February, 1946, by and between THE CITY OF SAN DIEGO, a municipal 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: 3,024 lineal feet of 16" Class 150 SUPER-deLavaud, centrifugally cast, B&S, cast iron pipe, 18-foot lengths, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 358856.

Said Contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:
3,024 lineal feet 16" Class 150, SUPER-deLavaud centrifugally cast, B&S, cast

iron pipe.....\$3.67 ft. \$11,098.08. Said price does not include the California State Sales Tax.

Contractor agrees to make shipment direct from contractor's foundry located in the Birmingham District, Alabama, via rail and water.

Said contractor agrees to complete delivery of said material within 120 to 150 days from and after the date of the execution of this contract, subject to delays resulting from strikes, accidents, and/or any other conditions beyond its control.

Said City, on 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 Ninety-eight and 08/100 Dollars (\$11,098.08, exclusive of California State Sales Tax.

Payment will be made for said material in accordance with purchase order and delivery.

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 have been 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. 82574 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

UNITED STATES PIPE AND FOUNDRY COMPANY

By A. N. HAUGHTON Vice-President

Contractor (SEAL)

ATTEST: H. A. HOOVER

Asst Secty

I hereby approve the form and legality of the foregoing contract this 8th day of March, 1946.

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 and Foundry Company for furnishing 3,024 linear feet of 16" Class 150 cast iron pipe; being Document No. 360808.

FRED W. SICK

City Clerk of the City of San Diego, California

By

J. T. Tatten

Deputy

UNDERTAKING FOR STREET LIGHTING.

El Cajon Boulevard 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 ONE HUNDRED SIXTY-TWO DOLLARS (\$162.00); 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 March, 1946:

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, from the east line of Euclid Avenue to the west line of Altadena Avenue, in the City of San Diego, California, required to be done, and furnish all the materials therefor required to be furnished by the terms and conditions of that certain contract therefor, which is hereto attached, and which, by reference thereto, is incorporated herein and made a part hereof,

NOW, THEREFORE, the condition of this obligation is such that if the above bounden San Diego Gas & Electric Company or its assigns, shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: R. C. CAVELL
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 5th day of March, A.D., 1946, 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

I hereby approve the form of the foregoing Undertaking this 14 day of March, 1946.

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. 82653 passed and adopted on the 26th day of February, 1946, require and fix the sum of \$162.00 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

El Cajon Boulevard Lighting District No. 2

THIS AGREEMENT, made and entered into this 19th day of March, 1946, 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 or along the following street in the City of San Diego, California, to-wit:

EL CAJON BOULEVARD, from the east line of Euclid Avenue to the west line of Altadena Avenue.

Such furnishing of electric current shall be for a period of one year from and including March 5, 1946, to-wit, to and including March 4, 1947.

All of said work shall be done strictly in accordance with the plans and specifications contained in the report of the City Engineer of said City, being document entitled: "Engineer's Report and Assessment for El Cajon Boulevard Lighting District No. 2", filed December 7, 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 Hundred Forty-eight Dollars (\$648.00) 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 "El Cajon Boulevard 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 Six Hundred Forty-eight and no/100 Dollars (\$648.00) shall be paid out of any other fund than said special fund designated as "El Cajon Boulevard 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 Six Hundred Forty-eight and no/100 Dollars (\$648.00).

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: 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
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 14 day of March, 1946.

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 El Cajon Boulevard Lighting District No. 2; being Document No. 360147.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. W. Sicken 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 11th day of March, 1946, by and 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. E. HADDOCK, Ltd., a corporation, and ENGINEERS, LIMITED, a corporation, co-partners, doing business under the firm name and style of HADDOCK-ENGINEERS, LIMITED, party of the second part, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements hereinafter contained on the part of the City, and the sums of money hereinafter designated to be paid to the Contractor by the City, in manner and form as hereinafter in attached specifications provided, the Contractor hereby covenants and agrees to and with the City, to furnish all materials, labor, tools, appliances, equipment, plant and transportation, and any and all other expense necessary or incidental to the performance of certain work hereinafter specified, and to build, erect, construct, complete, and install the portion of Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connections, including manholes, chimneys, rock bedding, and concrete cradle with rock base, 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 Engineer of The City of San Diego and filed in the Office of the City Clerk of said City as Document No. 358979, at and for the lump sum price of \$151,960.00; One Hundred and Fifty One Thousand Nine Hundred and Sixty 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, where not shown on the plans, if ordered in writing by the City Engineer, 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 \$20.00; Twenty 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 \$19.00; Nineteen Dollars and no Cents per cubic yard of concrete in place.

Item 3: 1-1/2" crushed rock base, bedding and backfill, including necessary excavation, at \$10.00; Ten 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, marked "Document No. 358979" and endorsed, "Contract Documents for a portion of Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connections, 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 Diem Wage
Air Tool Operator (Jackhammerman, Vibrator)	\$ 9.60
Blacksmith	11.00
Bricklayer	13.80
Bricklayer Tender	9.00
Carpenter	12.00
Cement Finisher	13.00
Electrician Journeyman	13.60
Fireman and Oiler	9.40
Laborers, unskilled	8.00
Laborers, building	8.00
Laborers, underground	9.00
Laborers, Tunnels:	
Miner (hand or machine)	10.80
Motorman	10.80
Cribbers or Shorers	10.80
Powderman	10.80
Chucktender	9.20
Laborers, special:	
Asphalt, raker and ironer	9.60
Sewer pipe layer (excluding caulker)	10.40
Caulker (using tools)	9.40
Tarman and mortarman	8.40
Mechanic - Heavy Duty Repairman	12.40
Operating Engineers:	
Asphalt Plant Engineer	12.40
Asphalt Plant Fireman	11.40
Air Compressors	10.40
Bulldozers	12.40
Cranes, derricks, draglines and shovels	14.00
Elevator hoist operator	12.00
Mixers, skip type	11.40
Mixers, paving type	13.20
Pavement breaker operator	12.00
Pumps	10.40
Roller	12.00
Tow Blade or Grader	11.40
Tractor, with boom attachments	12.40
Trenching machine	13.00
Painter	12.00
Plumber	12.00
Reinforcing steel worker	13.00
Teamster	8.00
Truckdriver, less than 6 tons	8.60
Truckdriver, 6 to 10 tons	8.80
Truckdriver, 10 to 15 tons	9.20
Truckdriver, 15 to 20 tons	9.80
Foreman to receive not less than \$1.00 per diem above laborer or journeyman classification.	

Any craft or employment not specifically mentioned in the foregoing schedule of rates shall be paid not less than \$7.00 per diem.

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 were 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, 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

PAUL J. HARTLEY

CHAS. C. DAIL

WALTER W. AUSTIN

Members of the Council

ATTEST: FRED W. SICK (SEAL)
City Clerk

HADDOCK-ENGINEERS, LIMITED, a Limited Partnership

By ENGINEERS, LIMITED (a General Partner) (SEAL)

ATTEST: MARY J. MITCHELL
Mary J. Mitchell, Asst. Secretary

By PAUL B. YOUNG

Paul B. Young, 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 of the foregoing contract, this 25 day of March, 1946.

J. F. DuPAUL, City Attorney

City Attorney of The City of San Diego

By MOREY S. LEVENSON

Assistant City Attorney

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That J. E. HADDOCK, LTD. and ENGINEERS, LIMITED, co-partners, doing business under the firm name and style of HADDOCK-ENGINEERS, LIMITED, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Corporation organized and existing under the laws of the State of Maryland with principal place of business in Baltimore, 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 fifty-one thousand nine hundred and sixty dollars (\$151,960.00) (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 12th day of March, 1946.

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. 2, Old Town to Cudahy and Linda Vista Connections, including manholes, chimneys, 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, marked "Document No. 358979" and endorsed, "Contract Documents for a portion of Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connections," 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 12th day of March, 1946, 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.

HADDOCK-ENGINEERS, LIMITED, a Limited Partnership
By: ENGINEERS LIMITED (a General Partner) (SEAL)

ATTEST: MARY J. MITCHELL
Mary J. Mitchell, Asst. Secretary

By PAUL B. YOUNG
Paul B. Young, Vice President
Principal

ATTEST: R. M. DOUGHARTY Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND (SEAL)
By SPEED S. FRY Attorney-in-Fact
Surety

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.
STATE OF CALIFORNIA,

County of Los Angeles

On this 12th day of March, 1946, before me, C. R. Miller, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Speed S. Fry, known to me to be the Attorney-in-Fact, and R. M. Dougharty 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 May 6, 1949

C. R. MILLER
Notary Public in and for the County of Los Angeles,
State of California

I hereby approve the form of the within Bond this 25 day of March, 1946.

J. F. DuPAUL, City Attorney
City Attorney of the City of San Diego
By MOREY S. LEVENSON

Assistant City Attorney

Approved by a majority of the members of the Council of The City of San Diego, this 19th day of March, 1946.

ATTEST: FRED W. SICK
City Clerk

(SEAL)

Countersigned at San Diego by DONALD C. BURNHAM

General Agents-Fidelity & Deposit Company of Maryland
San Diego, California
John Burnham & Company, San Diego

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
PAUL J. HARTLEY
CHAS. C. DAIL
WALTER W. AUSTIN
Members of the Council

LABOR AND MATERIALMEN'S BOND

KNOW ALL MEN BY THESE PRESENTS, That J. E. HADDOCK, Ltd. and ENGINEERS, LIMITED, co-partners, doing business under the firm name and style of HADDOCK-ENGINEERS, LIMITED, as principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a Corporation organized and existing under the laws of the State of Maryland with principal place of business in Baltimore, Maryland, as surety, are held and firmly bound unto The City of San Diego, a municipal corporation in the County of San Diego, State of California, in the sum of Seventy-five thousand nine hundred eighty Dollars (\$75,980.00), (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 12th day of March, 1946.

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. 2, Old Town to Cudahy and Linda Vista Connections, including manholes, chimneys, 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, marked "Document No. 358979" and endorsed "Contract Documents for a portion of Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connections," 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 Seventy-five thousand nine hundred eighty Dollars (\$75,980.00), 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 11840 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 hereunto affixed, the day and year first hereinabove written.

ATTEST:
MARY J. MITCHELL
Mary J. Mitchell, Asst. Secretary

HADDOCK ENGINEERS, LIMITED, a Limited Partnership
By ENGINEERS, LIMITED(a general partner)
By PAUL B. YOUNG (SEAL)
Paul B. Young Vice-President
Surety

ATTEST:
R. M. DOUGHARTY
R. M. Dougharty Agent

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
By SPEED S. FRY (SEAL)
Speed S. Fry Attorney-in-Fact

If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.
STATE OF CALIFORNIA,

County of Los Angeles

ss

On this 12th day of March, 1946, before me, C. R. Miller, a Notary Public, in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Speed S. Fry, known to me to be the Attorney-in-Fact, and R. M. Dougharty, 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 May 6, 1949

C. R. MILLER
Notary Public in and for the County of Los Angeles,
State of California
I hereby approve the form of the within Bond this 25 day of March, 1946.

J. F. DuPAUL,
City Attorney of the City of San Diego, California
By MOREY S. LEVENSON
Assistant City Attorney

Countersigned at San Diego by

DONALD C. BURNHAM
General Agents Fidelity & Deposit Company of Maryland
San Diego, California
John Burnham & Company, San Diego

Approved by a majority of the members of the Council of The City of San Diego this 19th day of March, 1946.

HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
PAUL J. HARTLEY
CHAS. C. DAIL
WALTER W. AUSTIN

ATTEST: FRED W. SICK
City Clerk

(SEAL)

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 \$153,250.00
Dated March 27, 1946

J. McQUILKEN R. W. GEFTE
Auditor and Comptroller of the City of San Diego, California
To be paid out of Sewer System Improvement & Extension Bond Fund 707
Memo Portion of Trunk Sewer No. 2 Old Town to Cudahy & Linda Vista Connections
Haddock-Engineers, Limited.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with Haddock-Engineers Limited for the construction of portion Trunk Sewer No. 2, Old Town to Cudahy and Linda Vista Connections; being Document No. 360421.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. W. Sicken Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 Hansen is the owner of Lots 1 - 2 - 3 - 10 - 11 - 12, Block 20, of Sherman's Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 26 day of Jan. 46, by John Hansen that I will, for and in consideration of the permission granted to remove 20 feet of curbing on Island between 15th & 16th and 1501 Island adjacent to the above described property, bind myself to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself myself heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

JOHN HANSEN
1489 Island Ave.

STATE OF CALIFORNIA,
County of San Diego

ss

On this 28 day of January, A.D. Nineteen Hundred and forty-six before me Harry McKinley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Hansen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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
My Commission expires April 2, 1946 State of California
I hereby approve the form of the foregoing agreement this 28th day of January, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 1 1946 59 min. past 11 A.M. in Book 2022 at page 316 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS
M. L. PAIGE
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from John Hansen; being Document No. 358981.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, John N. Gross is the owner of Lots 11 to 14, Block 21, of Reed & Hubble Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of January, 1946, by John Gross that owner will, for and in consideration of the permission granted to remove 20 feet of curbing on Main between 26th and 27th adjacent to the above described property, bind the owner to, and he does hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

JOHN GROSS

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 30th day of January, A.D. Nineteen Hundred and forty six before me Eva A. Lockett, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John Gross known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) EVA S. LOCKETT
Notary Public in and for the County of San Diego,
My Commission expires March 9, 1948 State of California

EVA S. LOCKETT
I hereby approve the form of the foregoing agreement this 2nd day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2066 at page 3 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
M. MOREFIELD

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from John Gross; being Document No. 359141.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT Patten Deputy

C O N T R A C T

THIS AGREEMENT, Made and entered into this 18th day of March, 1946, by and between The City of San Diego, a Municipal Corporation, party of the first part, and Sam Lipsett of 725 Brighton Court, San Diego 8, California, party of the second part, WITNESSETH:

WHEREAS, the said party of the second part is investing several thousand dollars in a miniature golf course on a plot of land 160 x 100 feet, located in Parcel 2, Pueblo Lot 1803 of the Mission Beach Amusement Center, as set forth in Document No. 350719, filed November 6, 1944 in the office of the City Clerk; and

WHEREAS, said second party desires a lease from The City of San Diego for a period of five (5) years beginning January 3, 1948, when the present Larry Finley lease terminates; NOW, THEREFORE,

IT IS MUTUALLY AGREED that a lease shall be made between the party of the first part and the party of the second part upon the expiration of the lease between The City of San Diego and Larry Finley, being Document No. 350719, and said lease shall contain the following provisions, among others:

I.

Said lease shall be for a period of five (5) years, beginning January 3, 1948;

II.

The party of the second part agrees to pay The City of San Diego 10% of the gross revenues received from said business;

III.

The party of the second part agrees to lay out a course and design the same, together with any landscaping and buildings in connection therewith, with the approval of the City Manager;

IV.

The admission price to be charged shall not exceed 25¢ for children under twelve years of age and 35¢ for adults; admission price to include all Federal, State and City taxes;

V.

It is agreed and understood that any lease entered into by the City shall be subject to cancellation on 90 days notice, provided the City desires to repossess the property for any major development, without recourse or damage against the City, and

It is further understood and agreed that said contract shall be cancelled in 90 days for any breach of contract or failure to maintain said leased premises in a manner satisfactory to the City Manager;

VI.

Said contract shall contain such other provisions as agreed upon by the party of the first part, and the party of the second part at the time said contract is entered into on January 3, 1948.

IN WITNESS WHEREOF, The City of San Diego has caused this Agreement to be executed by its City Manager acting under and pursuant to Resolution No. 82730 of the City Council, duly and regularly adopted by said Council on the 12th day of March, 1946; and Sam Lipsett, the party of the second part, has affixed his signature hereto, the day and year above written.

THE CITY OF SAN DIEGO,
Party of the First Part,
By F. A. RHODES
City Manager
SAM LIPSETT
Party of the Second Part

I HEREBY APPROVE the form and legality of the foregoing Agreement this 18th day of March, 1946.

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 Sam Lipsett for operation of miniature golf course at Mission Beach Amusement Center; being Document No. 360219.

FRED W. SICK
City Clerk of the City of San Diego, California

By _____ Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 C. Vesco is the owner of Lot 9 and 10, Block 33, of Normal Heights Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this January 30 day of 1946, by John C. Vesco that I will, for and in consideration of the permission granted to remove 45 feet of curbing on Boundary St between Adams Ave and Suncrest Dr 27 ft on Adams between Boundary and 31st adjacent to the above described property, lot size = 100 x 100, bind John Vesco to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on John C. Vesco heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

JOHN C. VESCO
4356 - 33rd Place

STATE OF CALIFORNIA,

County of San Diego

ss

On this 31 day of January, A.D. Nineteen Hundred and Forty-six before me Frank Kimball, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared John C. Vesco known to me to be the person described in and whose name he subscribed to the within instrument, and acknowledged to me that _____ executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRANK KIMBALL

(SEAL)

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 February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2066 at page 4 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
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 John C. Vesco; being Document No. 359142.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. A. Rhodes Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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. Anna Hamilton is the owner of Lot 25, Block 38, of City Heights;
NOW, THEREFORE, This AGREEMENT, signed and executed this 30th day of January, 1946, by Mrs. Anna Hamilton that she will, for and in consideration of the permission granted to remove 45 feet of curbing on University Avenue between 38th Street and 39th Streets and adjacent to the above described property, bind her to, and she hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on Mrs. Anna Hamilton 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.

ANNA HAMILTON
4004 39th Street, San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego,

ss.

On this 30th day of January, A.D. Nineteen Hundred and Forty-six, before me, Frances Valteau, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Mrs. Anna Hamilton known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires June 26, 1948

FRANCES VALLEAU
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 February, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2066 at page 6 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

M. MOREFIELD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Mrs. Anna Hamilton; being Document No. 359143.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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. B. Crower is the owner of Lot 243, S.E. 100' of part Pueblo Lot #243, lying S.E. of San Diego River, and So. (of rt. of way of S.D. electric Railway Co.), of Pueblo Lands;

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of January, 1946, by H. B. Crower that he will, for and in consideration of the permission granted to remove 2-30 ft. feet of curbing on Midway Drive between West Point Loma Blvd. and Duke, 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.

H. B. CROWER

STATE OF ARIZONA

County of Maricopa

Subscribed to by H. B. Crower

STATE OF ARIZONA

County of Maricopa

ss

On this 14th day of January, A.D. Nineteen Hundred and forty six, before me, Edna T. Simmons, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared H. B. Crower known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in Phoenix, County of Maricopa, State of Arizona, the day and year in this certificate first above written.

(SEAL)

My Commission expires October 29, 1948

EDNA F. SIMMONS
Notary Public in and for the County of Maricopa
State of Arizona

I HEREBY approve the form of the foregoing agreement this 2nd day of February, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2066 at page 5 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
M. MOREFIELD

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from H. B. Crower; being Document No. 359144.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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, Fred C. Wright is the owner of Lots 17 and 18, Block C, of South La Jolla;
NOW, THEREFORE, This AGREEMENT, signed and executed this 13th day of February 1946, by Fred C. Wright that _____ will, for and in consideration of the permission granted to remove 9 feet of curbing on Bon Air Street between La Jolla Blvd and and Neptune St., adjacent to the above described property, bind me to, and I do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

FRED C. WRIGHT
7419 Draper St. La Jolla

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 13th day of February, A.D. Nineteen Hundred and Forty Six before me, Fred C. Corey, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Fred C. Wright known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in La Jolla, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires October 30, 1946 State of California

I HEREBY approve the form of the foregoing agreement this 18th day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 21 1946 35 min. past 12 P.M. in Book 2048 at page 332 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

HELEN NASI
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Fred C. Wright; being Document No. 359538.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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. B. Watson is now the owner of Lot 47 in Highland Garden, Block _____, of Highland Garden

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of February 1946, by W. B. Watson that I will, for and in consideration of the permission granted to remove 15 feet of curbing on Gilbert Drive between Berting and Dayton Streets adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

W. B. WATSON
4716 Orange Ave. San Diego

STATE OF CALIFORNIA, }
County of San Diego, } ss

On this 14th day of Feb, A.D. Nineteen Hundred and forty-six, before me Ralph Shattuck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. B. Watson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing agreement this 19th day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 21 1946 35 min. past 12 P.M. in Book 2048 at page 334 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

HELEN NASI

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from W. B. Watson; being Document No. 359578.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. 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. B. Watson is now the owner of Lot 46, Block _____, of Highland Garden,

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of February 1946, by W. B. Watson that I will, for and in consideration of the permission granted to remove 15 feet of curbing on Gilbert Drive between Berting and Dayton Streets adjacent to the above described property, bind myself to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

W. B. WATSON
4716 Orange Ave San Diego

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 14th day of Feb., A.D. Nineteen Hundred and forty-six before me Ralph Shattuck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared W. B. Watson known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

RALPH SHATTUCK
Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing agreement this 19th day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 21 1946 35 min. past 12 P.M. in Book 2048 at page 335 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

HELEN NASI

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from W. B. Watson; being Document No. 359579.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. 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. Norman Mastro is the owner of Lot #26, Block 16, of Bird Rock;

NOW, THEREFORE, This AGREEMENT, signed and executed this 18th day of November, 1945, by J. Norman Mastro that he will, for and in consideration of the permission granted to remove 40 feet of curbing on La Jolla Blvd. between Bird Rock and Forward Street, adjacent to the above described property, bind him to, and he hereby by these presents agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

J. NORMAN MASTRO
5669 Chelsea Avenue, La Jolla

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 19 day of Nov., A.D. Nineteen Hundred and forty five, before me, Howard F. Rowe, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared J. Norman Mastro 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 La Jolla Calif, County of San Diego, State of California, the day and year in this certificate first above written.

HOWARD F. ROWE

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires Feb. 17, 1947

I HEREBY approve the form of the foregoing agreement this 26th day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 28 1946 2 min. past 9 A.M. in Book 2061 at page 70 of Official Records,
San Diego Co., Cal. Recorded at request of City of San Diego.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

this document in above mentioned book.
O PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from J. Norman Mastro; being Document No. 359719.

FRED W. SICK

City Clerk of the City of San Diego, California

By TT Peters Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway of any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Ellis H. McNear and or Dorothy S. McNear is the owner of Lot 19, Block 30, of La Jolla Hermosa #2 City of San Diego

NOW, THEREFORE, This AGREEMENT, signed and executed this 29 day of Jan. 1946, by Ellis H. McNear that I will, for and in consideration of the permission granted to remove 15 feet feet of curbing on Beaumont Ave between La Casta & Camino de la Costa and adjacent to the above described property, bind us 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 our own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself Ellis H. McNear & Dorothy S. McNear, heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

ELLIS H. McNEAR
DOROTHY S. McNEAR
5845 Beaumont LaJolla

STATE OF CALIFORNIA.

County of San Diego,

SS

On this 29 day of January, A.D. Nineteen Hundred and 46, before me, Eva E. Lester, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Ellis H. McNear and Dorothy S. McNear 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.

EVA E. LESTER

(SEAL)

Notary Public in and for the County of San Diego,
49 State of California.

My Commission expires October 26, 1949

I HEREBY approve the form of the foregoing agreement this 26th day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 28 1946 2 min. past 9 A.M. in Book 2061 at page 67 of Official Records, San Diego Co., Cal. Recorded at request of City.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

this document in above mentioned book.
O PRYOR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement with Ellis H. & Dorothy S. McNear; being Document No. 359720.

FRED W. SICK

City Clerk of the City of San Diego, California

By HTT attn Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Guy Creasman is the owner of Lot 22, Block 44, of W. T. Herbert's;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of January, 1946, by Guy Creasman that I will, for and in consideration of the permission granted to remove 25 feet of curbing on Cherokee Avenue between El Cajon Blvd, and Meade Avenue, adjacent to the above described property, bind myself to, and do hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself 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.

GUY CREASMAN
4491 35th St., San Diego, Calif.

STATE OF CALIFORNIA,

County of San Diego,

} ss

On this 15 day of January, A.D. Nineteen Hundred and Forty-six, before me, Marie K. Olson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Guy Creasman known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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

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 January, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JAN 24 1946 45 min. past 10 A.M. in Book 2045 at page 373 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

M. 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 Guy Creasman; being Document No. 358802.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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 R. Sessions is the owner of Lots 19 and 20, Block 60, of Ocean
Beach,

NOW, THEREFORE, This AGREEMENT, signed and executed this ___ day of December 1945,
by Frank R. Sessions that he will, for and in consideration of the permission granted to
remove 19 Nineteen or less feet of curbing on Newport Avenue between Cable Street and Bacon
Street adjacent to the above described property, bind himself to, and he hereby by these
presents agrees to remove any driveway constructed in pursuance hereto, and to replace the
curbing at such time as the City Council of San Diego directs him so to do, and comply
therewith at his own expense and with no cost or obligation on the part of The City of San
Diego.

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 agreement herein named.

FRANK R. SESSIONS

#5048 Newport Ave OB

Subscribed and sworn to before me this

19th day of Dec. 1945

THELMA H. DEWAR Notary Public

in and for the County of San Diego, State of California

(SEAL) My Commission expires January 18, 1949

STATE OF CALIFORNIA

County of San Diego

} ss

On this 14th day of January, A.D. Nineteen Hundred and forty six before me Mark M.
Saunders, a Notary Public in and for said County, residing therein, duly commissioned and
sworn, personally appeared Frank R. Sessions known to me to be the person described in
and whose name is subscribed to the within instrument, and acknowledged to me that he
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in San Diego, County of San Diego, State of California, the day and year in this
certificate first above written.

(SEAL)

My Commission expires Aug 13, 1949

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 January, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED JAN 24 1946 45 min. past 10 A.M. in Book 2045 at page 374 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

M. 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 Frank R. Sessions; being Document No. 358803.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

FRS

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 C. Hague is the owner of Lot 1-4, Block 113, of Pacific Beach,

NOW, THEREFORE, This AGREEMENT, signed and executed this 11th day of January, by Harry C. Hague that he will, for and in consideration of the permission granted to remove 40 feet of curbing on Cass between Chalcedony and Law 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 myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

HARRY C. HAGUE
1311 Law St San Diego

STATE OF CALIFORNIA,)

County of San Diego) ss

On this 11th day of January, A.D. Nineteen Hundred and Forty Six before me Grace R. White, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared before me Harry C. Hague known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

GRACE R. WHITE

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires June 13, 1949

I hereby approve the form of the foregoing agreement this 18th day of January, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED JAN 24 1946 45 min. past 10 A.M. in Book 2045 at page 375 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

M. 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 C. Hague; being Document No. 358804.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT 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, Dana C. Stevens is the owner of the West one-half of Lots E & F, Block 257, of Horton's Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of January, 1946, by Dana C. Stevens that he will, for and in consideration of the permission granted to remove 47 feet of curbing on Ivy Street between Second Avenue and Third Avenue adjacent to the above described property, bind himself to, and he hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs 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 agreement herein named.

I hereby approve the form of the foregoing agree-

DANA C. STEVENS

ment this 22nd day of January, 1946. J F DuPaul

2207 Second Avenue, San Diego 1, Calif.

STATE OF CALIFORNIA,)

City Attorney By HARRY S. CLARK

Deputy City Attorney

County of San Diego) ss.

On this 19th day of January, A.D. Nineteen Hundred and Forty-six before me Clark M. Foote Jr, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Dana C. Stevens known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official 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 18, 1947

RECORDED JAN 24 1946 45 min. past 10 A.M. in Book 2045 at page 376 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

M. 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 Dana C. Stevens; being Document No. 358889.

FRED W. SICK

City Clerk of the City of San Diego, California

By FT Patten Deputy

A G R E E M E N T

Regarding construction of Store Bldg. and 2 apts. on 2nd Floor

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.
City of San Diego }

Nora E. Lapthorne, after being first duly sworn, deposes and says;
That she is the owner of the hereinafter described real property: Lot 8 & 9
Block 7 Subdivision El Cerrito, located at _____;

That she desires to construct said store building and apartments

That she, in consideration of approval granted by the City of San Diego to permit
the construction of said store bldg. and apartments on the S 60 ft. of 8 & S 60 ft. of W
26 ft. of 9, blk. 7, El Cerrito Heights do hereby covenant and agree to and with said City
of San Diego, a Municipal Corporation, that so long as the 4 unit apt. bldg. on lots 8 & 9,
block 7, El Cerrito Hgts. exist or remain occupied as living quarters that the N 10' of
the S 67.5' of the W 94' will remain clear and unobstructed to the sky. Also that so long
as the 2 apts. over the proposed store exist or remain occupied as living quarters that
the E 3' of W 29' of the S 60' of Lot 9, Blk. 7, El Cerrito Hgts. at the 2nd floor level
& above will remain clear & unobstructed, or that the said residential portion will be
added to in conformance with the zoning requirements for the entire parcels of Lots 8 & 9,
Blk. 7, El Cerrito. 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.

NORA E. LAPTHORNE Owner's Name
Address

On this 30th day of January A.D. Nineteen Hundred and Forty-six, before me, the
undersigned a Notary Public in and for said County, residing therein, duly commissioned
and sworn, personally appeared Nora E. Lapthorne known to me to be the person described
in and whose name is subscribed to the within instrument, and acknowledged to me that she
executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in San Diego County of San Diego, State of California, the day and year in this
certificate first above written.

(SEAL) MARIE D. SPARKS
Notary Public in and for the County of San Diego,
My Commission expires Nov. 11, 1947 State of California
RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2053 at page 181 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.
THELMA N. NEECE

Copyist 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 Nora E. Lapthorne regarding construction of store building and two apart-
ments on the second floor; being Document No. 359133.

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, GORDON L. GRAY is the owner of Lots 36, 37 & 38, Block 30, of La Jolla
Park;

NOW, THEREFORE, This AGREEMENT, signed and executed this 21st day of January, 1946,
by Gordon L. Gray that he will, for and in consideration of the permission granted to re-
move 10 feet of curbing on Girard Avenue between Silverado Street and Kline Street, ad-
jacent to the above described property, bind _____ to, and he hereby by these presents
agrees to, remove any driveway constructed in pursuance hereto, and to replace the curbing
at such time as the City Council of San Diego directs him so to do, and comply therewith
at his own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on Gordon L. Gray 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.

GORDON L. GRAY
7917 Girard Ave., La Jolla, Calif.

STATE OF CALIFORNIA, }
County of San Diego, } ss.

On this 21st day of January, A.D. Nineteen Hundred and Forty-six, before me,
Virginia C. Sampson, a Notary Public in and for said County, residing therein, duly commis-
sioned and sworn, personally appeared Gordon L. 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 La Jolla, County of San Diego, State of California, the day and year in this
certificate first above written.

(SEAL) VIRGINIA C. SAMPSON
Notary Public in and for the County of San Diego,
My Commission expires Aug. 23, 1949 State of California

I HEREBY approve the form of the foregoing agreement this 5th day of February,
1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2053 at page 180 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
THELMA N. NEECE

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Gordon L. Gray; being Document No. 359163.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, (Mrs. E. H. Crofton) Alva L. Crofton is the owner of Lot 9, Block 31, of La Jolla Hermosa Unit No. 2.

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of Jan. 1936 by (Mrs. E. H. Crofton.) Alva L. Crofton that she will, for and in consideration of the permission granted to remove 20 feet of curbing on La. Canada Ave. between Beaumont & Waverly Ave, s and adjacent to the above described property, bind herself to, and does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Mrs. E. H. Crofton Alva L. Crofton and her heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

(MRS. E. H. CROFTON) ALVA L. CROFTON
6005 Beaumont Ave. La Jolla

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 29 day of January, A.D. Nineteen Hundred and 46, before me, Virginia C. Sampson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Alva L. Crofton (Mrs. E.H.) 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.

VIRGINIA C. SAMPSON

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires Aug. 23, 1949

I HEREBY approve the form of the foregoing agreement this 4th day of February, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2053 at page 182 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
THELMA N. NEECE

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Mrs. E. H. Crofton; being Document No. 359164.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 387 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an 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 E. Craig is the owner of Lot Property location attached,
Property Location.

That portion of Lot 28 in Lemon Villa, according to Map thereof #734, filed in the office of the County Recorder of San Diego County, December 2, 1892, described as follows: Beginning at a point in the Southerly line of University Avenue, as said Avenue is shown in Map #1697, filed in the office of the County Recorder of San Diego County, October 23, 1917, distant 21.55 feet Northwesterly from the intersection of the Easterly line of said Lot 28 with the Southwesterly line of University Avenue; Thence Westerly along the Southwesterly line of University Avenue, a distance of 143.75 feet; thence Southwesterly 140 feet on a line at right angles to the Southwesterly line of University Avenue to a point; thence southwesterly 200 feet on a line parallel with and distant 140 feet from the Southwesterly line of University Avenue to a point; thence Northerly along a line parallel with and distant 20 feet Westerly from the Easterly line of University Avenue a distance of 150.9 feet to the point of beginning.

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of February 1946, by Glen E. Craig that I will, for and in consideration of the permission granted to remove 15' feet of curbing on University between in 54 hundred block and _____ adjacent to the above described property, bind _____ to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made

subject to the condition and agreement herein named.

GLEN E. CRAIG
4662 Calle Tinto, San Diego 9, Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 2nd day of Febry, A.D. Nineteen Hundred and 1946 before me S. C. Grable, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Glen E. Craig 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 _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) S. C. GRABLE
Notary Public in and for the County of San Diego,
My Commission expires June 26, 1948 State of California
I hereby approve the form of the foregoing agreement this 5th day of February, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 14 1946 20 min. past 11 A.M. in Book 2053 at page 183 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
THELMA N. NEECE
Copyist County Recorder's Office, 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 E. Craig; being Document No. 359197.
FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Larry H. Imig is the owner of Block 127, of University Heights
NOW, THEREFORE, This AGREEMENT, signed and executed this 12th day of February,
1946, by Larry H. Imig that he will, for and in consideration of the permission granted to
remove sixty (60) feet of curbing on El Cajon Blvd. between Mississippi and Louisiana
Streets 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 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 agreement herein named.

LARRY H. IMIG
2223 El Cajon Blvd., San Diego

STATE OF CALIFORNIA,)
County of San Diego) ss.

On this 12th day of February, A.D. Nineteen Hundred and Forty-six before me
Frances R. Myers, a Notary Public in and for said County, residing therein, duly commis-
sioned and sworn, personally appeared Larry H. Imig known to me to be the person described
in and whose name is subscribed to the within instrument, and acknowledged to me that he
executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at
my office in San Diego, County of San Diego, State of California, the day and year in this
certificate first above written.

(SEAL) FRANCES R. MYERS
Notary Public in and for the County of San Diego,
State of California
I hereby approve the form of the foregoing agreement this 14th day of February,
1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 21 1946 35 min. past 12 p.m. in Book 2040 at page 432 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE
O PRYOR
Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Larry H. Imig; being Document No. 359428.
FRED W. SICK
City Clerk of the City of San Diego, California

By FT Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The
City of San Diego, California, prohibit the removal of any curbing or the installation of
any driveway on any city street prior to signing an agreement with the City to replace any
curbing so removed, at such time as requested so to do by the City Council, and
WHEREAS, C. Avoyer is the owner of Lot 1 & 2, Block 33, of Teralta
NOW, THEREFORE, This AGREEMENT, signed and executed this 6 day of Feb. 1946, by
C. Avoyer that I will, for and in consideration of the permission granted to remove 28 feet

of curbing on El Cajon Blvd. between Cherokee and 37th 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 agree that this agreement shall be binding on C. Avoyer my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

C. AVOYER
3680 Indiana San Diego Calif.

STATE OF CALIFORNIA }
County of San Diego } ss.

On this 6th day of February, A.D. Nineteen Hundred and Forty-Six before me Sybil I. Newman, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared C. Avoyer known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to 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.

SYBIL I. NEWMAN
Notary Public in and for the County of San Diego,
State of California

(SEAL)
My Commission expires February 25, 1948
I hereby approve the form of the foregoing agreement this 14th day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 21 1946 35 min. past 12 P.M. in Book 2040 at page 433 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.
O PRYOR

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from C. Avoyer; being Document No. 359429.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Caesar F. Pastore and Helen L. Pastore is the owner of Lot 5 and 6, Block 107, of Roseville San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 15th day of February, 1946, by Caesar F. Pastore and Helen L. Pastore that they will, for and in consideration of the permission granted to remove 60 feet of curbing on Rosecrans Ave and 30 ft. on Lowell Ave between Lowell & McCauley Rosecrans & Lowell, and 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 Caesar F. Pastore and Helen L. Pastore heirs 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 L. PASTORE
CAESAR F. PASTORE
3310 Whittier San Diego

STATE OF CALIFORNIA, }
County of San Diego, }

On this 15th day of February, A.D. Nineteen Hundred and Forty-Six, before me, Margaret R. Anderson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Helen L. Pastore & Caesar F. Pastore known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

MARGARET R. ANDERSON
Notary Public in and for the County of San Diego,
State of California

(SEAL)
My Commission expires December 18, 1948
I HEREBY approve the form of the foregoing agreement this 21st day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 28 1946 2 min. past 9 A.M. in Book 2050 at page 487 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 Caesar F. and Helen L. Pastore; being Document No. 359635.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Karl L. Kreizinger is now the owner of Lot eight (8), Block 31, of Roseville

NOW, THEREFORE, This AGREEMENT, signed and executed this eighth day of December, 1945, by Karl L. Kreizinger that I will, for and in consideration of the permission granted to remove 80 feet of curbing on Rosecrans

Dickens Carleton
Dickens between Rosecrans and Locust 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 ourself my and our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

KARL L. KREIZINGER
MARY KREIZINGER
1610 Santa Barbara St.

STATE OF CALIFORNIA,

County of San Diego

} ss.

On this 10th day of December, A.D. Nineteen Hundred and Forty Five before me Nicholas J. Martin, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Karl L. Kreizinger and Mary Kreizinger 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)

NICHOLAS J. MARTIN
Notary Public in and for the County of San Diego,
State of California

I hereby approve the form of the foregoing agreement this 21st day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 28 1946 2 min. past 9 A.M. in Book 2059 at page 213 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book. C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Karl L. and Mary Kreizinger; being Document No. 359636.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. J. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (New Series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, Gladys I. Roethel is the owner of Lot W 1/2 of Lot 7, Block 9, of Gardner's Addition

NOW, THEREFORE, This AGREEMENT, signed and executed this 19th day of February, 1946, by Gladys I. Roethel that she will, for and in consideration of the permission granted to remove 30 ft. feet of curbing on "B" St between 17th & 18th St. and 15 ft. on 17th St. between "A" & "B" Sts. adjacent to the above described property, bind herself to, and she hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on Gladys I. Roethel my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

GLADYS I. ROETHEL
3435 Bancroft St.

STATE OF CALIFORNIA,

County of San Diego

} ss.

On this 19th day of February, A.D. Nineteen Hundred and forty six before me Fred W. Sick, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Gladys I. Roethel 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)

FRED W. SICK
Notary Public in and for the County of San Diego,
State of California

My Commission expires May 18, 1947

I hereby approve the form of the foregoing agreement this 21st day of February, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED FEB 28 1946 2 min. past 9 A.M. in Book 2059 at page 211 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy D. COLE

I certify that I have correctly transcribed this document in above mentioned book.

C. JOHNSON

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Gladys I. Roethel; being Document No. 359637.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, A. R. Dean is the owner of Lot 21, Block None, of Metropolitan Center;

NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of February, 1946, by A. R. Dean that he will, for and in consideration of the permission granted to remove 25 feet of curbing on El Cajon Blvd. between Rolando Boulevard and Pearson Drive adjacent to the above described property, bind myself to, and I hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

A. R. DEAN

6580 El Cajon Blv. San Diego

STATE OF CALIFORNIA,)

County of San Diego,)

ss

On this 28 day of February, A.D. Nineteen Hundred and 1946, before me Fred W. Strong Jr., a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared A. R. Dean known to me to be the person described in and whose name subscribed to the within instrument, and acknowledged to me that executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

FRED W. STRONG JR.

(SEAL)

Notary Public in and for the County of San Diego,
State of California

My Commission expires Oct. 29, 1949

I HEREBY approve the form of the foregoing agreement this 2nd day of March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 8 1946 10 min. past 12 P.M. in Book 2053 at page 424 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

THELMA N. NEECE

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from A. R. Dean; being Document No. 359859.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. 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, L. E. C. Smith is the owner of Lot Wly 35 feet of lot 10, Block 7, of El Retiro.

NOW, THEREFORE, This AGREEMENT, signed and executed this 18 day of Feb. 1946, by L. E. C. Smith that I will, for and in consideration of the permission granted to remove 18 feet of curbing on El Cajon Ave. between College Way and 60th Street adjacent to the above described property, bind me to, and I hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

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 agreement herein named.

L E C SMITH

1140 E 6 St National City Calif.

STATE OF CALIFORNIA,)

County of San Diego)

ss

On this 18th day of February, A.D. Nineteen Hundred and Forty-six before me Lorraine van Aalst, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. E. C. Smith known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in National City, County of San Diego, State of California, the day and year in this certificate first above written.

LORRAINE van AALST

(SEAL)

Notary Public in and for the County of San Diego,

My Commission expires Oct. 9, 1948

State of California

I hereby approve the form of the foregoing agreement this 8th day of March, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney
RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2064 at page 359 of Official
Records, San Diego Co., Cal. Recorded at request of _____
ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
ADDIELEE TIPTON HOAR
Copyist County Recorder's Office, S.D.County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from L. E. C. Smith; being Document No. 359977.
FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, E. F. Ott and Lillian Ott is the owners of Lots 5 and 6, Block 4, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of March 1946, by E. F. Ott and Lillian Ott that we will, for and in consideration of the permission granted to remove 18 feet of curbing on Columbia between C and B, adjacent to the above described property, bind us to, and we hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs us so to do, and comply therewith at our own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on ourselves our heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

E. F. OTT and LILLIAN OTT
3840 Eagle St. San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 1st day of March, A.D. Nineteen Hundred and Forty-Six, before me, Audie A. Beck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. F. Ott and Lillian Ott 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) AUDIE A. BECK
Notary Public in and for the County of San Diego,
State of California
My Commission expires Aug. 31, 1949
I HEREBY approve the form of the foregoing agreement this 8th day of March, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 16, 1946 35 min. past 10 A.M. in Book 2072 at page 212 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
A. WILHOIT
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 E. F. & Lillian Ott; being Document No. 359980.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, E. F. Ott and Lillian Ott is the owners of Lots 5 and 6, Block 4, of Middletown;

NOW, THEREFORE, This AGREEMENT, signed and executed this 1st day of March 1946, by E. F. Ott and Lillian Ott that we will, for and in consideration of the permission granted to remove 21 feet of curbing on C between Columbia and State, 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.

E. F. OTT and LILLIAN OTT
3840 Eagle St. San Diego, Calif.

STATE OF CALIFORNIA,)
County of San Diego,) ss.

On this 1st day of March, A.D. Nineteen Hundred and Forty-six, before me, Audie A. Beck, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared E. F. Ott and Lillian Ott known to me to be the persons described

in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Aug. 31, 1949

AUDIE A. BECK
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 March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2072 at page 211 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy A.S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

A. WILHOIT

Copyist County Recorder's Office, 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. F. & Lillian Ott; being Document No. 359981.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick Deputy

FORM OF CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 16th day of April, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, by and through its Council, hereinafter sometimes designated as the City, and NEWPORT DREDGING COMPANY, a corporation, and hereinafter sometimes designated as the Contractor, WITNESSETH:

ARTICLE I. That for and in consideration of the covenants and agreements herein-after 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 materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of certain dredging and filling in Mission Bay 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 18th day of March, 1946, marked Document No. 360220, 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 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 City Planning 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 may cause annulment of this contract, so far as the City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

ARTICLE V. The Contractor shall keep harmless and indemnify the City of San Diego, its officers and agents, from all damage, cost or expense that arises or results from infringement of patent right of any one for use by The City of San Diego, its officers or agents, of articles supplied by the Contractor under this contract, of which he is not patentee, or which he is not entitled to use or sell.

ARTICLE VI. The Contractor further agrees and covenants that neither the Contractor, nor any subcontractor, doing work or performing labor pursuant to the terms of this contract, who directs or controls the work of any laborer, workman or mechanic upon any of the work provided for in this contract to be done, shall require or permit any such laborer, workman or mechanic to labor more than eight (8) hours during any one calendar day in violation of the provisions of Sections 1810 to 1816, both inclusive, of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each laborer, workman or mechanic employed by the Contractor or by any subcontractor upon any of the work by this contract provided to be done, for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of the provisions of said Sections of the Labor Code, and that the Contractor will not knowingly employ or cause or allow to be employed upon any of the work provided in this contract to be done any alien, contrary to the provisions of Article 4 of the Labor Code of the State of California; and that the Contractor shall forfeit as a penalty to the City ten dollars (\$10.00) for each alien knowingly employed upon any of the work provided in this contract to be done, by the Contractor or any subcontractor; contrary to the provisions of said statute, for each calendar day; or portion thereof, during which such alien is permitted or required to labor in violation thereof.

It is further required, and the Contractor hereby expressly agrees, that laborers, workmen, and mechanics employed in the construction work contemplated by this contract shall be bona fide residents of The City of San Diego, to the extent that San Diego residents who are competent laborers, workmen, and mechanics of the various kinds or types required are available for employment at the minimum wages which the Contractor is hereby obligated to pay or at such higher wages as he is willing to pay.

ARTICLE VII. The Contractor further agrees that in the performance of the work contemplated by this contract, he will conform to and abide by all the requirements and provisions of the Charter of The City of San Diego; and that not less than the prevailing rate of per diem wages hereinafter specified shall be paid to all laborers, workmen and mechanics employed by the Contractor, or any subcontractor, in the performance of the work contemplated by this contract; and that the Contractor shall forfeit as a penalty to the

City ten dollars (\$10.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the following specified rate for any work done under this contract by the Contractor, or by any sub-contractor.

CLASSIFICATION	RATE PER DIEM 8-HOUR DAY
Assistant engineer (electrical)	\$ 15.60
Blacksmith	11.00
Blacksmith helper	8.00
Deck hand	9.20
Deck mate	10.40
Electrician	13.60
Fireman or oiler	9.20
Launch man	10.80
Levee Foreman	10.40
Levee man	8.00
Lever man	12.80
Lever man, clamshell dredge	12.80
Mechanic	11.20
Scow man	9.20
Tractor Operator	15.00
Shore or Pipe-line man	9.20
Welder	11.20
Service Truck Driver less than 6 T.	8.60
" " " 6 - 10 T.	8.80
" " " 10 - 15 T.	9.20

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 Sunday 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 have been 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 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 HELEN M. WILLIG,
Deputy
ATTEST: EDWARD R. ROBSON
Secretary

NEWPORT DREDGING COMPANY (SEAL)
ALBERT S. SPARKES President
Contractor

(If executed by an individual or partnership contractor, appropriate changes shall be made in the last preceding paragraph.)
STATE OF CALIFORNIA, } ss
County of Orange }

On this 15th day of April, in the year nineteen hundred and 46, A.D., before me, Alma M. Rath a Notary Public in and for said County, personally appeared Albert S. Sparkes known to me to be the President, and Edward R. Robson 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 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.

ALMA M. RATH
Notary Public in and for Orange County,
State of California

(SEAL)
My Commission expires October 15, 1946

I hereby approve the form and legality of the foregoing contract, this 16 day of April, 1946.

MOREY S. LEVENSON
Ass't City Attorney of The City of San Diego

FORM OF FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, That NEWPORT DREDGING COMPANY, a corporation, as principal, and AMERICAN BONDING COMPANY OF BALTIMORE 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 Eighty nine thousand and eighty-nine dollars (\$89,089.00) (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 15th day of April 1946.

Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of certain dredging and filling in Mission Bay, City of San Diego, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of The City of San Diego on the 18th day of March 1946, marked Document No. 360220, 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 April, 1946, 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: EDWARD R. ROBSON
Secretary

NEWPORT DREDGING COMPANY
ALBERT S. SPARKES President (SEAL)
Principal

ATTEST:

AMERICAN BONDING COMPANY OF BALTIMORE
W. M. WALKER Attorney-in-Fact
S. M. SMITH Agent
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 Orange) ss

On this 15th day of April, in the year nineteen hundred and 46, A.D., before me, Alma M. Rath a Notary Public in and for said County, personally appeared Albert S. Sparkes known to me to be the President, and Edward R. Robson 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 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) Notary Public in and for Orange County, State of California
My commission expires October 15, 1946

STATE OF CALIFORNIA)
County of Los Angeles) ss

On this 15th day of April, 1946, before me Theresa Fitzgibbons, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and S. M. Smith known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the American Bonding Company of Baltimore, and acknowledged to me that they subscribed the name of American Bonding Company of Baltimore thereto as Principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) Notary Public in and for the State of California
My Commission expires May 3, 1946

I hereby approve the form of the within Bond this 16 day of April, 1946.

MOREY S. LEVENSON
Ass't 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 16th day of April, 1946.

ATTEST: FRED W. SICK City Clerk (SEAL)
By HELEN M. WILLIG, Deputy

CHAS. C. DAIL
PAUL J. HARTLEY
CHARLES B. WINCOTE
ERNEST J. BOUD
WALTER W. AUSTIN
Members of the Council

FORM OF LABOR AND MATERIALMEN'S BOND
KNOW ALL MEN BY THESE PRESENTS, That NEWPORT DREDGING COMPANY, a corporation,

as principal, and AMERICAN BONDING COMPANY OF BALTIMORE 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 Forty-four thousand five hundred forty-five Dollars (\$44,545.00), (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 April, 1946.
Whereas, the said principal has entered into the annexed contract with The City of San Diego to furnish materials, and furnish all labor, tools, equipment, transportation and other expenses necessary or incidental to the construction, completion and installation of certain dredging and filling in Mission Bay, City of San Diego, in the County of San Diego, State of California, all as more particularly and in detail shown upon those certain plans and specifications filed in the office of the City Clerk of said The City of San Diego on the 18th day of March, 1946, marked Document No. 360220, 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 Forty-four thousand five hundred forty-five Dollars (\$44,545.00), 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 April, 1946, 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: EDWARD R. ROBSON
Secretary
NEWPORT DREDGING COMPANY (SEAL)
ALBERT S. SPARKES President
Principal
ATTEST: S. M. SMITH Agent
AMERICAN BONDING COMPANY OF BALTIMORE (SEAL)
By W. M. WALKER Attorney-in-Fact

STATE OF CALIFORNIA, }
County of Orange } ss.
On this 15th day of April, in the year nineteen hundred and 46, A.D., before me, Alma M. Rath a Notary Public in and for said County, personally appeared Albert S. Sparkes known to me to be the President, and Edward R. Robson 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 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) Notary Public in and for Orange County, State of California
My commission expires October 15, 1946.

STATE OF CALIFORNIA }
County of Los Angeles } ss
On this 15th day of April, 1946, before me Theresa Fitzgibbons, a Notary Public, in and for the County and State aforesaid, duly commissioned and sworn, personally appeared W. M. Walker and S. M. Smith known to me to be the persons whose names are subscribed to the foregoing instrument as the Attorney-in-Fact and Agent respectively of the American Bonding Company of Baltimore, and acknowledged to me that they subscribed the name of American Bonding Company of Baltimore thereto as Principal and their own names as Attorney-in-Fact and Agent, respectively.

(SEAL) Notary Public in and for the State of California
My Commission expires May 3, 1946 County of Los Angeles
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 16 day of April, 1946.
MOREY S. LEVENSON

Asst 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 16th day of April 1946.

CHAS. C. DAIL
CHARLES B. WINCOTE
PAUL J. HARTLEY
ERNEST J. BOUD
WALTER W. AUSTIN
Members of the Council
ATTEST: FRED W. SICK City Clerk (SEAL)
By HELEN M. WILLIG Deputy

I HEREBY CERTIFY that the foregoing is a full, true and correct copy of contract with Newport Dredging Co. for dredging and filling in Mission Bay at Ventura Point; being Document No. 361083.

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 P. Laursen is the owner of Lots 3 - 4 - 5, Block 275, of Middle-town

NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of March, 1946, by James P. Laursen that I will, for and in consideration of the permission granted to remove 25 ft. feet of curbing on Pacific St between Laurel and Kalmia 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 agreement herein named.

JAMES P. LAURSEN
8848 Glenira Ave La Mesa Calif.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 5th day of March, A.D. Nineteen Hundred and forty-six, before me Harry McKinley, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared James P. Laursen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires April 2, 1946 State of California
I hereby approve the form of the foregoing agreement this 11th day of March, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2072 at page 210 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
A. WILHOIT

I certify that I have correctly transcribed this document in above mentioned book.

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from James P. Laursen; being Document No. 360055.

FRED W. SICK
City Clerk of the City of San Diego, California

By F 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, R. F. Tooley is the owner of Lot L and south 30 ft of Thorn St adjoining Block 375, of Horton

NOW, THEREFORE, This AGREEMENT, signed and executed this 27th day of December, 1945, by R. F. Tooley that I will, for and in consideration of the permission granted to remove 12 ft feet of curbing on Reynard Way between Redwood and Upas 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 R. F. Tooley my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

R. F. TOOLEY
3280 Reynard Way

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 16th day of January, A.D. Nineteen Hundred and Forty-Six before me Margaret R. Anderson, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. F. Tooley known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in _____, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires December 18, 1948 State of California

MARGARET R. ANDERSON

I hereby approve the form of the foregoing agreement this 13th day of March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2072 at page 209 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

A. WILHOIT

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from R. F. Tooley; being Document No. 360138.

FRED W. SICK

City Clerk of the City of San Diego, California

By HT Patten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, R. V. Meniffee is the owner of Lots A-B-C & D, Block 71, of Hortons Add.

NOW, THEREFORE, This AGREEMENT, signed and executed this 2nd day of March, 1946, by R. V. Meniffee that he will, for and in consideration of the permission granted to remove 27 feet of curbing on "F" Street between 6th & 7th 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 agreement herein named.

R. V. MENIFFEE

3219 Oliphant St

STATE OF CALIFORNIA,

} ss

County of San Diego

On this 2nd day of March, A.D. Nineteen Hundred and Forty-six before me Thomas M. Hamilton, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. V. Meniffee known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

THOMAS M. HAMILTON

Notary Public in and for the County of San Diego,
State of California

(SEAL)

THOMAS M. HAMILTON

I hereby approve the form of the foregoing agreement this 8th day of March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2064 at page 356 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

ADDIELEE TIPTON HOAR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from R. V. Meniffee; being Document No. 359976.

FRED W. SICK

City Clerk of the City of San Diego, California

By HT Patten Deputy

BOND NO. 114047

KNOW ALL MEN BY THESE PRESENTS, That BAY SHORE MOTORS, a corporation, 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 THREE THOUSAND FOUR HUNDRED SIX and no/100 Dollars (\$3,406.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 7th day of March, 1946.

THE CONDITION OF THE ABOVE 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 - Ford 1/2 Ton Pickups equipped with 100 HP V8 engines of 239 cu. inch displacement, 4 - 650 x 16 six ply tires, oil bath air cleaner and oil filter;
- 1 - Ford 1-1/2 ton truck, 158" wheel base, chassis and cab, equipped with 100 HP motor, 239 cu. inch displacement, oil bath air cleaner, oil filter auxiliary springs, reinforced fram, four-speed transmission, 6 - 750 x 20 eight ply tires on 7" rims, vacuum Booster; and
- 3 - Ford 1-1/2 ton trucks, 158" wheel base, chassis and cab, equipped with platform bodies 7' 6" x 12', 100 HP motors, 239 cu. inch displacement, oil bath air cleaners and oil filters, auxiliary springs, reinforced frame, four-speed, transmissions, 6 - 750 x 20 eight ply tires on 7" rims, vacuum Booster,

in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: H. J. SIEGLE - Secy - Treas

BAY SHORE MOTORS

By P. E. FRAZIER - Vice-Pres.

Principal
THE TRAVELERS INDEMNITY COMPANY

By ROBERT A. DRISCOLL,

Attorney-in-Fact

Surety

The premium charge for this bond is \$17.03

I hereby approve the form of the within Bond, this 22nd day of March, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 18th day of March 1946.

F. A. RHODES,

City Manager

STATE OF CALIFORNIA

County of Los Angeles

ss

On this 7th day of March, 1946, before me personally came Robert A. Driscoll 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.

J. H. HARGREAVES Notary Public

(SEAL)

In and for the County of Los Angeles, State of

California

My commission expires November 18, 1949

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 7th day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and BAY SHORE MOTORS, 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:

7 - Ford 1/2 Ton Pickups equipped with 100 HP V8 engines of 239 cu. inch displacement, 4 - 650 x 16 six ply tires, oil bath air cleaner and oil filter;

1 - Ford 1-1/2 ton truck, 158" wheel base, chassis and cab, equipped with 100 HP motor, 239 cu. inch displacement, oil bath air cleaner, oil filter, auxiliary springs, reinforced frame, four-speed transmission, 6 - 750 x 20 eight ply tires on 7" rims, vacuum booster; and

3 - Ford 1-1/2 ton trucks, 158" wheel base, chassis and cab, equipped with platform bodies 7'6"x12', 100 HP motors, 239 cu. inch displacement, oil bath air cleaners and oil filters, auxiliary springs, reinforced frame, four-speed transmissions, 6 - 750 x 20 eight ply tires on 7" rims, vacuum booster;

All in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 358828; excepting, however, that 750 x 20 8 ply tires will be furnished on 1-1/2 ton trucks instead of 700 x 20 10 ply tires.

Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

7 - Ford 1/2 ton pickups	@ \$1,003.44 ea	\$ 7,024.08
1 - Ford 1-1/2 ton truck	@ \$1,495.88	1,495.88
3 - Ford 1-1/2 ton trucks (platform bodies)	@ \$1,700.88 ea	5,102.64
		<u>\$13,622.60</u>

Said prices include the California State Sales Tax.

Delivery will be made, when production is uninterrupted, on approximately the following basis:

One or more pickups per month; and

One or more 1-1/2 ton trucks per month.

subject to delays resulting from strikes, accidents and other conditions beyond its control.

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 Six Hundred Twenty-two and 60/100 Dollars (\$13,622.60), inclusive of the California State Sales Tax. Payment will be made for said equipment in accordance with purchase order and delivery.

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 were 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

(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. 82664 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

BAY SHORE MOTORS

By P. E. FRAZIER - Vice-Pres.

Contractor

ATTEST: H. J. SIEGLE - Secy-Treas. (SEAL)

I hereby approve the form and legality of the foregoing contract this 22nd day of March, 1946.

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 Bay Shores Motors, for furnishing Ford trucks and equipment; being Document No. 360410.

FRED W. SICK

City Clerk of the City of San Diego, California

By

F. J. Patten

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 and no/100 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 13th day of March, 1946.

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; RIVIERA DRIVE, 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.

SAN DIEGO GAS & ELECTRIC COMPANY

By A. E. HOLLOWAY

Vice President in Charge of Sales
Principal

ATTEST: R. C. CAVELL
Secretary

(SEAL)

THE CENTURY INDEMNITY COMPANY

By FRANKLIN T. HALE

Attorney-in-fact.

Surety

ATTEST: _____

(SEAL)

STATE OF CALIFORNIA,

County of San Diego

} ss

On this 13th day of March, A.D., 1946, 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)

I hereby approve the form of the foregoing Undertaking this 21 day of March, 1946.

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. 82696 passed and adopted on the 5th day of March, 1946, require and fix the sum of \$147.00 as the penal sum of the foregoing Undertaking.

FRED W. SICK

City Clerk of The City of San Diego

CONTRACT FOR STREET LIGHTING

Crown Point Lighting District No. 1

THIS AGREEMENT, made and entered into this 22nd day of March, 1946, 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:

MOORLAND DRIVE, for its entire length in Crown Point;

RIVIERA DRIVE, 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, 1946, to-wit: to and including February 14, 1947.

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 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 Five Hundred Eighty-five and no/100 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 and no/100 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: R. C. CAVEL
Secretary

SAN DIEGO GAS & ELECTRIC COMPANY
By A. B. HOLLOWAY (SEAL)
Vice President in Charge of Sales

THE CITY OF SAN DIEGO
By HARLEY E. KNOX
G. C. CRARY
CHARLES B. WINCOTE
CHAS. 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 21 day of March, 1946.

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 Crown Point Lighting District No. 1; being Document No. 360366.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. Sick 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 ONE THOUSAND NINE HUNDRED THIRTEEN and no/100 Dollars (\$1913.00) lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds it-self, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of March, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to

- 10 - 4" Crane List 480-1/2 hub end gate valves
- 30 - 6" " " " " " "
- 6 - 10" " " " " " "
- 4 - 30" Nordstrom flanged 125# No. 1169 plug valves
- 8 - 30" Std forged steel buttweld flanges F & D with bolts & gaskets
- 4 - Boxes Fig. #916 Size H lubricant

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: _____
CRANE COMPANY
R. E. MUSE Mgr
Principal
GENERAL CASUALTY COMPANY OF AMERICA
By: FRANK FIEGER Attorney-in-fact
Surety (SEAL)

STATE OF CALIFORNIA }
County of Los Angeles } ss
On this 11th day of March A.D., 1946, before me, Ardelle L. Coons, a Notary Public in and for the County and State aforesaid, duly commissioned and sworn, personally appeared Frank Fieger, Attorney-in-Fact of the General Casualty Company of America, to be personally known to be the individual and officer described in and who executed the within instrument, and he acknowledged the same, and being by me duly sworn, deposes and says that he is the said officer of the Company aforesaid, and the seal affixed to the within instrument is the corporate seal of said Company, and that the said corporate seal and his signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of said corporation.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in the City of Los Angeles, County of Los Angeles, the day and year first above written.

(SEAL) Notary Public in and for the County of Los Angeles,
My Commission expires June 4, 1947 State of California
I hereby approve the form of the within Bond, this 25th day of March, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney
I hereby approve the foregoing bond this 22nd day of March 1946.
F. A. RHODES,
City Manager

C O N T R A C T

THIS AGREEMENT, Made and entered into at The City of San Diego, State of California, this 25th day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal 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, 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:

- 10 - 4" Crane List 480-1/2 hub end gate valves
- 30 - 6" " " " " " "
- 6 - 10" " " " " " "

All the above shall be in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 358590.

- 4 - 30" Nordstrom flanged 125# No. 1169 plug valves
- 8 - 30" Std. forged steel buttweld flanges faced and drilled with bolts and gaskets
- 4 - Boxes Fig. #916 Size H lubricant.

The three last mentioned items shall be in accordance with the specifications therefor on file in the office of said City Clerk under Document No. 358668. Said contractor hereby agrees to furnish and deliver the material above described at and for the following prices, to-wit:

10 - 4" Crane List 480-1/2 hub end gate valves	@ \$	19.69 ea	\$ 196.90
30 - 6" " " " " " "	@ \$	32.80 ea	984.00
6 - 10" " " " " " "	@ \$	82.12 ea	492.72
4 - 30" Nordstrom plug valves	@ \$	1331.97 ea	5,327.88
8 - 30" Std forged steel buttweld flanges, F & D with bolts & gaskets	@ \$	80.27 ea	642.16
4 - Boxes Fig. #916 Size H lubricant	@ \$	2.05 ea	8.20
			<u>\$7,651.86</u>

Said prices include the California State Sales Tax.

The prices above quoted are based upon the schedule of prices now in effect. In the event that, at the time the said material is ready for delivery (but not later than the time allowed for delivery, as specified hereinabove), the Office of Price Administration shall have placed in effect a higher legal ceiling price for said valve than the price above stated, then the price to be paid by the City for the said material shall be the said legal ceiling price so fixed by the Office of Price Administration.

Said contractor agrees to begin delivery of said material within 18 weeks from and after the date of the execution of this contract, and to complete said delivery on or before the _____ day of _____, 1946, subject to delays resulting from strikes, accidents and/or any other conditions beyond its control.

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 Six Hundred Fifty-one and 86/100 Dollars (\$7,651.86), including the California State Sales Tax.
Payment will be made for said material in accordance with purchase orders and delivery.

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. 82569 and No. 82573 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

CRANE COMPANY
R. E. MUSE Mgr
Contractor

ATTEST: _____

I hereby approve the form and legality of the foregoing contract this 25th day of March, 1946.

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 Crane Company for furnishing gate valves and fittings; being Document No. 360436.

FRED W. SICK
City Clerk of the City of San Diego, California
By Francis T. Tatters Deputy

A G R E E M E N T

Regarding construction of a fence which will vary from 6 ft. to 12 ft. in height and located in front of the setback line, for portions of the fence.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO
City of San Diego

} ss

St. Augustine School of San Diego, Inc. by Rev. W. R. Kirk, President, after being first duly sworn, deposes and says;

That I represent the owners of the hereinafter described real property; Lots One (1) to Twenty (20) and Thirty one (31) to Forty eight (48) Six (6) Lot One (1) to Eighteen (18) and Thirty one (31) to Forty eight (48) Block Five (5) Subdivision Carmel Heights, located at 3266 Nutmeg Street;

That we desire to erect fences which will vary from 6 ft. to 12 ft. in height, and to locate portions of these fences in front of the setback lines on 32nd Street, Bancroft Street and 33rd Street and have applied for a variance to the Fence Ordinance by Application No. 3455, dated January 24, 1946;

That we, in consideration of approval granted by the City of San Diego to construct said fence in front of the setback lines by Zoning Committee Resolution No. 1367, dated February 28, 1946; do hereby covenant and agree to and with said City of San Diego, a Municipal Corporation, that if and when the streets are widened we will move said fence at no expense to the city.

That this agreement shall run with the land and be part of a general plan for the

protection and benefit of all parties concerned, and that if the property should hereafter be conveyed to any other person, firm or corporation that the instrument by means of which title or any interest in or to said real property, or any parcel thereof, is conveyed will contain a restriction limiting the use of the part or parcel so conveyed, or in the event of the conveyance of the whole of said property hereinbefore described, then to use the whole of said property in keeping with this agreement.

REV. W. R. KIRK President
St. Augustine School of San Diego, Inc.

Address
On this 7th day of March A.D. Nineteen Hundred and forty six, before me August M. Wadstrom a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Rev. W. R. Kirk known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) AUGUST M. WADSTROM
Notary Public in and for the County of San Diego,
State of California
RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2074 at page 284 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
I certify that I have correctly transcribed this document in above mentioned book.
HELEN NASI

Copyist County Recorder's Office, S.D. County, Calif.
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement from St. Augustine School of San Diego Inc. regarding construction of six to twelve foot fence; being Document No. 359951.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Kate Brown Stephens is the owner of Lots 25 & 26 Block 241, of Univ. Heights

NOW, THEREFORE, this AGREEMENT, signed and executed this 19th day of Feby, 1946, by Kate Brown Stephens that I will, for and in consideration of the permission granted to remove 40 feet of curbing on Park Blvd. between Robinson Ave. and Pennsylvania Ave. adjacent to the above described property, bind me to, and I hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs me so to do, and comply therewith at my own expense and with no cost or obligation on the part of The City of San Diego.

And further agree that this agreement shall be binding on myself my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

KATE BROWN STEPHENS
3746 Park Blvd. San Diego
Burr Watson Lessor
3736 Park Blvd.

STATE OF CALIFORNIA, }
County of San Diego } ss

On this 19th day of February, A.D. Nineteen Hundred and Forty-six before me Mabel G. Loy, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Kate Brown Stevens 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) MABEL G. LOY
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 March, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2066 at page 433 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY
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 Kate Brown Stephens; being Document No. 359974.

FRED W. SICK
City Clerk of the City of San Diego, California

By FT 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, Beatrice Allen is the owner of Lot 3, Block 240, of Middletown
 NOW, THEREFORE, This AGREEMENT, signed and executed this 5th day of March 1946, by Beatrice Allen that she will, for and in consideration of the permission granted to remove 30 feet of curbing on Pacific Highway between Noel and Estudillo adjacent to the above described property, bind her to, and she hereby by these presents agrees to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs her so to do, and comply therewith at her own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on myself and my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

BEATRICE ALLEN
 2816 Columbia

STATE OF CALIFORNIA,

County of San Diego

ss

On this 5 day of March, A.D. Nineteen Hundred and Forty-Six before me Louise Cord, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Beatrice Allen known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

LOUISE CORD

(SEAL)

Notary Public in and for the County of San Diego,
 State of California

I hereby approve the form of the foregoing agreement this 8th day of March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK
 Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2066 at page 432 of Official Records
 San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
 By Deputy A S GRAY

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 Beatrice Allen; being Document No. 359975.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. T. Tatten Deputy

assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreement herein named.

G. F. CONROE

3627 Riviera Drive San Diego 9, Calif.

STATE OF CALIFORNIA,

County of San Diego

ss

On this 1st day of March, 1946, A.D. Nineteen Hundred and 46 before me J. D. Hennesy, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared G. F. Conroe known to me to be the person described in and whose name was subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

J. D. HENNESY

(SEAL)

Notary Public in and for the County of San Diego,
 State of California

My Commission expires Oct. 19, 1947

I hereby approve the form of the foregoing agreement this 8th day of March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK
 Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2056 at page 477 of Official
 Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
 By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

E. J. PAUL

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
 Curb Removal Agreement from G. F. Conroe; being Document No. 359978.

FRED W. SICK

City Clerk of the City of San Diego, California

By J. 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, Star & Crescent Oil Company is the owner of Lots A, B, C, D, I, J, K, & L, Block 56, of Horton's Addition;

NOW, THEREFORE, This AGREEMENT, signed and executed this 6th day of March, 1946, by Star & Crescent Oil Co. that it will, for and in consideration of the permission granted to remove 80 feet of curbing on Front Street between E Street and Broadway and 80 feet of curbing on Union Street between E Street and Broadway, adjacent to the above described property, bind itself to, and it hereby by these presents agrees to, remove any driveway

constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs it so to do, and comply therewith at its own expense and with no cost or obligation on the part of The City of San Diego.

And further agrees that this agreement shall be binding on itself heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

STAR & CRESCENT OIL CO.
By RAY W. PATRICK Ass't Secy.
656 Spreckels Bldg.

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 6th day of March, 1946, 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 Ray W. Patrick known to me to be the Ass't Secretary of the Corporation that executed the within instrument, known to me to be the person who executed the within Instrument on behalf of the Corporation therein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the County of San Diego, the day and year in this certificate first above written.

(SEAL)

My Commission expires Dec. 13, 1947

E. NICOLSON
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 March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2056 at page 476 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

E. J. PAUL

Copyist County Recorder's Office, 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 & Crescent Oil Company; being Document No. 359979.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. J. 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, Molly Prager and Anna Prager are the owners of Lots 1 to 6, Block 40, H. B. Whitneys Addition,

NOW, THEREFORE, This AGREEMENT, signed and executed this 16th day of January 1946, by Molly Prager and Anna Prager that they will, for and in consideration of the permission granted to remove 116 feet of curbing on National Ave between Thirty-first and Thirty-second Streets adjacent to the above described property, bind themselves to, and do hereby by these presents agree to remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs them so to do, and comply therewith at their own expense and with no cost or obligation on the part of The City of San Diego.

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 agreement herein named.

MOLLY PRAGER
ANNA PRAGER
3191 National Ave.

STATE OF CALIFORNIA,

County of San Diego

ss

On this 27th day of February, A.D. Nineteen Hundred and Forty-Six before me Valrie E. Letts, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Molly Prager and Anna Prager known to me to be the persons described in and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires Sept. 27, 1949

VALRIE E. LETTS
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 March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2071 at page 343 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder

By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.

M. AVERILL

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from Molly and Anna Prager; being Document No. 359930.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. J. 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, Urban Urbany is the owner of Lot 11 and 12, Block 186, of Middletown; NOW, THEREFORE, This AGREEMENT, signed and executed this 28th day of February, 1946, by Urban Urbany that he will, for and in consideration of the permission granted to remove 25 feet of curbing on Moore Street between Clayton St. and Sutherland St., adjacent to the above described property, bind him to, and he does hereby by these presents agree to, remove any driveway constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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.

URBAN URBANY
3236 Ibis St., San Diego, Cal.

STATE OF CALIFORNIA,)
County of San Diego,) ss

On this 28th day of February, A.D. Nineteen Hundred and forty-six, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Urban Urbany known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in City of San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL) Notary Public in and for the County of San Diego,
My Commission expires March 29, 1948 State of California

I HEREBY approve the form of the foregoing agreement this 13th day of March, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2074 at page 285 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.
HELEN NASI

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from Urban Urbany; being Document No. 360139.

FRED W. SICK
City Clerk of the City of San Diego, California

By 7/7 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, R. V. Ladd is the owner of Lot #1 - #2 - #3, Block 54, of Roseville NOW, THEREFORE, This AGREEMENT, signed and executed this Fifth day of March, 1946, by R. V. Ladd that he will, for and in consideration of the permission granted to remove 22 feet of curbing on Fenelon between Plum St. and Clove St. adjacent to the above de- scribed property, bind him to, and he hereby by these presents agrees to remove any drive- way constructed in pursuance hereto, and to replace the curbing at such time as the City Council of San Diego directs him so to do, and comply therewith at his own expense and with no cost or obligation on the part of The City of San Diego.

And further 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 agreement herein named.

R. V. LADD
1031 Alexandria Dr.

STATE OF CALIFORNIA,)
County of San Diego) ss

On this 5th day of March, A.D. Nineteen Hundred and forty-six before me T. N. Faulconer, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared R. V. Ladd known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, 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 Feby 27, 1950 State of California

I hereby approve the form of the foregoing agreement this 12th day of March, 1946.
J. F. DuPAUL, City Attorney
By HARRY S. CLARK
Deputy City Attorney

RECORDED MAR 16 1946 35 min. past 10 A.M. in Book 2074 at page 284 of Official
Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy A. S. GRAY

I certify that I have correctly transcribed this document in above mentioned book.
HELEN NASI

Copyist County Recorder's Office, S.D.County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of

Curb Removal Agreement from R. V. Ladd; being Document No. 360152.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. Tatten Deputy

A G R E E M E N T

WHEREAS, the provisions of Ordinance No. 837 (new series) of the ordinances of The City of San Diego, California, prohibit the removal of any curbing or the installation of any driveway on any city street prior to signing an agreement with the City to replace any curbing so removed, at such time as requested so to do by the City Council, and

WHEREAS, M I Borenstein is the owner of Lot 36, Block 48, of Teralta Subdivision;

NOW, THEREFORE, This AGREEMENT, signed and executed this 26 day of March 1946, by M I Borenstein that he will, for and in consideration of the permission granted to remove 32 feet of curbing on Wilson Ave between Orange and El Cajon Bld., 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 owners 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 M I Borenstein 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.

MAX I BORENSTEIN
4282 Wilson Ave.

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 26 day of March, A.D. Nineteen Hundred and Forty-Six before me, Mary Ryan, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared Max I Borenstein 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.

MARY RYAN

(SEAL)

My Commission expires Oct. 30, 1948.

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 March, 1946.

J. F. DuPAUL, City Attorney
By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 30 1946 3 min. past 9 A.M. in Book 2060 at page 379 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. MORGAN

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Curb Removal Agreement from M. I. Borenstein; being Document No. 360588.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. Tatten Deputy

MONTH-TO-MONTH LEASE

WHEREAS, The City of San Diego, hereinafter referred to as the "Lessor", is, and since the 16th day of September, 1945, has been, the owner of that certain land adjacent to Mission Bay or its entrance, in said City of San Diego, State of California, particularly described as follows:

Beginning at a point on the Permanent Boundary line of Mission Bay as determined in S.C. 84864; said point being Station 220+88.48 on said Permanent Boundary Line; thence North 8° 17' 06" West from said point 70 feet; thence South 84° 09' 06" East a distance of 41.24 feet to the true point of beginning; thence Northerly parallel with the Permanent Boundary Line 200 feet; thence in an easterly direction bearing South 84° 09' 06" East a distance of 150 feet; thence Southerly parallel with the Permanent Boundary Line 200 feet; thence Westerly bearing North 84° 09' 06" West a distance of 150 feet to the true point of beginning and containing approximately 30,000 square feet; hereinafter referred to as "said land"; and

WHEREAS, Mrs. Victoria Smith, of 4914 West Point Loma Boulevard, San Diego, California, as hereinafter referred to as the "Lessee", desires to lease said land from the Lessor; NOW, THEREFORE,

THIS AGREEMENT WITNESSETH: That the Lessor does hereby lease to the Lessee said land from month to month, for residential and bathhouse purposes and uses incidental thereto, and for no other purpose. This lease shall be effective as of the 16th day of September, 1945, and may be terminated by either party hereto by thirty (30) days' notice in writing to the other. Notice to the Lessor shall be delivered to the City Manager, Assistant City Manager or Assistant to the City Manager, at the office of the City Manager, Room 253, Civic Center Administration Building, San Diego, California; notice to the Lessee shall be delivered to her personally, or by United States Mail addressed to the Lessee at the premises hereby leased to the Lessee.

As and for the rental of said land, the Lessee shall pay to the Lessor monthly, in advance, on the 16th day of each calendar month, the sum of Ten Dollars (\$10.00) per month. Said rental shall be paid to the Lessor at the Office of the City Treasurer, in the Civic Center Administration Building.

Dated this 1st day of March, 1946.

THE CITY OF SAN DIEGO, Lessor
By F. A. RHODES

City Manager
VICTORIA T. SMITH
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 27th day of March, 1946.

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 Mrs. Victoria Smith for land near Mission Bay for residential and bathhouse purposes; being Document No. 360537.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Patten Deputy

KNOW ALL MEN BY THESE PRESENTS, That CEMENT GUN COMPANY of ALLENTOWN, PENNA., as Principal and THE MARYLAND CASUALTY COMPANY OF BALTIMORE, 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 FOUR HUNDRED NINETY-FOUR Dollars (\$494.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 21 day of March, 1946.

THE CONDITION OF THE ABOVE 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 - cement gun, Type N-1, as manufactured by Cement Gun Company, Allentown, Pa., 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: RUTH M. AMEY (SEAL)
Asst. Secretary

CEMENT GUN COMPANY

J. MAIR Pres.

Principal

ATTEST: A. T. BIMLER (SEAL)

MARYLAND CASUALTY COMPANY

By D. I. KOCH Attorney-in-Fact
Surety

I hereby approve the form of the within Bond, this 25th day of March, 1946.

J. F. DuPAUL, City Attorney

By B. L. COMPARET

Deputy City Attorney

I hereby approve the foregoing bond this 26th day of March 1946.

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 21 day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and CEMENT GUN 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 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 - Cement Gun, Type N-1, as manufactured by Cement Gun Company, Allentown, Pa., in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 359006; guarantee limited to replacement of parts f.o.b. factory within one year; guaranteed free of defective workmanship and material and to conform to said specifications.

Contractor agrees to ship cement gun and equipment from its factory at Allentown, Pa., within thirty (30) days after the termination of the strike at said factory, and/or the "steel" strike.

Said contractor hereby agrees to furnish and deliver the said cement gun at and for the price of One Thousand Nine Hundred Seventy-five Dollars (\$1975.00), exclusive of the California State Sales Tax.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrant drawn upon the proper fund of said City, the following sum, to-wit: One Thousand Nine Hundred Seventy-five Dollars (\$1975.00), exclusive of the California State Sales Tax.

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 were 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 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. 82703 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
CEMENT GUN COMPANY
J. MAIR Pres.

ATTEST: RUTH M. AMEY

Asst. Secretary (SEAL)

Contractor

I hereby approve the form and legality of the foregoing contract this 25th day of March, 1946.

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 Cement Gun Company for furnishing one cement gun type N-1; being Document No. 360538.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That GRINNELL COMPANY OF THE PACIFIC, 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 TWO HUNDRED NINE and no/100 Dollars (\$209.00), lawful money of the United States of America, to be 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 March, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to furnish and deliver to said City: 1 - 24" Nordstrom plug valve with fittings in accordance with the plans and specifications referred to in said contract, and for the contract price there in set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

GRINNELL COMPANY OF THE PACIFIC
PETER P. SCHUBERT, Branch Mgr.
Principal

ATTEST: _____

AMERICAN SURETY COMPANY OF NEW YORK
By A. E. KRULL
Resident Vice President

ATTEST: I. TAYLOR (SEAL)
Resident Assistant Secretary

Surety 18-460-448

Premium charged for this bond is \$5.00 for its term
I hereby approve the form of the within Bond, this 25th day of March, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 26th day of March 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA,)
County of Los Angeles) ss

On this 20th day of March, A.D. 1946, 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. 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.

GRACE NICHOLSON
Notary Public in and for the County of Los Angeles
State of California

(SEAL)
My Commission expires Jan. 18, 1949

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 20th day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and GRINNELL COMPANY OF THE PACIFIC, 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 - 24" Nordstrom flanged 125# No. 1169 plug valve, with 125# standard flanges, gaskets, nuts and bolts; with one box lubricant and one pair 125# steel companion flanges; all in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 358668.

Said contractor hereby agrees to furnish and deliver the material above described at and for the price as follows:

1 - 24" Nordstrom plug valve.....	\$ 850.86
Less 2% 10th prox (net 30 days).....	17.02
	<u>\$ 833.84</u>

Said price includes the California State Sales Tax.

Said contractor agrees to deliver said material within six (6) to eight (8) months after the date of the execution of this contract, subject to delays resulting from strikes, accidents, and/or any other conditions beyond their control.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractors herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrant drawn upon the proper fund of said City, the sum of Eight Hundred Thirty-three and 84/100 Dollars (\$833.84), including the California State Sales Tax.

Payment will be made for said material in accordance with purchase order and delivery.

The price above stated is based upon the schedule of prices now in effect. In the event that, at the time the said valve is ready for delivery (but not later than the time allowed for delivery, as specified hereinabove), the Office of Price Administration shall have placed in effect a higher legal ceiling price for said valve than the price above stated, then the price to be paid by the City for the said valve shall be the said legal ceiling price so fixed by the Office of Price Administration.

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 have been 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. 82572 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

GRIMMELL COMPANY OF THE PACIFIC

By PETER P. SCHUBERT Branch Mgr.

Contractor

ATTEST: _____

I hereby approve the form and legality of the foregoing contract this 25th day of March, 1946.

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 Grimmell Company of the Pacific for furnishing one 24" Nordstrom plug valve with fittings; being Document No. 360567.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. W. SICK Deputy

L E A S E

THIS INDENTURE OF LEASE, made and entered into this 28th day of March, 1946, 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 WILLARD T. EVENSON, FRANKLIN F. EVENSON, CLARENCE R. EVENSON and JUSTIN C. EVENSON, hereinafter designated as the Lessees, WITNESSETH:

That the City, lessor as aforesaid, does by these presents demise and let unto the lessees, upon the terms and conditions, and for the purposes and uses hereinafter recited, and the lessees hereby hire and accept from the City, upon the terms and conditions, and for the uses and purposes hereinafter recited, all those lands bordering and extending into the Bay of San Diego, and being a portion of those lands conveyed to The City of San Diego by the State of California under the provisions of that certain Act of the Legislature, entitled, "An Act conveying certain tidelands and lands lying under inland navigable waters situated in the Bay of San Diego to the City of San Diego, in furtherance of navigation and commerce and the fisheries, and providing for the government, management and control thereof," approved on the first day of May, 1911, and as subsequently amended, more particularly described as follows:

Beginning at a point on the U. S. Bulkhead Line, as said Bulkhead Line is now established for the Bay of San Diego, distant 1526.93 feet northwesterly from Bulkhead Station No. 183; thence at right angles north 39° 10' east a distance of 125 feet to a point; thence north 70° 50' east a distance of 53.75 feet to the true point or place of beginning; thence continuing north 70° 50' east a distance of 791.58 feet to the point of beginning of a 16 foot radius curve concave to the south; thence easterly along the arc of said curve an arc distance of 15.93 feet to a point on the southerly line of Harbor Drive; thence south 52° 06' 30" east along the southerly line of Harbor Drive, as Harbor Drive was dedicated by Harbor Commission Resolution No. 227, a distance of 283.60 feet to the point of beginning of a curve concave to the west and having a radius of 16 feet, the center of which bears south 37° 53' 30" west; thence southeasterly along the arc of said curve an arc distance of 34.33 feet; thence tangent to said curve south 70° 50' west a distance of 777.21 feet to the point of tangency of a curve concave to the north having a radius of 100 feet; thence westerly along the arc of said curve an arc distance of 101.81 feet to its point of tangency with a line parallel to and distant 125 feet northeasterly from the said U. S. Bulkhead Line; thence northwesterly along said parallel line a distance of 207.65 feet to the point of tangency of a curve concave to the east having a radius of 30 feet; thence northerly along the arc of said curve an arc distance of 63.70 feet to the true point or place of beginning, containing 230,360 square feet of tideland area.

The lands hereinabove described being shown on Harbor Department Drawing No. 192-B, dated December 14, 1945, attached hereto, marked "Exhibit A," and made a part of this lease.

TO HAVE AND TO HOLD the said premises and each and every part thereof unto the said lessees for the period of five (5) years, beginning on the 1st day of April, 1946, and ending on the 31st day of March, 1951, 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.

Such options 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; and

For the fourth five-year period the sum of six cents (6¢) per square foot per year.

All rentals hereunder shall be computed on a monthly basis, and shall be due and payable monthly in advance upon the first day of each and every month during the term of this lease.

Neither the whole nor any part of this lease shall be assignable or transferable, nor shall the lessees have the right to sublet the leased premises, or any part thereof, without the written consent of the Harbor Commission, evidenced by resolution duly and regularly passed and adopted.

The Council of said City and the Harbor Commission of said City, and the people of said City, hereby reserve the right and privilege to annul, change or modify this lease in such manner as may seem proper, upon the payment to said lessees of reasonable compensation for damages occasioned by said annulment, change or modification. The reasonable compensation herein provided to be paid to the lessees shall be based upon and limited to compensation for the actual value at the time of said annulment, change or modification 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 annulment, change or modification.

In addition to the foregoing provisions, it is hereby agreed by the parties to this lease that the same is granted and accepted upon the further terms and conditions hereinafter provided, to-wit:

(1) That the demised premises shall be used for the purpose of conducting and maintaining thereon a structural steel fabrication and general manufacturing business, including the selling of the lessees' own products and the selling of metal products and allied merchandise; also for the construction and maintenance thereon of special buildings and facilities incidental to the handling, fabricating, manufacturing and merchandising of the above products; provided, however, that it is understood and agreed that the lessees shall not handle or sell upon said premises plumbing material or fixtures, nails, steel bars, plates, shapes, sheet iron, machine shop and industrial supplies, pipe, or miscellaneous hardware.

(2) That upon the expiration of the term of this lease, or upon the sooner termination thereof, except upon a termination for 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.

(3) That all plans for buildings and improvements to be erected or placed upon said leased premises shall comply with all the ordinances of The City of San Diego, and shall be subject to the approval of the Harbor Commission and the Planning Commission of said City.

(4) At no time during the life of this lease shall The City of San Diego be required to make any improvement on or for the benefit of the said leased lands hereinabove described.

(5) 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 set forth, or shall fail or refuse to perform any of 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 acknowledge the right of said City to take possession of said premises immediately upon the neglect or refusal of said lessees to comply with the terms and conditions hereinbefore mentioned.

(7) Reference is hereby made to all laws as now existing, and as hereafter amended or enacted, applicable to the leasing of tidelands by The City of San Diego, and by such reference all restrictions or conditions imposed or reservations made therein, are made a part of this lease with like effect as though the same were expressly set forth herein.

Upon the effective date of this lease the lease heretofore entered into between The City of San Diego and the National Iron Works, a corporation, which said lease is dated March 4, 1941, and is on file in the office of the City Clerk of said City under Document No. 328414, shall terminate and be of no force or effect, save only that there shall be an adjustment between the City and the lessees of any rentals payable or paid under the 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 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 EMIL KLIKA

A. BORTHWICK

R. H. VAN DEMAN

Members of the Harbor Commission of The City of San Diego

WILLARD T. EVENSON

FRANKLIN F. EVENSON

CLARENCE R. EVENSON

JUSTIN C. EVENSON

Lessees

I hereby approve the form of the foregoing Lease this 28 day of March, 1946.

J. F. DuPAUL,

City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of tidelands lease with Willard T., Franklin F., Clarence R., and Justin C. Evenson; being Document No. 360581.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

AGREEMENT FOR AMENDMENT AND MODIFICATION OF AGREEMENT

FOR PARTIAL USE AND OCCUPANCY OF CITY STADIUM.

THIS AGREEMENT, made and entered into this 27th day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter sometimes referred to as the "City," and FRANK J. GUTHRIE and TOM H. HAYNES, residents of the City of San Diego, parties of the second part, WITNESSETH:

WHEREAS, The City of San Diego, as party of the first part, and said Frank J. Guthrie and Tom H. Haynes, as parties of the second part, entered into an agreement on the 19th day of September, 1945, for the partial use and occupancy of the City Stadium in the City of San Diego, which said agreement is on file in the office of the City Clerk of said City as Document No. 356342; and

WHEREAS, said City and said parties of the second part are mutually desirous of amending and modifying said agreement in certain particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited, and the mutual consent of the parties, said above-described agreement is hereby amended and modified in the following particulars and none other:

(1) Paragraph 1, appearing on page 1 of said agreement be, and the same is hereby amended so as to read as follows:

"1. The period for which said right is given shall begin on the 19th day of September, 1945, and continue until the 1st day of January, 1949; except that this contract shall not be operative during the months of February, March, April and May of the years 1946, 1947 and 1948, at which time said premises are to be used by the city school track team."

(2) Paragraph 12, appearing on page 5 of said agreement, be, and the same is hereby amended so as to read as follows:

"12. The parties of the second part agree to restore the curve at the north end to its original condition, which makes it an official one-fourth (1/4) mile track, by the end of January of each year during the life of this agreement, in time for the track meets of February, March, April and May of each year during the life of this agreement.

The expense of changing the curve to its original condition and the proper reconditioning of the track for the spring track meets, shall be borne by the parties of the second part."

All of the terms and conditions of said agreement of September 19, 1945, shall remain in full force and effect, save and except as by this agreement specifically changed or modified.

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 parties of the second part have hereunto subscribed their names, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
Party of the First Part.
By F. A. RHODES
City Manager

TOM H. HAYNES
FRANK J. GUTHRIE
Parties of the Second Part

I hereby approve the form and legality of the foregoing Agreement this 27th day of March, 1946.

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 for partial use of City Stadium with Frank J. Guthrie and Tom H. Haynes; being Document No. 360679.

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., a corporation, as Principal and GREAT AMERICAN INDEMNITY COMPANY a corporation organized and existing under and by virtue of the laws of the State of NEW YORK as Surety, are held and firmly bound unto THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, in the sum of THREE THOUSAND TWO HUNDRED FORTY-FOUR Dollars (\$3,244.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds itself, its successors and assigns, and the said Surety hereby binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Signed by us and dated this 11th day of March, 1946.

THE CONDITION OF THE ABOVE 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 - 2-1/2 3-ton WB-14 White 6 chassis and cab in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: W. H. ARTHUR Vice Pres

J. R. TOWNSEND CO. INC.
B. W. SMITH Treas.
Principal (SEAL)
GREAT AMERICAN INDEMNITY COMPANY
By L. DOSTER Attorney-in-Fact
Surety (SEAL)

ATTEST: _____

I hereby approve the form of the within Bond, this 2nd day of April, 1946.

J. F. DuPAUL, City Attorney
By B. L. COMPARET
Deputy City Attorney

I hereby approve the foregoing bond this 3 day of April 1946.

F. A. RHODES
City Manager

STATE OF CALIFORNIA }
County of San Diego } ss

On this 11th day of March in the year one thousand nine hundred and forty-six, before me R. L. Paine a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared L. Doster known to me to be the Attorney-in-Fact of the Great American Indemnity Company, the Corporation described in and that executed the within instrument, and also known to me to be the person who executed it on behalf of the Corporation therein named, and he acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office, in the said County of San Diego, the day and year in this certificate first above written.

(SEAL) R. L. PAINE
Notary Public in and for the County of San Diego
My Commission will expire 1-13-50 State of California

C O N T R A C T

THIS AGREEMENT, made and entered into at The City of San Diego, State of California, this 11th day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal 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., 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: 5 - 2-1/2 -3 ton WB-14 White 6 Chassis and cabs, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 358828.

Said contractor hereby agrees to furnish and deliver the said chassis and cabs above described at and for the following prices, to-wit: 5 - 2-1/2 3-ton White 6 chassis and cabs @ \$2594.42 ea \$12,972.10. Said price does not include the California State Sales Tax.

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 within ninety (90) days from said date of execution, subject to delays resulting from strikes, accidents and other conditions beyond its control.

Said City, in consideration of the furnishing and delivery of said material by said contractor according to the terms of this contract, and the faithful performance of all the obligations and covenants by said contractor herein undertaken and agreed upon, and the acceptance of said material by said City, will pay said contractor, in warrants drawn upon the proper fund of said City, the following sums, to-wit: Twelve Thousand Nine Hundred Seventy-two and 10/100 Dollars (\$12,972.10), exclusive of the California State Sales Tax.

Payment will be made for said chassis and cabs in accordance with purchase order and delivery.

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 were 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. 82665 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

J. R. TOWNSEND CO. INC.

W. M. PRICE Vice Pres.

Contractor (SEAL)

ATTEST: B. W. SMITH Treas.

I hereby approve the form and legality of the foregoing contract this 2nd day of April, 1946.

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 5 2-1/2 3-ton WB 14 White 6 chassis and cab; being Document No. 360763.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

KNOW ALL MEN BY THESE PRESENTS, That E. P. WATSON 412 Spreckels Bldg., San Diego 1, Calif., 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 FOUR HUNDRED THIRTY-EIGHT and no/100 Dollars (\$438.00), lawful money of the United States of America, to be 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 March, 1946.

THE CONDITION OF THE ABOVE AND FOREGOING OBLIGATION IS SUCH, that whereas, the said principal has entered into the annexed contract with The City of San Diego, to break boulders and remove material at El Capitan Dam Spillway in accordance with the plans and specifications referred to in said contract, and for the contract price therein set forth.

NOW, THEREFORE, if the said principal shall faithfully perform the said contract, then the above obligation to be void; otherwise to remain in full force and effect.

ATTEST: E. E. TUCKER

E. P. WATSON
By E. P. WATSON

ATTEST: B. C. FOTLAND

(SEAL)

Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY
By DONALD B. GOLDSMITH
Attorney in Fact
Surety

I hereby approve the form of the within Bond, this 2nd day of April, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET

I hereby approve the foregoing bond this 3 day of April 1946.
Deputy City Attorney
F. A. RHODES, City Manager

STATE OF CALIFORNIA

County of San Diego

ss

On this 29th day of March in the year one thousand nine hundred and forty-six, before me Myrtle M. Stanfield, 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)

MYRTLE M. STANFIELD
Notary Public in and for said County and State

My Commission expires June 7, 1947

KNOW ALL MEN BY THESE PRESENTS, That E. P. WATSON 412 Spreckels Bldg., San Diego 1, Calif., 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 EIGHT HUNDRED SEVENTY-FIVE and no/100 Dollars (\$875.00), lawful money of the United States of America, to be paid to said The City of San Diego, for the payment of which, well and truly to be made, the said Principal hereby binds 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 March, 1946.

THE CONDITION OF THE ABOVE 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 breaking of boulders and moving of material at El Capitan Dam Spillway, in the County of San Diego, State of California, in accordance with the plans and specifications therefor on file in the office of the City Clerk of said City under Document No. 359711.

WHEREAS, the aforesaid penal sum of Eight Hundred Seventy-five Dollars (\$875.00), 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 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 has hereunto subscribed his name and 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: B. C. FOTLAND

(SEAL)

E. P. WATSON Principal
MASSACHUSETTS BONDING AND INSURANCE COMPANY Surety
By DONALD B. GOLDSMITH
Attorney-in-Fact

STATE OF CALIFORNIA

County of San Diego

ss

On this 29th day of March in the year one thousand nine hundred and forty-six, before me Myrtle M. Stanfield, 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)

MYRTLE M. STANFIELD
Notary Public in and for said County and State

My Commission expires June 7, 1947

I HEREBY APPROVE the form of the foregoing Bond this 2nd day of April, 1946.
J. F. DuPAUL, City Attorney
By B. L. COMPARET

I HEREBY APPROVE the foregoing Bond this 3 day of April, 1946.
Deputy City Attorney
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 3 day of April, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, the party of the first part, and hereinafter sometimes designated as the City, and E. P. WATSON, 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 breaking of boulders and moving of material at El Capitan Dam Spillway, in the County of San Diego, State of California, in accordance with the specifications therefor on file in the office of the City Clerk of said City under Document No. 359711.

Said contractor hereby agrees to do and perform all of said work, at and for the following prices, to-wit:

2" drill holes in rock, boulders or elsewhere	\$1.50 per lin. ft.	\$ 450.00
300 lin. ft. at		
Loading and shooting holes	\$1.50 ea	150.00
100 holes at		
Hauling 60 H.P. Bulldozer to site and removal after completion of work		200.00
Rate per hour for Bulldozer and operator 100 hours at \$7.50 per hour		750.00
40% giant dynamite or equivalent complete in place		
100 pounds at	\$.50 per pound	50.00
Blasting caps complete in place, 100 at	.25 ea	25.00
Electric exploders, complete in place, 25 at	1.00 ea	25.00
Safety fuses, complete in place, 500 feet at	.20 per ft.	100.00
		<u>\$1,750.00</u>

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 thirty-five (35) 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: One Thousand Seven Hundred Fifty Dollars (\$1,750.00) said payments to be made as follows: Upon completion of said work and the acceptance of the same by the City Manager of said City, ninety per cent (90%) of the said contract price shall be paid said contractor, and ten per cent (10%) shall not become due and payable until a release shall have been executed and filed as hereinafter provided, and until five (5) days shall have elapsed after the expiration of the period within which liens may be filed under the provisions of Title IV, Part III, of the Code of Civil Procedure of the State of California. When the terms of the contract shall have been fully complied with to the satisfaction of the City Manager of said City, and when a release of all claims against The City of San Diego under or by virtue of the contract shall have been executed by the contractor, and when five (5) days shall elapsed after the expiration of the period within which liens may be filed, as hereinabove provided, final payment will be made, at such time and in such manner as provided, by law, of any balance due, including the percentage withheld as above stated, or such portion thereof as may be due the contractor.

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 were 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.

Said contractor further agrees not to 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 to 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 Engineer of said City. Further, that contractor 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 contractor's own cost and expense.

The work shall be conducted under the immediate supervision of the City Engineer, or his representative, or such other official or officials as may be appointed by the City Manager, and will be inspected by inspectors appointed by said 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 Engineer may be deemed necessary or

expediant, 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 contractor's 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 Laws; as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, 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 sub-contractor, 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	Wage Per 8-hour day
Bulldozer Operator	\$12.40
Powderman	10.80
Laborer	8.00
Driller	10.20

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 said City Manager and/or Engineer unfair, he shall file with the Council a written protest against the same within ten (10) days thereafter, or be considered to have accepted the record and ruling.

It is mutually agreed between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the General Laws in effect in said City, shall said City, or any department, board or officer thereof, be liable for any portion of the contract price.

IN WITNESS WHEREOF, 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. 82779 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
E. P. WATSON,
Contractor

I HEREBY APPROVE the form and legality of the foregoing Agreement this 2nd day of April, 1946.

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 E. P. Watson for breaking boulders and removing material from El Capitan Dam Spillway; being Document No. 360772.

FRED W. SICK
City Clerk of the City of San Diego, California

By Frances T. Totten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND MATERIALS FURNISHED BY WALTER H. BARBER UNDER HIS CONTRACT FOR THE CONSTRUCTION OF THE 42ND STREET-EDGEWARE ROAD WATER MAIN, IN THE CITY OF SAN DIEGO, CALIFORNIA.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Walter H. Barber; under his contract for the construction of the 42nd Street-Edgeware Road Water Main, in The City of San Diego, California, and which contract is dated September 29, 1945, and is on file in the office of the City Clerk of said City as Document No. 356569, 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 February 5, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on March 19, 1946, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by Walter H. Barber. 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 19th day of March, 1946.

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk (SEAL)

RESOLUTION NO. 82780

WHEREAS, it appears by a communication from E. F. Thomas, Superintendent, Water Distribution, approved by 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 Walter H. Barber, under the contract for the construction of the 42ND STREET-EDGEWARE ROAD WATER MAIN, which contract is dated September 29, 1945, and is on file in the office of the City Clerk of said City as Document No. 356569, 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 Manager, 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 Walter H. Barber under the contract for the construction of the 42nd Street-Edgeware Road Water Main, be, and the same are hereby accepted by The City of San Diego, subject to the guarantee required by paragraph 7 of "Special Conditions," in the specifications for said work contained in Document No. 355902, on file in the office of the City Clerk of said City.

BE IT FURTHER RESOLVED, that any and all moneys withheld from said contract 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 San Diego County, California, a notice of the completion and acceptance of said contract work by said City.

Presented by _____

Approved as _____

to form by _____

City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 19th day of March, 1946, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Dail, Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: Boud

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. 82780 of the Council of the City of San Diego, California, as adopted by said Council MAR 19 1946.

FRED W. SICK, City Clerk

By AUGUST M. WADSTROM,

Deputy

RECORDED MAR 20 1946 50 min. past 1 P.M. in Book 2074 at page 347 of Official Records, San Diego Co., Cal. Recorded at request of City Clerk.

ROGER N. HOWE, County Recorder

By Deputy H. I. ERB

I certify that I have correctly transcribed this document in above mentioned book.

HELEN NASI

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion and Acceptance of Work and Materials on 42nd Street-Edgeware Rd. Water Main by Walter H. Barber; being Document No. 360281.

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, D. M. Denton is the owner of that part of Lot 4 west of Highway 101, Block 399, of Old San Diego;

NOW, THEREFORE, This AGREEMENT, signed and executed this 14th day of March, 1946, by D. M. Denton that he will, for and in consideration of the permission granted to remove 40 feet of curbing on 101 Hwy between 460 feet and 500 feet south of corner Rosecrans & 101 Highway and where Jefferson (closed) would join #101, 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 D. M. Denton my heirs and assigns, and that any sale of the property therein mentioned and described shall be made subject to the condition and agreements herein named.

D. M. DENTON

4570 Pacific Highway

STATE OF CALIFORNIA,

County of San Diego,

ss

On this 8th day of March, A.D. Nineteen Hundred and forty-six, before me, the undersigned, a Notary Public in and for said County, residing therein, duly commissioned and sworn, personally appeared D. M. Denton known to me to be the person described in and whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in San Diego, County of San Diego, State of California, the day and year in this certificate first above written.

(SEAL)

My Commission expires March 29, 1948

EDNA M. BAINE
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 March, 1946.

J. F. DuPAUL, City Attorney

By HARRY S. CLARK

Deputy City Attorney

RECORDED MAR 25 1946 45 min. past 11 A.M. in Book 2084 at page 27 of Official
Records, San Diego Co., Cal. Recorded at request of

ROGER N. HOWE, County Recorder

By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.

ADDIELEE TIPTON HOAR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of
Curb Removal Agreement from D. M. Denton; being Document No. 360325.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. T. Patten Deputy

NOTICE OF COMPLETION AND ACCEPTANCE OF THE WORK PERFORMED AND
MATERIALS FURNISHED BY CARROLL & FOSTER UNDER THEIR CONTRACT FOR
THE CONSTRUCTION OF THE BOUNDARY STREET WATER MAIN, UNIT I AND
UNIT II, IN THE CITY OF SAN DIEGO, CALIFORNIA.

TO WHOM IT MAY CONCERN:

NOTICE IS HEREBY GIVEN by The City of San Diego that the work performed and materials furnished by Carroll & Foster under their contract for the construction of the Boundary Street Water Main, Unit I and Unit II, in The City of San Diego, California, and which contract is dated December 31, 1945, and is on file in the office of the City Clerk of said City as Document No. 358405, 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 March 18, 1946.

YOU ARE FURTHER NOTIFIED that the Council of The City of San Diego on April 2, 1946, by resolution duly and regularly passed and adopted, officially accepted the said work performed and materials furnished by Carroll & Foster. A certified copy of the resolution of the City Council accepting said work is attached hereto and made a part of this notice the same as though fully set forth herein.

Dated at San Diego, California, this 2nd day of April, 1946.

(SEAL)

THE CITY OF SAN DIEGO

By FRED W. SICK

City Clerk

RESOLUTION NO. 82881

WHEREAS, it appears by a communication from E. F. Thomas, Superintendent, Water Distribution, approved by 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 Carroll & Foster, under the contract for the construction of the Boundary Street Water Main, Unit I and Unit II, which contract is dated December 31, 1945, and is on file in the office of the City Clerk of said City as Document No. 358405, 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 Manager, 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 Carroll & Foster, under the contract for the construction of the Boundary Street Water Main, Unit I and Unit II, be and the same are hereby accepted by The City of San Diego, subject to the guarantee required by Paragraph 7-A of "Special Conditions," in the specifications for said work contained in said contract.

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 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 San Diego County, California, 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 MOREY LEVENSON

Assistant City Attorney

Passed and adopted by the said Council of the said City of San Diego, California, this 2nd day of April, 1946, by the following vote, to-wit:

YEAS - Councilmen: Crary, Wincote, Hartley, Boud, Austin, Mayor Knox

NAYS - Councilmen: None

ABSENT-Councilman: Dail

HARLEY E. KNOX

Mayor of the City of San Diego, California

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM,

Deputy

I HEREBY CERTIFY that the above and foregoing resolution was passed by the Council of the said City of San Diego, at the time and by the vote, above stated.

FRED W. SICK

City Clerk of the City of San Diego, California

By AUGUST M. WADSTROM,

Deputy

(SEAL)

I HEREBY CERTIFY the above to be a full, true and correct copy of Resolution No. 82881 of the Council of the City of San Diego, California, as adopted by said Council APR 2 1946.

(SEAL)

FRED W. SICK
City Clerk
By AUGUST M. WADSTROM,
Deputy

RECORDED APR 3 1946 50 min. past 11 A.M. in Book 2084 at page 201 of Official Records, San Diego Co., Cal. Recorded at request of Grantee.

ROGER N. HOWE, County Recorder
By Deputy H. ZERVAS

I certify that I have correctly transcribed this document in above mentioned book.
ADDIELEE TIPTON HOAR

Copyist County Recorder's Office, S.D. County, Calif.

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Notice of Completion of contract of Carroll & Foster for Boundary Street Water Main, Units I & II; being Document No. 360715.

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 25th day of March, 1946, 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	Certificate No.	Date Deeded to State	Deed No.
Lots 1 to 11, &	6/29/32	8303	7/1/37	929
Lots 23 to 30, Block 13	6/29/32	8305	7/1/37	930
DRUCKER'S SUBDIVISION				
South 20 feet of North 40 feet of Lot 27,				
Middletown Right-of-Way	6/29/32	27705	7/1/37	3046

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 (As of date of execution of Agreement) Mar 25, 1946	2nd Payment (Anniversary Date of Agreement) Mar 25, 1947	3rd Payment (2nd Anniversary Date of Agreement) Mar 25, 1948	Final Payment Upon ex- ercise of Option
Lots 1 to 11, & Lots 23 to 30, Block 13	\$1.00 each	\$1.00 each	\$1.00 each	\$5.00 each
DRUCKER'S SUBDIVISION				
South 20 feet of North 20 feet of Lot 27	\$5.00	\$5.00	\$5.00	\$195.00
Middletown Right of Way				

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 25th day of March, 1946, 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. 82637, adopted on the 19th day of February, 1946, the day and year first hereinabove written.

ATTEST: J. B. McLEES, County Clerk and
Ex-Officio Clerk of the Board of Supervisors
By MABEL AVERELL (SEAL)
Deputy

BOARD OF SUPERVISORS OF THE COUNTY OF
SAN DIEGO, STATE OF CALIFORNIA
By DAVE 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 MAR 16 1946
SAM A. CLAGGETT
Tax Collector of the County of San Diego, State of California

The undersigned, Thomas H. Kuchel, 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 27th, 1946
(SEAL)

THOS. H. KUCHEL
Controller of the State of California
By BERT FOSTER Deputy

Approved as to form Date 3/19/46

THOMAS WHELAN,
District Attorney in and for the County of San Diego,
State of California
By CARROLL H. SMITH Deputy

Date March 6, 1946

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 Option to Purchase Tax Deeded Lands in Druckers Subdivision and Middletown; being Document No. 360719.

FRED W. SICK
City Clerk of the City of San Diego, California

By James T. Tatten Deputy

AGREEMENT FOR AMENDMENT AND MODIFICATION OF LEASE

THIS AGREEMENT, made and entered into this 7 day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, hereinafter referred to as the "City," and LARRY FINLEY, party of the second part, WITNESSETH:

WHEREAS, The City of San Diego, as lessor, and said Larry Finley, as lessee, heretofore on the 28th day of November, 1944, entered into a lease of the premises known as Mission Beach Amusement Center, which said lease is on file in the office of the City Clerk as Document No. 350997; and

WHEREAS, said City and said Larry Finley are mutually desirous of amending and modifying said lease in certain particulars hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and of the matters and things hereinafter recited and the mutual consent of the parties, said above-described lease is hereby amended and modified in the following particulars and none other:

(1) Paragraph 23, and subdivisions (a) and (b) thereof, appearing on pages 8 and 9 of said lease, be, and the same are hereby deleted from said lease.

(2) A new paragraph, to be numbered (47) is hereby added to said lease, which said paragraph shall read as follows:

"(47) The lessee shall have the right to construct and maintain a shallow concrete water basin in the northeast corner of the paved parking lot of the Amusement Center, on a parcel of land located in Pueblo Lot 1803 of the Pueblo Lands of said City, 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 south 22° 18' 30" east 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; said point of commencement being identified by a metal disk, marked L.S. 1880; thence south 87° 12' 00" west a distance of 9.33 feet to a point on the westerly edge of the existing concrete sidewalk, the TRUE POINT OF BEGINNING; thence continuing south 87° 12' 00" west a distance of 98.40 feet to a point; thence south 2° 48' 00" east a distance of 69.50 feet to a point; thence north 87° 12' 00" east a distance of 98.40 feet to a point; thence north 2° 48' 00" west a distance of 69.50 feet to the true point of commencement.

Said parcel of land being shown in the shaded area on that certain Drawing No. 3043-B, dated March 4, 1946, attached hereto and made a part hereof.

Upon the expiration of this lease, the lessee shall, if so directed by the City Council, remove said concrete water basin and restore said premises to their former condition, said work to be done at the lessee's own cost and expense."

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 from and after the date of the execution hereof.

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 Larry Finley has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO
By F. A. RHODES
City Manager
LARRY FINLEY
Party of the second part.

I hereby approve the form of the foregoing Agreement for amendment and modification of lease this 7 day of March, 1946.

J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant 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 with Larry Finley; being Document No. 360786.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. A. Rhodes Deputy

L E A S E

THIS AGREEMENT, made and entered into this 21st day of March, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation of the County of San Diego, State of California, hereinafter designated as the "City", and H. N. Peavey, of Palm City, California, hereinafter called the "Lessee"; WITNESSETH:

That the City, for and in consideration of the payment of the rent to be paid by the lessee, as hereinafter set forth, and in consideration of the covenants of the lessee hereinafter set out and their faithful performance by such lessee, and upon and subject to the terms, conditions and reservations herein set forth, does by these presents lease, demise and let unto the said lessee the following described property, situate in the County of San Diego, State of California, to-wit:

NE 1/4 of the NE 1/4 of Section 5; the NW 1/4 of the NW 1/4, the S 1/2 of the NE 1/4 of the NW 1/4 and the South 5 acres of the N 1/2 of the NE 1/4 of the NW 1/4 of Section 4, Twp. 19 South, Range 2 West, S.B.B. & M., being 105 acres of land in the Tia Juana Valley; subject to encumbrances, if any; For a term of five (5) years, beginning on the 1st day of April, 1946, and ending on the 31st day of March, 1951, at the following rentals: Two Hundred Dollars (\$200.00) 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 pipe lines on said premises, and for the purpose of making repairs to or developing the water system of said City; but the City shall not be required to furnish any water on said premises.

Sixth. That the said lessee, paying the said rent and performing the covenants and agreements aforesaid, shall and may at all times during the said term, peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. That the lessee shall keep planted in suitable farm crops and irrigated, at least seven acres of the leased land; irrigation to be only at such times required to develop the crops, but plantings and irrigation shall be continuous from year to year.

Eleventh. Any pumps and appurtenances, including pipe lines, outbuildings and interior fencing, constructed by and at the expense of the lessee may be removed by him at the termination of this lease.

Twelfth. That the lessee shall construct such stock proof fences along the exterior boundary lines of said land as required, at his own expense, such fences to become the property of the City upon the termination of this lease. /done at his own expense, and shall be/

Thirteenth. Any wells which lessee shall sink upon said leased lands shall be left intact and become the property of the City upon the termination of this lease.

Fourteenth. That the City shall not be liable for any damages resulting from injury to stock grazed or pastured on said leased land.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered, nor held to be, a waiver of any subsequent or other default, and also that consent to the subletting of said premises or any part thereof, or to the assignment of this lease shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is understood and agreed that if the lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the City the expenses and costs

incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Manager of said City, under and pursuant to Resolution No. 82783 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 F. A. RHODES
City Manager

H. N. PEAVEY,
Lessee

I HEREBY APPROVE the form of the foregoing Lease this 4th day of April, 1946.

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 H. N. Peavey for 105 acres of land in Tia Juana Valley; being Document No. 360792.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

PROJECT AGREEMENT - 1945-47 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, 1947, and allocated under the provisions of Section 203 of the Streets and Highways Code upon State highways, was executed by the city January 29, 1946, and by the department February 16, 1946, providing for the work described herein as projects 55 and 56; and

WHEREAS, the city now desires that said agreement be amended and has submitted to the department a supplemental program to provide additional funds for project 48 of the 1941-43 agreement;

NOW, THEREFORE, it is mutually agreed by and between the city and the department that said agreement be amended as follows:

ARTICLE I. PROJECTS

The projects and estimated expenditures therefor as listed hereinafter constitute the work included in this agreement:

Project	Location	Miles	Description	Amount
48	Balboa Freeway, Rt. 77 relocation from A St. to north city limits	6.9	Grade and pave (additional amount)	\$ 250,000.00
55	State highway routes described hereinafter			
(a)	Work by city:			
	Route 12	14.87		
	Route 77	1.23	General maintenance, (City funds)	
	Route 77 (new location)	0.55	July 1, 1945 to June 30, 1947	
	Route 200	5.37		
	Route 2	21.43		
	Route 12	14.87	Paint traffic stripes	
	Route 77	1.23	(City funds)	
	Route 200	5.75		
(b)	Work by department:			
	Route 2	21.43	General maintenance, July 1, 1945, to	\$ 28,500.00
	Route 200	0.38	June 30, 1947	500.00
	Route 2	21.43		400.00
	Route 12	14.87	Maintain signs	300.00
	Route 77	1.78		75.00
	Route 200	5.75		150.00
56	El Cajon Blvd., Rt. 12, from Euclid Ave. to east city limits	3.2	Surveys and plans	12,000.00
Total				\$ 291,925.00

The State highway routes to be maintained under project 55 are described as follows:
Primary Route 2, by department. 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 north city limits near Sorrento Overpass; a length of approximately 21.43 miles.

Secondary Route 12, by city. Catalina Boulevard, from south city limits at U. S. 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.

Primary Route 12, by city. Twelfth Street, from Market Street, Route 200, to junction with Park Boulevard at Russ Boulevard; along Park Boulevard, from Twelfth Street to El Cajon Boulevard; along El Cajon Boulevard, from Park Boulevard to east city limits near Seventy-third Street; a length of approximately 9.68 miles for this portion; a total length of approximately 14.87 miles.

Secondary Route 77, by city. Fairmount Avenue, from El Cajon Avenue, Route 12, to north city limits near Mission Valley Road; a length of approximately 1.23 miles; also, Sixth Avenue Extension, from Mission Valley Road to Friars Road; a length of approximately 0.55 mile for this portion; a total length of approximately 1.78 miles.

Secondary Route 200, by 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.

Secondary Route 200, by department. Federal Boulevard, from city limits at Sixtieth Street to north city limits near Mallard Street; a length of approximately 0.38 mile for this portion.

ARTICLE II. MAINTENANCE

General maintenance of the streets comprising the State highway routes described in project 55(a) will be performed by or under the direct supervision of the city, except the installation and maintenance of route marker shields and mileage and directional signs,

which will be performed by 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 the necessary traffic stripes and pavement markings, signs, and other warning devices to adequately warn traffic of highway conditions or hazards.

The city will also paint traffic stripes and pavement markings on the State highway routes described in project 55(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.

The installation and maintenance of route marker shields and mileage and directional signs upon the streets comprising the State highway routes described in project 55(a), will be performed by or under the direct supervision of the department.

General maintenance, except the painting of traffic stripes, of the streets comprising the State highway routes described in project 55(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 the necessary traffic stripes and pavement markings, 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.

The work described in project 55(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 55(b) will be charged for at the rental rates established by the department.

ARTICLE III. SURVEYS AND PLANS

The department will make the surveys and plans designated in project 56.

ARTICLE IV. CONSTRUCTION

The department will construct or cause to be constructed by or under its direct supervision the improvements described in project 48, in accordance with the approved plans, specifications, and estimates therefor.

Any minor change in the approved plans and specifications due to unforeseen contingencies or made desirable by conditions developing during the progress of the work, may be made by the department.

The work described in project 48 will be performed by contract or by State forces as may be, in the opinion of the department, for the best interests of the city and the department.

Any equipment furnished by the department for the work described in project 48 will be charged for at the rental rates established by the department.

ARTICLE V. FUNDS

Funds to defray the cost of the work described in Article I and payable from revenue accruing under the provisions of Section 203 of the Streets and Highways Code, are available as follows:

Unexpended under project 33	\$ 4,641.92
" " " 51(b)	343.40
" " " 46(f)	228.05
Accrued and unprogrammed to June 30, 1945	164,334.02
Estimated to accrue, 1945-47 biennium	308,990.00
Total	\$478,537.39

The amount of \$291,925.00 is programmed to defray the cost of the work described in Article I.

The biennial revenue and the amounts provided for the projects listed in Article I are estimated amounts, and the actual revenue and the actual cost of the projects may differ from estimated amounts. The approved program may be amended by supplemental agreement. Such supplemental agreement shall be valid only when executed by the city and the department.

Sufficient money to provide for the adequate maintenance of the State highway routes within the city during the biennium ending June 30, 1947, 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 48, 55(b), and 56 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 VI. FINAL REPORTS

The city will submit reports of expenditures in such detail as required by the department. The reports shall show in full all expenditures from all other funds as well as expenditures from the 1/4 cent funds provided herein.

Annually, within sixty days after the close of the fiscal year ending June 30, the city shall submit to the department a statement of expenditures made during the preceding year for the maintenance of the State highway routes described in project 55(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 55(b).

Within sixty days after completion of each item of the budget described in projects 48 and 56, the department shall submit to the city a final report of expenditures made for such work.

ARTICLE VII. MISCELLANEOUS PROVISIONS

The Department of Public Works hereby delegates to the city such administrative powers, jurisdiction, and authority as are vested by law in the department to regulate and control the State highways designated in project 55(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; and that the department reserves the right to install and maintain route marker shields and mileage and directional signs. No route marker shields or mileage or directional signs will be installed by the department and the cost defrayed from the 1/4 cent gas tax allocated for expenditure upon State highways within the city without the approval of the city.

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 55(b), insofar as the areas outside 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. 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 town on the 5th day of March, 1946, and the department on the 2nd day of April, 1946.

Approval recommended:

E. E. WALLACE District Engineer

L. V. CAMPBELL Engineer of City and Cooperative Projects

Approved as to form and procedure:

C. C. CARLETON Chief Attorney

CITY OF WAN DIEGO

By F. A. RHODES City Manager

STATE OF CALIFORNIA DEPARTMENT OF
PUBLIC WORKS DIVISION OF HIGHWAYS

By J. D. 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. 360819.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. A. Rhodes Deputy

AGREEMENT

THIS AGREEMENT, made and entered into the 3rd day of April, 1946, by and between THE CITY OF SAN DIEGO and D. H. WALLER, for and in consideration of the mutual benefits derived by said above-named parties, D. H. Waller does hereby release and cancel all his rights, title and interest in that certain lease entered into between The City of San Diego, lessor, and D. H. Waller, lessee, dated April 3, 1945, filed in the office of the City Clerk of said City under Document No. 353124.

The City of San Diego does hereby release D. H. Waller from and any further obligation under said lease.

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. 82755 of the Council, authorizing such execution, and said D. H. Waller has hereunto subscribed his name the day and year first hereinabove written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

D. H. WALLER

I HEREBY APPROVE the form and legality of the foregoing Agreement this 11 day of March, 1946.

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 D. H. Waller cancelling lease dated April 3, 1945; being Document No. 360860.

FRED W. SICK

City Clerk of the City of San Diego, California

By F. A. Rhodes Deputy

ASSIGNMENT OF CONTRACT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, transfers and sets over unto THE FARMERS AND MERCHANTS NATIONAL BANK OF LOS ANGELES, as collateral security, all his right, title and interest in and to that certain contract made and entered into on the 1st day of October, 1945, between The City of San Diego, as party of the first part and James M. Montgomery, party of the second part, together with all moneys accrued or to accrue to the said James M. Montgomery under and by virtue of the said contract.

The undersigned hereby authorizes and instructs the said The City of San Diego to make all future payments which become due and payable under the terms of the said contract to The Farmers and Merchants National Bank of Los Angeles.

Dated this 30th day of March, 1946.

JAMES M. MONTGOMERY

APPROVED AND ACCEPTED:

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

STATE OF CALIFORNIA,)
County of Los Angeles) ss
On this 30th day of March, A.D., 1946, before me, W. M. Scott a Notary Public in and for said County and State, personally appeared James M. Montgomery, known to me to be the person whose name is subscribed to the within Instrument, and acknowledged to me that he executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.
W. M. SCOTT
(SEAL) Notary Public in and for said County and State
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Assignment of Contract payments of James Montgomery to Merchants National Bank of Los Angeles; being Document No. 360863.

FRED W. SICK
City Clerk of the City of San Diego, California

By F. T. Tatten Deputy

L E A S E

THIS AGREEMENT, made and entered into this 8th day of April, 1946, 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 V. EARL ROBERTS, 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, situated in the County of San Diego, State of California, to-wit:
All City-owned land adjacent to and surrounding San Vicente Reservoir, less restricted areas which vary from 1100 to 1650 acres, depending on amount of water in San Vicente Reservoir, save and except certain land downstream from the San Vicente Dam; containing 3040 acres more or less; all as shown on Drawing No. 2095-1/2B filed in the office of the City Clerk of said City under Document No. 360714;
For a term of five and one-half (5-1/2) years, beginning on the 1st day of April, 1946, and ending on the 30th day of September, 1951, at the following rentals: One Hundred Dollars (\$100.00) per year payable annually in advance at the office of the City during the first five years of said term, and the sum of Fifty Dollars (\$50.00) payable on April 1, 1951 to cover remaining one-half year of 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, and Lessee will not permit stock owned by other parties to graze upon the premises at any time.
Second. That Lessee will exercise due diligence to keep all stock at least 250 feet from the water's edge of said reservoir at all times.
Third. That Lessee will permit the City's keeper of said reservoir to pasture one cow and one calf on the premises in the area west of the old highway, in the vicinity of the City's camp, free of any charge.
Fourth. That Lessee will keep all stock at all times away from an area 800 feet wide lying easterly of the old County road, from the south boundary of the City's land to San Vicente Dam, and from any point within 500 feet of San Vicente Dam, except for stock watering in pool at base of dam.
Fifth. 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.
Sixth. That the City reserves the right to go upon said property at any time, and prospect or drill for oil, gas and minerals.
Seventh. That the City reserves the right to go upon said premises at any time to clear brush and burn such areas as it so desires.
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 rental paid in advance by said Lessee.
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. 82878 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
V. EARL ROBERTS
Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 21 day of March, 1946.

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 V. Earl Roberts for land surrounding San Vicente Reservoir; being Document No. 360958.

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 15th day of April, 1946, 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 J. M. FLOYD, 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 terms, conditions and reservations herein set forth, does by these presents lease the sand and rock aggregate rights to the following described property:

All that real property situate in the County of San Diego, State of California, described as follows:

All of Tract "C" of the Rancho El Cajon, according to Partition Map thereof on file in the office of the County Clerk of San Diego County, California; ALSO,

All that portion of Tract "T" of the Rancho El Cajon according to said Partition Map, described as follows: Commencing at a redwood post, the most easterly corner of Tract "C", said map, said redwood post being the second station mentioned in the description of said Tract "C" as per Referees' report filed in the Partition Suit of Lankershim, et al., vs. Crane, et al.; thence running due north 37.27 chains to the north boundary of Section 30, Township 15 South, Range 1 West, S.B.B.M., as same is shown on said Partition Map; thence west along the north line of said Section 30, 37.65 chains to the northwest corner of said section; thence West along the north boundary line of Section 25 of said Township, 34.65 chains to a point due north of the northwest corner of said Tract "C"; thence South 17.44 chains to a redwood post at the northwest corner of Tract "C"; thence North 61° 30' East along the northerly line of said Tract "C" 24 chains; thence continuing along the northerly line of said Tract "C" North 70° 30' East 17.40 chains; thence South 49° 30' East 45.65 chains to the point of beginning; ALSO,

All that certain strip of land adjoining the south side of the east half of said Tract "C" and north of a straight line drawn from the southeast corner of said Tract "C" westerly to the Third Station on said southern line west of said corner as shown on said Partition Map, excepting from said Tracts "C" and "T" all that portion thereof conveyed by Levi Chase to Hosmer McKoon, January 19, 1903, by deed recorded in Book 326, at page 19, of deeds, records of said San Diego County, described as follows:

Being a part of Lot "C" of the El Cajon Partition Map, on file in the office of the Recorder of said San Diego County, and being Lot "A" as shown on a map made by Benj. McLaren, Surveyor, on the 12th day of January, 1903, on file in the office of the County Recorder of said San Diego County; containing 239 Acres of land, more or less.

For a term of five (5) years, beginning on the 15th day of April, 1946, and ending on the day of April, 1951, at the following rentals: \$1200.00 per year, payable semi-annually in equal installments, plus ten cents (\$0.10) per cubic yard for each additional cubic yard over and above 20,000 cubic yards of sand and rock aggregate removed in any twelve month period beginning with the date of this lease; said yearly rental of \$1200.00 being 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 removal of sand and rock aggregate 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, but only for the purpose aforesaid.

Seventh. Said lessee agrees that on the last day of said term, or other sooner termination of this lease, the said lessee shall and will peaceably and quietly leave, surrender and yield up unto said City the said premises, in as good state and condition as the same are now in or may be put into, reasonable use and wear thereof and damage by the elements excepted.

Eighth. It is understood and agreed by the said parties that the said City may terminate this lease at any time by giving sixty (60) days' notice of such termination to the lessee, and by tendering to said lessee a proportionate part of any rentals paid in advance by said lessee.

Ninth. It is further agreed by and between the parties hereto that in case of the violation by the lessee of any of the terms and conditions of this lease, the City may either terminate this lease upon notice and take possession of the premises, or may enter and possess the same as the agent of the lessee and for its account.

Tenth. The lessee agrees to remove said sand and rock aggregate without unreasonable interference with the stock grazing rights of Charles L. Good, or successive lessee of stock-grazing and/or agricultural rights on said premises; and further agrees to immediately cease and desist from any activity which in the judgment of the Director of Public Works of The City of San Diego does unreasonably interfere with the stock grazing rights of Charles L. Good, or successive lessee of said premises, after notice thereof.

Eleventh. It is understood and agreed that the lessee hereunder will not permit sand or rock aggregate 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, lessee agrees to fill any 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 \$1200.00 per year heretofore mentioned, lessee agrees that if he removes more than 20,000 cu. yds. sand and rock aggregate during any year of said lease, he will pay to the City the sum of ten cents (\$0.10) per cu. yd. for all sand and rock aggregate removed in excess of the said 20,000 cu. yds. Lessee agrees to furnish the lessor, at the end of each year, a sworn statement of the amount of sand excavated during the preceding year.

Fourteen. Upon the termination of this lease the lessee shall have the right to remove any and all improvements placed or erected by him upon the demised premises.

Fifteen. It is understood and agreed that the lessee will save the City harmless from any and all damages or claims arising out of any act or conduct on behalf of the lessee with reference to the rights and privileges herein leased.

It is understood and agreed that a waiver by the City of any default hereunder shall not be considered nor held to be a waiver of any subsequent or other default, and

also that consent to the subletting of said premises, or any part thereof, or to the assignment of this lease, shall not be construed or considered as a consent to any other or subsequent subletting or assignment.

It is further understood and agreed that if the lessee shall make default in the performance of any of the terms, conditions or covenants of this lease by the lessee to be kept, observed or performed, lessee will in such case pay to the City the expenses and costs incurred by the City in any action which may be commenced by the City based on, or arising out of, any such default, including a reasonable attorney's fee.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, under and pursuant to Resolution No. 82924 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
J. M. FLOYD

Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 12th day of April, 1946.

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 J. M. Floyd for leasing Tract "C" and portion of Tract "F" Rancho El Cajon and removal of sand and rock; being Document No. 360961.

FRED W. SICK
City Clerk of the City of San Diego, California

By J. H. McKinney Deputy

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of April, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation, party of the first part, and EARL F. BRIZENDINE, party of the second part, WITNESSETH:

WHEREAS, there are now pending in the Superior Court of the State of California, in and for the County of San Diego, certain condemnation suits in connection with the Mission Bay development; and

WHEREAS, the first party is desirous of engaging the services of the second party, for the purpose of effectuating and completing the service of summons upon the defendants in said condemnation suits, and the second party is desirous of performing said services; and

WHEREAS, by Resolution No. 82892, adopted by the Council of The City of San Diego on the 2nd day of April, 1946, the City Attorney was authorized and directed to enter into a contract on behalf of The City of San Diego with the said Earl F. Brizendine for a period not to exceed six (6) months, commencing 6th May, 1946, for the purposes hereinafter set forth, and fixed the compensation to be paid therefor;

NOW, THEREFORE, in consideration of the premises and of the covenants and conditions hereinafter contained, it is mutually understood and agreed between the parties hereto, as follows:

1. The second party hereby agrees to serve copies of the complaints and summonses in the condemnation suits hereinbefore referred to, on all defendants named therein, provided said defendants can with due diligence be located within the State of California, subject to the direction of the City Attorney.

2. Said second party hereby agrees to furnish all transportation necessary to the adequate performance of the terms of this agreement.

3. The said second party hereby agrees to execute all affidavits necessary to be filed in court as evidence that copies of said summonses have been duly served upon the defendants in said condemnation suits hereinbefore referred to; provided, however, that in the event any defendant or defendants named in said condemnation suits cannot with due diligence be found within the State of California, said second party agrees to execute the affidavits required by law to be filed in order to effectuate service of summonses in said suits by publication thereof according to law.

4. That as a consideration therefor the said first party agrees to compensate the second party at the rate of two hundred twenty-five dollars (\$225.00) per month, plus ten cents (10¢) per mile for all mileage necessary in connection with the service of said summonses; said sums to be paid in semi-monthly installments.

5. That this agreement shall be for a period not to exceed six (6) months from and after the 6th day of May, 1946; provided, however, that said agreement may be extended beyond said period upon the express authorization of the Council of said City.

6. It is expressly understood and agreed between the parties hereto that the first party shall not be bound by any engagements, statements, representations or acts of the second party beyond the express terms of this agreement, it being the intention of the parties hereto that said second party is not acting as the agent of the first party, but as an independent contractor, for the purposes and under the conditions set forth herein.

IN WITNESS WHEREOF, this agreement is executed by The City of San Diego, acting by and through the City Attorney of said City, under and pursuant to Resolution No. 82892, authorizing such execution, and the second party has hereunto subscribed his name, the day and year first hereinabove written.

THE CITY OF SAN DIEGO First Party
By J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant City Attorney

EARL F. BRIZENDINE
Second Party

I hereby approve the form and legality of the foregoing Agreement this 4 day of April, 1946.

J. F. DuPAUL, City Attorney
By MOREY S. LEVENSON
Assistant City Attorney

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract

are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$2,500.00

Dated April 8, 1946

J. McQUILKEN

R W GEFPE

Auditor and Comptroller of the City of San Diego, California

To be paid out of Ordinance 3157 (53-2)

Memo Services of E. F. Brizendine for 6 months on Mission Bay Development

Condemnation Suits (Res. 82892)

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Agreement with Earl F. Brizendine for serving summons in condemnation suits; being Document No. 361026.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

MONTH-TO-MONTH LEASE

WHEREAS, The City of San Diego, hereinafter referred to as the "Lessor", is, and since the 30th day of November, 1945, has been, the owner of that certain land in Mission Beach, in said City of San Diego, State of California, lying east of the east line of Mission Boulevard and west of the mean high tide line of Mission Bay immediately to the east of Mission Beach, between the north line of San Fernando Place and the south line of Ventura Place, hereinafter referred to as "said land"; and

WHEREAS, E. F. CRIE, hereinafter referred to as the "Lessee", desires to lease said land from the Lessor; NOW, THEREFORE,

THIS AGREEMENT WITNESSETH: That the Lessor does hereby lease to the Lessee said land, from month to month, solely for the purpose and use of the operation on said land of a boat rental business by the Lessee and uses incidental thereto, and for no other purpose. This lease shall be effective as of the 1st day of December, 1945, and may be terminated by either party hereto by thirty (30) days' notice in writing to the other. Notice to the Lessor shall be delivered to the City Manager, Assistant City Manager or Assistant to the City Manager, at the office of the City Manager, Room 253, Civic Center Administration Building, San Diego, California; notice to the Lessee shall be delivered to him personally, or by United States Mail addressed to the Lessee at the premises hereby leased to the Lessee.

As and for the rental of said land, the Lessee shall pay to the Lessor, monthly, a sum equal to fifteen per cent (15%) of the gross income received by the Lessee from the business operated by or for him upon said land, less State of California and Federal taxes. Said rental shall be paid to the Lessor, at the Office of the City Treasurer, for each calendar month, not later than the 10th day of the next succeeding calendar month.

The Lessee shall at all times during the term of this lease keep and maintain in force a policy of insurance, issued by a corporation licensed to conduct a liability insurance business in the State of California, insuring both the Lessee and the Lessor against liability arising out of injury to any person or persons, or damage to property, caused by or arising out of the use of said land and/or the operation thereon of any business or commercial activity conducted by the Lessee; said policy shall not be limited as to liability below the sum of Ten Thousand Dollars (\$10,000.00) to any one person and Twenty Thousand Dollars (\$20,000.00) aggregate liability to all persons growing out of any one accident, nor to less than One Thousand Dollars (\$1000.00) liability for damage to property.

Dated this 1st day of February, 1946.

THE CITY OF SAN DIEGO, Lessor

By F. A. RHODES

City Manager

E. P. CRIE Lessee

I HEREBY APPROVE the form and legality of the foregoing Lease this 13 day of April, 1946.

J. F. DuPAUL, City Attorney

By MOREY S. LEVENSON

Ass't City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Month-to-month lease with E. P. Crie adjoining Mission Bay for boat rentals; being Document No. 361031.

FRED W. SICK

City Clerk of the City of San Diego, California

By _____ Deputy

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$750.00

Dated April 23, 1946

J. McQUILKEN

R W GEFPE

Auditor and Comptroller of the City of San Diego, California

To be paid out of Camp Callen Acquisition Trust Fund (336)

Memo J. C. Slaughter (to wreck Bldg. No &703) Doc No. 361084

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 15 day of April, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and hereinafter sometimes designated as the City, and J. C. SLAUGHTER, 4363 Goldfinch Street, 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 all labor, equipment, transportation and all other expense necessary for the wrecking for salvage of materials Building No. T-703, located at Camp Callan, San Diego, California, all in accordance with the specifications therefor attached hereto, marked "Exhibit A," and made a part hereof.

Said contractor agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Manager, in writing, having been first obtained.

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor agrees to commence said work within five 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 days from and after the date of the commencement of said work.

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:

A sum equal to the actual cost of the wrecking of said building, plus ten per cent (10%) profit. That the estimated cost of said work is \$750.00.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by the City Manager to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, and the said contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

JIM C. SLAUGHTER

Contractor

I hereby approve the form and legality of the foregoing contract, this 15 day of April, 1946.

J. F. DuPAUL, City Attorney

By MOREY S. LEVENSON

Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with J. C. Slaughter for wrecking building No. 703 Camp Callan; being Document No. 361084.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

CERTIFICATE OF CITY AUDITOR AND COMPTROLLER

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of The City of San Diego; and I do hereby further certify, in conformity with the requirements of Section 80 of the Charter of The City of San Diego, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said moneys now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to exceed \$1,500.00

Dated April 23, 1946

J. McQUILKEN

R W GEFTE

Auditor and Comptroller of the City of San Diego, California

To be paid out of Camp Callan Acquisition Trust Fund (336)

Memo JOHN HANSEN (Twreck Bldgs. No T715 & T717) Doc No 361085

CONTRACT

THIS AGREEMENT, made and entered into at The City of San Diego, County of San Diego, State of California, this 15 day of April, 1946, by and between THE CITY OF SAN DIEGO, a municipal corporation in the County of San Diego, State of California, party of the first part, and hereinafter sometimes designated as the City, and JOHN HANSEN, 1489 Island Avenue, 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 all labor, equipment, transportation and all other expense necessary for the wrecking for salvage of materials Buildings No. T-715 and T-717, located at Camp Callan, San Diego, California, all in accordance with the specifications therefor attached hereto, marked "Exhibit A," and made a part hereof.

Said contractor agrees not to underlet nor assign this contract, or any part thereof, to any one, without the consent of the Manager, in writing, having been first obtained.

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 contractor's 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 Laws, as set forth in the Labor Code of the State of California.

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 said Workmen's Compensation, Insurance and Safety Laws, said certificate of the insurance carrier to bear the date of the expiration of said policy.

Said contractor agrees to commence said work within five 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 days from and after the date of the commencement of said work.

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:

A sum equal to the actual cost of the wrecking of said buildings, plus twenty per cent (20%) profit. That the estimated cost of said work is \$750.00 per building.

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of this contract, so far as The City of San Diego is concerned. All rights of action, however, for any breach of this contract are reserved to said City.

It is mutually agreed by and between the parties hereto that in no case unauthorized by the Charter of The City of San Diego, or the general laws in effect in said City, shall said City or any department, board or officer thereof, be liable for any portion of the contract price; also that no extra work shall be done by said contractor unless authorized and directed by the City Manager to that effect.

IN WITNESS WHEREOF, this contract is executed by the City Manager of said City, acting for and on behalf of The City of San Diego, and the said contractor has hereunto subscribed his name the day and year in this agreement first above written.

THE CITY OF SAN DIEGO

By F. A. RHODES

City Manager

JOHN HANSEN

Contractor

I hereby approve the form and legality of the foregoing contract, this 15 day of April, 1946.

J. F. DuPAUL, City Attorney

By MOREY S. LEVENSON

Assistant City Attorney

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of contract with John Hansen for wrecking Building No. T-715 & 717 at Camp Callen; being Document No. 361085.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Tatten Deputy

Permit No. LA(SD)#36, Site 38

AGREEMENT FOR PAYMENT IN LIEU OF RESTORATION
AND TRANSFERRING IMPROVEMENTS TO LESSOR

THIS AGREEMENT entered into this 4th day of March 1946, 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 City and THE UNITED STATES OF AMERICA, hereinafter called the Government, WITNESSETH THAT:

WHEREAS during the early part of 1942 the Government entered upon and occupied certain property in Balboa Park known as Site 38, designated as Parcel "D" on the Index Map No. 316 attached hereto, and more particularly described as follows:

A portion of Pueblo Lot No. 1131 in the City of San Diego, County of San Diego, State of California and more particularly described as:

Beginning at the intersection of the South line of Upas Street opening and the East line of a dedicated "Freeway", thence Southerly 1330', more or less along the Easterly line of said "Freeway" to its intersection with the Northerly line of a park road, also being the Southerly extension of Richmond Street; thence Northeasterly along the Northwesterly line of said park road to a point of intersection with the Southerly line of Upas Street and which said point is the Southerly prolongation of the West line of said Richmond Street; thence Westerly along said Southerly line of Upas Street to a point which is a Southerly prolongation of the East line of Vermont Street; thence South along said prolongation 62.5' more or less to a point on the South Line of Upas Street opening; thence West along said South line of Upas Street to its intersection with the East line of said dedicated "Freeway", the point of beginning.

WHEREAS subsequent to the Government's occupancy of subject property, representatives of the Government contacted the City relative to obtaining a permit or lease for use of said property;

WHEREAS the City refused to grant permit or lease on subject property as said grant would be in violation of their City Charters provision as to use of public parks, however, by letters dated 17 March 1942, and 4 November 1942, attached hereto and marked Exhibit "B" and "C", the City stated that it lacked legal authority to authorize such occupancy but recognized the Government's authority under the War Powers to occupy said property. The City in said letters above referred to reserved the right to file appropriate claim for any damages suffered by the City;

WHEREAS the representatives of the Government on numerous occasions after November 1942 contacted the City relative to obtaining a lease or permit for use of subject property but were refused on same basis as set forth in Exhibits "B" and "C",

WHEREAS during the Government's occupancy from the early part of 1942 damage was inflicted upon subject property as set forth in Terminal Survey attached hereto and marked Exhibit "D";

WHEREAS it has been determined to be advantageous and in the interest of the Government to relinquish, transfer, and deliver to the City the title to certain improvements which are no longer required by the Government, in partial satisfaction of restoration of said Site;

WHEREAS the City is willing in lieu of performance by the Government of the restoration to accept said improvements and to accept the sum of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00) 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 mutually agree as follows:

1. That the Government hereby relinquishes, transfers and delivers to the City the improvements shown on Exhibit "E" attached hereto, heretofore made by the Government now in and upon the land and/or premises above described as Site 38 or Parcel "D".

2. That the Government shall pay to the City the sum of THREE HUNDRED FIFTY AND NO/100 DOLLARS (\$350.00), in consideration of the difference between the value of said improvements and the estimated cost of the restoration on said Site 38 or Parcel "D".

3. That the City will, as of 6 March 1946, assume custody and the care of the said Site 38 or Parcel "D", the Government thereafter being relieved from any further responsibility therefor.

4. That the City 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 City now has or ever will have for the restoration of said Site 38 or Parcel "D" or by reason of any other matter, cause or thing whatsoever particularly arising out of said occupation by the Government of the aforesaid Parcel.

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: A. E. CURTIS

THE CITY OF SAN DIEGO, a Municipal Corporation

F. A. RHODES

City Manager

THE UNITED STATES OF AMERICA

By: MARIA L. GREEN 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 the City in the attached agreement; that Fred A. Rhodes, who signed said agreement on behalf of the City, was then City Manager of said corporation; that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

FRED W. SICK (CORPORATE SEAL)

EXHIBIT "E"

650 Lin. Ft. 2" water pipe

132 Lin. Ft. 1" water pipe

TERMINAL JOINT SURVEY AND CONDITION REPORT

This Terminal Joint Survey and Condition Report is made by the undersigned Permitter and the undersigned Representative of the Government in connection with the termination of Permit No. LA(SD)36(Site #38) City of San Diego

The following items of restoration are considered by the Permitter to be the only items which are the responsibility of the Government, taking into consideration (a) the original Joint Survey and Statement of Condition of Premises and (b) ordinary wear and tear based on the purpose of the Permit, and are the only items for which the Permitter demands restoration.

1. Remove wood frame from underground ammunition storage vault 12' x 51' x 7' constructed by Army.
2. Backfill underground ammunition storage pit 12' x 51' x 7' excavated by Army.
3. Remove 54 concrete piers 12" x 12" x 18" constructed by Army.
4. Remove 3 sand boxes 3' x 1'6" x 1'6" constructed by Army.
5. Remove concrete wash rack 30' x 25' x 4" and backfill pit after removal, constructed by Army.
6. Remove concrete platform 17' x 17' x 4" constructed by Army.
7. Remove concrete floor 20' x 30' x 4" constructed by Army.
8. Remove concrete platform 10' x 12' x 4" constructed by Army.
9. Remove concrete wash rack 6' x 6' x 4" with 50' of 6" concrete drain pipe constructed by Army.
10. Remove 170 lin. feet of rock borders constructed by Army.
11. Remove 1820' of barbed wire together with 15 - 4" x 4" x 7' posts, constructed by Army.
12. Remove grease rack 8' x 24' with pit 4' x 16' x 1'4" and backfill pit, constructed by Army.
13. Remove 3 - 4" x 4" x 16' electrical distribution posts, installed by Army.
14. Remove 750' of No. 10 W.P. wire, 600' of No. 6 RC wire, and 1 - 30' pole, constructed by Army.
15. Remove crushed rock and gravel areas - 900 sa. yards by 1" thick, spread by Army.
16. Remove wood platform in tree 6' x 12' x 2", constructed by Army.
17. Remove 3 truck loads of scrap lumber left in place by Army.
18. Backfill pit 6' x 8' x 4' excavated by Army.
19. Replace section of curb on Upas Street 8" x 10" x 16' removed by Army.
20. Remove water line 650' of 2" pipe and 132' of 1" pipe installed by Army.
21. Remove concrete sewer line 983' of 6" pipe installed by Army.

CITY OF SAN DIEGO

By F. A. RHODES City Manager, City of San Diego
253 Civic Center, San Diego 1, Calif.

Dated May 24 1945

L. D. VAN HORNE Negotiator
San Diego Field Office
San Diego, California

EXHIBIT "D"

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of agreement with United States Army for payment in lieu of restoration on portion of Balboa Park; being Document No. 361129.

FRED W. SICK

City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

LEASE NO. W 59-qm-714

SUPPLEMENTAL AGREEMENT TRANSFERRING IMPROVEMENTS TO LESSOR

THIS SUPPLEMENTAL AGREEMENT entered into this 23rd day of March 1946, 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 THAT:

WHEREAS on October 30, 1940, a lease was entered into between the Lessor and the Government covering:

Five parcels of land, containing a total of 710 acres of land, more or less, being portions of the Pueblo Lands of San Diego, all in the County of San Diego, State of California, as more particularly described in paragraph 2 of said lease;

for the period October 30, 1940, to June 30, 1941 with option of renewal annually thereafter to June 30, 1945; and continuing thereafter from year to year, subject to the conditions set forth in Supplemental Agreement to Dispense with Notice of Renewal dated March 7, 1945, until six months from the date of termination of the unlimited National Emergency as declared by the President of the United States on May 27, 1941, (Proclamation 2487); provided further that said lease shall not extend beyond 15 years from July 1, 1941, which lease was duly renewed by the Government to June 30, 1944 inclusive;

WHEREAS said lease will terminate on the 3rd day of April 1946;

WHEREAS the Lessor has given notice that restoration of the premises by the Government in accordance with paragraph 10 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 it has been determined to be advantageous and in the best interest of the Lessor and the Government for the said improvements to be dismantled and for such of the resulting materials and equipment as are suitable therefor to be sold in such manner as to assure their use in the Reconversion Housing Program;

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 pay the sum of Two Hundred Thousand Dollars (\$200,000.00) 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", consisting of pages numbered 1 through 98, inclusive, attached hereto, heretofore made by the Government, now in and upon the land and/or premises described in paragraph 2 of said lease.

2. That the Lessor shall pay to the Government the sum of Two Hundred Thousand Dollars (\$200,000.00) 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 12:00 o'clock noon, March 25, 1946, assume custody and the care of the said premises, the Government thereafter being relieved from any further responsibility therefor.

4. That the Lessor shall proceed immediately to dismantle the improvements and sell such of the materials and equipment derived therefrom under such procedures, contracts or methods and on terms and conditions as may be approved by the Civilian Production Administration to the end that same shall be made available for use in the Reconversion Housing Program; PROVIDED HOWEVER that any items of such building materials or equipment which the Lessor shall determine to be unsuitable, either in their salvaged form or after further processing, for uses contemplated under the Reconversion Housing Program, may be disposed of by the Lessor without restriction, and in such manner as the Lessor deems feasible.

5. 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, except any unpaid rental for the period ending March 24, 1946.

6. 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: G. E. ARNOLD
CECIL L. de WOLFE

THE CITY OF SAN DIEGO, a Municipal Corporation, in the County of San Diego, State of California
By F. A. RHODES
City Manager
THE UNITED STATES OF AMERICA
By E. J. ELLINGSON
Corps of Engineers Contracting Officer

I, Fred W. Sick certify that I am the City Clerk of the Municipal Corporation named as Lessor in the attached Supplemental Agreement; that F. A. Rhodes, who signed said Supplemental Agreement on behalf of the Lessor, was then City Manager of said Municipal Corporation; that said Supplemental Agreement was duly signed for and in behalf of said Municipal Corporation by authority of its governing body, and is within the scope of its charter powers.

FRED W. SICK City Clerk. (SEAL)
I hereby approve the form of the foregoing Supplemental agreement this 23rd day of March, 1946.

J. F. DuPAUL, City Attorney

SCHEDULE "A" TO SUPPLEMENTAL AGREEMENT TRANSFERRING IMPROVEMENTS TO LESSOR					
LEASE NO. W-59-QM-714					
BLDG. NO.	DESIGNATION	NUMBER EQUIPMENT	SIZE AND MAKE	15 March 1946 SIZE OF BUILDING	FLOORS
103	Men's latrine South Gate	1 wash basin 1 toilet 1 urinal	18" x 20"	8' x 9'	1
104	Gate House- South	1 fountain, drinking 1 stove, oil	Mod.#444 Coleman	14'6"x19'6"	1
105	Women's latrine	1 wash basin 1 toilet		8' x 9'	
108	Salvage shed	nothing		18'x70' plus 14'x177'	1

BLDG NO.	DESIGNATION	NUMBER EQUIPMENT	SIZE AND MAKE	SIZE OF BUILDING	FLOORS
108	Salvage lumber yard	2 tanks, fuel 6 platforms, frame, loading	6' high 8' diameter		
112	Incinerator	1 Fan Silentvane w/motor 3 HP Sturdevant 1 furnace incinerator 1 tank, steam, water 470 gal. 1 cabinet, cleaning 1 regulator, gas 1 chain hoist 1 gas regulator 1 basin, wash 1 thermometer, broken 1 pump, sump, 1/4 HP 2 cabinets, locker, steel	Reynolds 1/2 ton Reliance 18" x 20" 240° Taylor Fairbank Morse	32' x 33'	1
113	Salvage Warehouse	nothing		20' x 30'	1
122	Lumber shed	nothing		25' x 85'	1
123	Blacksmith shop, etc.	1 heater, gas #3014 1 regulator, gas	Temco Reliance	30'4" x 201'	1
124	Saw mill	nothing		20' x 20'	1
125	Paint mixing shed	nothing		10' x 22'	1
126	Heater shop	1 regulator, gas 1 sink	Reliance 16" x 20"	11'6" x 16'	1
127	Post Engineer Warehouse	1 toilet 1 basin, wash 1 heater, gas, 10,000 BTU 360 lockers, wall	Thompson	48' x 112'	1
128	Cold storage whse	1 evaporating cooler 4 evaporating coolers 4 evaporating coolers 1 Dyer & Hansen - Eva - blower 2 hydrators 3 evaporators consensors (2-20) (1-25) engine room 1 F 12 receiver engine room 1 compressor piping throughout building	750 Marlo 1250 Marlo 1375 Marlo P67 Kramer Marlo	18" x 36" x 60" 72'4" x 90' plus 32'6" x 72'4"	1
128	Cold storage whse	4 ice machines 2 ice machines 1 electric panel board 3 track scales 1060 track 872 short roller meat hooks 240 long rooler meat hooks 46 plain meat hooks 3 dehydrators attached to 3 GE oil transformers 3 Graph thermometers 3 automatic thermostats 8 Jamison seal tight doors 1 backpressure valve 1 backpressure valve 1 water heater 2 lockers, wall 1 toilet 1 basin, wash 1 urinal 1 sink	25 HP Baker 20 HP Baker Howe		
129	Paint waterhouse	20 lockers, wall	18" x 36" x 60"	20' x 36'	1
130	Field paint	1 urinal, tin 1 basin, wash, tin 1 toilet	4' 24" x 48"	20' x 50'	1
Block #2					
201	Whse. #1 Commissary & Sales Office	1 refrigerator, elec. 1 refrigerator, elec. 3 toilets 2 basins, wash 2 heaters, gas 3/fan 1 sink, enamel 1 urinal 1 heater, gas 1 heater, water, gas, 30 gal. 1 locker, wall 1 fountain, drinking 1 regulator, gas 1 sink, slop shelving and partitions	65 cu.ft. Seegar 40 cu.ft. 25,000 BTU Utility Indv. Temco (Basement) gal. Day & Night 18" x 36" x 60" Haws Co. Reliance 20" x 23"	60' x 153'2" basement	1
202	Whse. #2 Commissary	1 regulator, gas 16 lockers, wall	Reliance 18" x 36" x 60"	60' x 153'2"	1
203	Whse. #3 Property	1 basin, wash 1 toilet 1 urinal 1 sink, slop, enamel 1 regulator, gas 1 furnace, gas Heco 2 units in basement, hot air Diagonal sheating, 3 offices, ceiled inside Benches, binds, and shelving	18" x 20" Reliance 40,000 BTU heating equip.	60' x 153'	1
204	Whse. #4 Property	2 toilets 1 basin, wash 1 urinal 1 fountain, drinking 1 heater, water, gas 1 heater, gas, susp. w/fan 1 heater, gas susp w/fan 1 regulator, gas	30 gas. Pittsburg 95,000 BTU Reznor 95,000 BTU Reznor Reliance	60' x 153'	1

BLDG. NO.	DESIGNATION	NUMBER EQUIPMENT	SIZE AND MAKE	SIZE OF BUILDING	FLOORS
204	(continued)	2 basins, wash 1 toilet Diagonal sheathing, 1/2 sealed inside Partitions, rooms, and shelving	18" x 20"	10 office rooms	
205	Whse. #5 Property	2 toilets 2 basin, wash 1 heater, gas 1 regulator, gas Diagonal siding, 2 offices	18" x 20" 10,000 BTU Thompson Reliance	60' x 153'	1
206	Whse #6 Property	nothing	Diagonal siding	60' x 153'	1
BLOCK #3					
301	Civilian Personnel	2 basins, wash 1 toilet, bowl 1 urinal 2 toilets 1 heater, oil 1 heater, oil, B525274 1 basin, wash 3 heaters, gas 1 fire hose w/nozzle 1 regulator, gas 4 toilets 3 basins, wash 1 sink w/drain 1 shower 1 furnace, gas, basement 1 heater, water "DS" 1 fountain, drinking 1 regulator, gas 1 locker, wall 100' 2" fire hose, brass nozzle	16" x 18" Crane Co. Wing Indv. Mod. 3250 Mod. 6-16R Air stream 18" x 20" 40,000 BTU Temco 100 ft Reliance Wing Wings 20,000 BTU heating equip. 30 gas. CE 9161 Reliance 18"x36"x60"	29'6"x130'6" 14'x26'	1
302	Whartermaster Locker Repair	1 fire hose w/nozzle 1 regulator, gas 4 toilets 3 basins, wash 1 sink w/drain 1 shower 1 furnace, gas, basement 1 heater, water "DS" 1 fountain, drinking 1 regulator, gas 1 locker, wall 100' 2" fire hose, brass nozzle	100 ft Reliance Wing Wings 20,000 BTU heating equip. 30 gas. CE 9161 Reliance 18"x36"x60"	29'x8"x53'4" 20'6"x42'2" 33'x100' 26'x63'6" 12'x13'	1
303	Post Engineer Office	1 sink, scullery, double w/1 drainboard galv. 2 traps, grease 2 regulators, gas 1 hose, fire 1 toilet bowl 1 fountain, drinking 1 urinal 1 regulator, gas 3 toilets 2 basins, wash 1 heater, gas w/fan 1 heater, gas susp 1 lavatory 1 heater, gas 1 heater, gas 1 basin, wash 1 tank for hot water heater 1 heater, space, oil 1 toilet 3 basins, wash 1 urinal 1 fountain, drinking 1 furnace, gas, Heco 1 heater, water, gas 1 regulator, gas 1 toilet 2 basins, wash 1 sink (small) 1 urinal 1 furnace 2 units, gas, Heco 1 heater, water, gas 1 regulator, gas 3 wall lockers 1 gauge, pressure water	26'x64' Wings 4'x15' Reliance 10'x22' 100' 1 1/2 Spud Wing 2' Reliance 25,000 BTU Utility 60,000 BTU Reznor 20" x 19" 18,000 BTU Circu. Ray 10,000 BTU Thompson 18x20 30 gal. President Ivanhoe 18"x20" 4' Haws 270,000 BTU heating equip. 25 gal. Crown Reliance 25'8"x96' plus 25'x96' 4' Heco 270000 BTU Heating Equip. Co. 25 gal. Crown Reliance 18"x36"x60" #200 Marsh	26'x64' 4'x15' 10'x22' 28'6"x100' 81'x28'6"	1
307	Post Hdqrs.	1 sink, scullery, double w/1 drainboard galv. 2 traps, grease 2 regulators, gas 1 hose, fire 1 toilet bowl 1 fountain, drinking 1 urinal 1 regulator, gas 3 toilets 2 basins, wash 1 heater, gas w/fan 1 heater, gas susp 1 lavatory 1 heater, gas 1 heater, gas 1 basin, wash 1 tank for hot water heater 1 heater, space, oil 1 toilet 3 basins, wash 1 urinal 1 fountain, drinking 1 furnace, gas, Heco 1 heater, water, gas 1 regulator, gas 1 toilet 2 basins, wash 1 sink (small) 1 urinal 1 furnace 2 units, gas, Heco 1 heater, water, gas 1 regulator, gas 3 wall lockers 1 gauge, pressure water	26'x64' Wings 4'x15' Reliance 10'x22' 100' 1 1/2 Spud Wing 2' Reliance 25,000 BTU Utility 60,000 BTU Reznor 20" x 19" 18,000 BTU Circu. Ray 10,000 BTU Thompson 18x20 30 gal. President Ivanhoe 18"x20" 4' Haws 270,000 BTU heating equip. 25 gal. Crown Reliance 25'8"x96' plus 25'x96' 4' Heco 270000 BTU Heating Equip. Co. 25 gal. Crown Reliance 18"x36"x60" #200 Marsh	26'x64' 4'x15' 10'x22' 28'6"x100' 81'x28'6"	1
309	Labor pool	1 heater, space, oil 1 toilet 3 basins, wash 1 urinal 1 fountain, drinking 1 furnace, gas, Heco 1 heater, water, gas 1 regulator, gas 1 toilet 2 basins, wash 1 sink (small) 1 urinal 1 furnace 2 units, gas, Heco 1 heater, water, gas 1 regulator, gas 3 wall lockers 1 gauge, pressure water	34'x121' 25'8"x96' 18"x20" 4' Haws 270,000 BTU heating equip. 25 gal. Crown Reliance 25'8"x96' plus 25'x96' 4' Heco 270000 BTU Heating Equip. Co. 25 gal. Crown Reliance 18"x36"x60" #200 Marsh	34'x121' 25'8"x96'	1
310	Post Engineer Shops	1 heater, space, oil 1 toilet 3 basins, wash 1 urinal 1 fountain, drinking 1 furnace, gas, Heco 1 heater, water, gas 1 regulator, gas 1 toilet 2 basins, wash 1 sink (small) 1 urinal 1 furnace 2 units, gas, Heco 1 heater, water, gas 1 regulator, gas 3 wall lockers 1 gauge, pressure water	34'x121' 25'8"x96' 18"x20" 4' Haws 270,000 BTU heating equip. 25 gal. Crown Reliance 25'8"x96' plus 25'x96' 4' Heco 270000 BTU Heating Equip. Co. 25 gal. Crown Reliance 18"x36"x60" #200 Marsh	34'x121' 25'8"x96'	1
311	Post Engineer Shops	1 heater, space, oil 1 toilet 3 basins, wash 1 urinal 1 fountain, drinking 1 furnace, gas, Heco 1 heater, water, gas 1 regulator, gas 1 toilet 2 basins, wash 1 sink (small) 1 urinal 1 furnace 2 units, gas, Heco 1 heater, water, gas 1 regulator, gas 3 wall lockers 1 gauge, pressure water	34'x121' 25'8"x96' 18"x20" 4' Haws 270,000 BTU heating equip. 25 gal. Crown Reliance 25'8"x96' plus 25'x96' 4' Heco 270000 BTU Heating Equip. Co. 25 gal. Crown Reliance 18"x36"x60" #200 Marsh	34'x121' 25'8"x96'	1
BLOCK #4					
401	Gas pumps	1 basin, wash 2 pumps gas w/hose w/1 tank each	9'x16'8" Gilbraco Calcometer 5000 gal.		1
401-A		1 basin, wash 2 pumps gas w/hose w/1 tank each	9'x16'8" Gilbraco Calcometer 5000 gal.		1
402	Gas pumps	1 basin, wash 2 pumps gas w/hose w/1 tank each	9'x16'8" Gilbraco Calcometer 5000 gal.		1
402-A		1 basin, wash 2 pumps gas w/hose w/1 tank each	9'x16'8" Gilbraco Calcometer 5000 gal.		1
403	Gas Motor Laboratory	1 toilet 1 basin, wash 1 regulator, gas 7 toilets 2 urinals 5 wash basins, enamel covered 1 fountain, drinking 1 furnace, gas, Heco 1 furnace, gas, Heco 1 heater, water, gas 1 regulator, gas 3 lockers, wall 1 toilet 1 basin, wash 1 urinal 1 furnace, gas, Heco 1 regulator, gas 1 range gas 1 sink W dr.bd.	18"x20" Crane Co. Reynolds 76'2"x240' 37'x84' 18"x20" Indv. 330000 BTU Heating Equip. Co. Reliance	37'x84'	1
406	Main Motor Repair Shop	1 toilet 1 basin, wash 1 urinal 1 furnace, gas, Heco 1 regulator, gas 1 range gas 1 sink W dr.bd.	18"x20" Crane Co. Reynolds 76'2"x240' 37'x84' 18"x20" Indv. 330000 BTU Heating Equip. Co. Reliance	37'x84'	1
407	Motor Repair Class Room	1 toilet 1 basin, wash 1 urinal 1 furnace, gas, Heco 1 regulator, gas 1 range gas 1 sink W dr.bd.	18"x20" Crane Co. Reynolds 76'2"x240' 37'x84' 18"x20" Indv. 330000 BTU Heating Equip. Co. Reliance	37'x84'	1
409	Truck Repair Shop	1 toilet 1 basin, wash 1 urinal 1 furnace, gas, Heco 1 regulator, gas 1 range gas 1 sink W dr.bd.	18"x20" Crane Co. Reynolds 76'2"x240' 37'x84' 18"x20" Indv. 330000 BTU Heating Equip. Co. Reliance	37'x84'	1
		1 hoist hydraulic, truck complete with 2 tanks	Globe Hoist Co.		

410	Grease Rack	nothing		114'2"9'	1
412	Grease Rack Whse.	nothing		16'x14'	1
414	Wash Rack Steam Boiler shed	nothing		12'x15'	
416	Wash rack	nothing		30'x120'	1
BLOCK #5					
500	Motor vehicle shed 6 offices	3 toilets 2 basins, wash 2 urinals, galv. 7 heaters, gas 1 heater, gas 1 regulator, gas	18"x20" Crane Co. 10000 BTU Thompson 30000 BTU Temco Reliance Gas Regulator Co.	46x360'	1
502	Motor Pool Officer ceiled inside	2 toilets 2 basins, wash 1 fountain, drinking	18"x20" Haws	22'x12'	1
503	Wood & Metal Shop (Salvage) (T0) Felt Siding	2 heaters, oil fired 1 fountain, drinking 2 toilets 2 basins, wash 1 urinal	35,000 BTU Safeway 20'x152' Haws Indv.		1
504	Motor Pool Drivers & Motor Pool	nothing		15'8"x44'	1
506	Attached Repair Sergeant			8'x12'	
509	Reclamation (C&E) Frame partly ceiled inside 5 offices	6 toilets 6 basins, wash 1 urinal 1 sink, enamel 6 heaters, oil fired w/fan 1 tank, not water, elec. 1 fountain, drinking 1 shower	25,000 BTU Dueco Thermo 40 gal. B&F Haws Indv.	48'x176'	1
513	Salvage Whse felt siding bins and shelving 8 offices	3 toilets 2 basins, wash 1 fountain, drinking 3 heaters, gas 1 urinal 1 sink w/drainboard 1 heater 5 heaters, Temco 1 regulator, gas 1 heater, wood, space	15"x18" Haws 25,000 BTU Temco 30,000 BTU Temco 40,000 BTU Reliance small	48'x160'	1
516	18th Ordnance Supply Bldg.			16'x45'8"	1
517	Signal Corps Engr. 1/2" felt board siding 2 office frames	1 heater, gas 1 regulator, gas	10,000 BTU Thompson Mfg. Co. Reliance	48'x160'	1
518	18th Ordnance Motor repair	nothing	Wing	90'x12' 15'9"x90'	
521	Post Ordnance Office & Whse Bins, shelving, Mezzanine	1 heater, gas 1 heater, gas 1 heater, gas small 3 toilets 3 basins, wash 1 regulator, gas	25,000 BTU Temco 25,000 BTU Superb 10,000 BTU Thompson Reliance	48'x160'	1
522	Optical Instrument repair shop Brick chimney 43" x 43" Full height of bldg.	2 toilets 1 urinal 5 basins, wash 1 fountain, drinking 1 boiler, steam oil 1 heater, water, gas 1 regulator, gas 2 refrigeration units complete (adjusting precision instrument) 1 17 flanged radiators, steam 10 18 flanged radiators, steam 1 16 flanged radiator steam 2 electric fan blowers 1 thermometer 1 thermostat 3 thermometer controls 1 heater, space, steam w/fan	Indv. Idean w/Petro motor fuel pump automatic control 20 gal. Mission reliance Minneapolis Honeywell Reg. Co. Trane	25'x40'	3
523	Maintenance shop Searchlight	nothing		25'x30'	1
524	Maintenance shop searchlight	nothing		25'x30'	1
526	Maintenance shop searchlight	nothing		25'x30'	1
527	Office & Latrine Searchlight Mtc.	1 basin, wash 2 basins, wash 3 toilets 2 urinal	18"x20" 15"x18" 24"	13'x25'	
528	Searchlight Repair & Maint.	Nothing		25'x30'	
529	Post Ordnance Machine Shop with 8'x16' lean-to attached, steel and corrugated iron	1 heater, gas 1 stone circular lavatory 3 toilets 3 urinals 1 sink, enamel 1 fountain, drinking (cabinet) 1 regulator, gas 1 sink, slop, enamel 1 Crane & Hoist, electric, "Cyclops", 10-ton traveling w/switches - 2 - flood lights attached	10000 BTU Thompson 50" diameter with spray Haws Reliance 20"x24"	65'x126'	1
530	Signal Corps Whse. & Visual Aid Training Mezzanine Partitions, bins shelving, benches	2 basins, wash 2 toilets 1 furnace oil hot air with motor 1 fan ventilator 1 regulator, gas	18" x 20" Dagiac Furnace Co. 20" 1/6HP L.L.C. Reliance	48'x160'	1
531	Quartermaster Salvage Whse.	nothing		26'x65'3"	1
532	18th Ordnance Small Arms Repair	nothing		16'x49'9"	1

532a	Cosmoline Building	1 brick vat 4x10 insulated, metal lined 1 gas water boiler 1 Burkay electric water heater 1 regulator, gas 1 pump, circulating	1/10 HP Taco			
533	Warehouse, Ammunition	nothing		26'x65'3"	1	
534	18th Ordnance Carpenter shop	nothing		13'2"x35'	1	
535	Ordnance Whse.	nothing		16'x14'	1	
536	18th Ordnance office	nothing		13'9"x39'	1	
538	18th Ordnance Paint shop	nothing		27'6"x27'6"	1	
BLOCK #6						
600	Chapel	1 basin, wash 1 toilet 8 radiators, steam 2 heaters, circ. overhead 3/fan susp Trane 1 furnace, steam, gas 1 pump turbine type 1 regulator, gas 34 pews	18"x20" Crane Co. 378000 BTU Mueller Frn.Co. 1/4 HP w/motor Westco Reliance	37'x95'7"	1	
601	Barracks, plasterboard	nothing		20'x100'	1	
602	Mess Hall	2 ranges, OT gas	American Stove Co.	25'4"x93'	1	
	Black tile wainscot	1 range CT gas 1 refrigerator, elec #6 2 sinks 1 trap grease 1 heater, water 1 tank, hot water 2 heaters w/fan 16 mess tables 1 regulator, gas 1 pump circ. 1 thermometer 1 gauge, water pressure 1 bench on castors 2 regulators, gas	Majestic Wing 45 cu.ft. Selgar Basement 12'x20' 190000 BTU Burkay Mod. 300 141 gal. Buehler 60000 BTU Reznor Ser. C 811 Reynolds Aqualator 250° Frese 200 lbs Reliance			
603	Barracks	2 toilets		20'x100'	1	
	Beaver board	2 heaters oil w/elec. fan 1 shower, 2 heads	25000 BTU Duo Thermo			
604	QM Detachment	1 toilet		25'x51'	1	
	Orderly room	1 basin, wash				
	Partitions & benches	2 heaters, gas	25000 BTU Utility			
	Ceiled	1 regulator, gas	Reliance			
605	Class Room to plaster board	nothing		20'x100'	1	
606	Barracks	4 adj. shower units heads 5 toilets 1 urinal 6 basins, wash 1 tub ldry 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units 1 regulator, gas 1 pump circulation 1 thermometer 1 gauge, water pressure 1 thermostat 1 fountain, drinking 3 basins, wash 3 toilets 1 urinal	Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 190000 BTU Burkay 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance Aqualator 250° Frese 200 lbs Haws	29'6"x80'	2	
607	Mtr.Mech.& Truck-master, class room	1 fountain, drinking	Haws	25'x108'	1	
	Frame, ceiled	3 basins, wash 3 toilets				
	2 offices	1 urinal	Indv.			
608	Barracks	1 furnace, hot air, oil, with motor Downgiac 4 adj. shower units heads 5 toilets 1 urinal 6 basins, wash 1 tub, ldry 1 fountain, drinking 1 heater, water #3-842 1 tank, hot water 1 furnace, gas, Heco 1 regulator gas 1 pump circulation 1 thermometer 1 gauge water pressure 1 thermostat	29'6"x80' Kramer-Church 6' 18"x20" Frazer Haws 190000 BTU Burkay 220 Gal. Buehler 216000 BTU Heating Equip. Co. Reliance Aqualator 250° Frese 200 lbs		2	
609	Class room	3 toilets		25'x108'	1	
	Frame	1 heater, water elec. with motor 50 gal. B&F Mod. B55ED 1 furnace oil 3 basins, wash 1 urinal 1 fountain, drinking	Dowagiac Ser. 8192 Indv. Kohler			
610	Barracks	4 adj. shower units heads 5 toilets 1 urinal 6 basins, wash 1 tub, ldry 1 fountain, drinking 1 thermostat 1 heater, water Mod. 300 1 furnace, gas, 2 units 1 tank, hot water 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water pressure	190000 BTU Burkay Heco 270000 BTU Heating Equip. 220 gal Buehler Reliance Aqualator 250° 200 lbs	29'6" x 80'	2	

611	Mess Hall	1 lavatory	14" x 24"	40'x132'	
		3 traps, grease			
		3 sinks, scullery galv. 2 sec.	Emil Brown Co.		
		1 heater, water oil #4, 251 gal.	Hanson with motor 1/8 HP		
		4 heaters, oil	Air stream Kurtz Co.		
		22 tables, mess			
		1 toilet, complete			
		1 basin, wash	16" x 18"		
		1 hand oil pump and concrete tank outside			
		1 table, cook w/pan rack			
		1 range, oil burning			
612	Day Room	21 lockers, wall	18" x 36" x 60"		
	Partition	1 regulator, gas	Reliance	25'8"x45'4"	1
	Plywood wainscot	1 furnace, gas Heco 1 unit	105000 BTU Heating Equip.Co.		
613	Barracks	1 locker, wall	18" x 36" x 60"		
		5 toilets		29'6" x 80'	2
		1 heater, water	190000 BTU Burkay		
		1 furnace, gas 2 units	280000 BTU Torridaire with Humidifier		
		1 urinal	6'		
		6 basins, wash	18" x 20" Cramer & Church		
		1 tub, laundry	23" x 24" Frazer		
		4 showers, heads			
		1 tank, hot water	220 gal. Buehler		
		1 fountain, drinking	Haws		
		1 regulator, gas	Reliance		
		1 pump, circulation	Aqualator		
		1 thermometer	240°		
		1 gauge water pressure	200 lbs		
614	PX	50 lockers, wall	18" x 36" x 60"		
	Truss construction	2 toilets		37' x 96'	1
		2 basins, wash	18" x 20"		
		2 sinks, w/enamel	32" x 20"		
		1 sink, galv. 2 sec.	Emil Brown		
		1 heater, water, gas	55 gal. President		
		1 furnace, gas, Heco 2 units	330 M Heating Equip.Co.		
		1 urinal			
		7 tables, mess w/benches			
		1 regulator, gas	Reliance		
		2 basins, wash without faucets	18" x 20"		
		14 benches			
		1 thermostat			
615	Barracks	1 interceptor, greas	25 GPM		
		6 basins, wash	18" x 20"	29'6" x 80'	2
		5 toilets			
		1 urinal	6'		
		4 showers, heads			
		1 heater, water	190000 BTU Burkay		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, gas, 2 units	Torridaire Frazer Johnson Co. 280000BTU		
		1 tub, ldry	23" x 24" Frazer		
		1 fountain, drinking	Haws		
		1 regulator, gas	Reliance		
		1 pump circulation	Aqualator		
		1 thermometer	240°		
		1 gauge, water pressure	200 lbs		
		50 lockers, wall	18" x 36" x 60"		
616	Barracks	1 thermostat			
		3 toilets		25'8" x 63'8"	2
		3 basins, wash	18" x 20" Crane Co.		
		1 urinal	Indv.		
		1 fountain, drinking	Haws		
		1 heater, water, gas	30 gal. Crane Keystone		
		1 furnace 2 units, gas, Heco	330000 BTU Heating Equip. Co.		
		1 regulator, gas	Reliance		
617	Barracks	8 lockers, wall	18" x 36" x 60"		
		5 toilets		29'6" x 80'	1
		1 heater, eater, gas	190000 BTU Burkay		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, gas	280000 BTU Torridaire, Frazer Johnson		
		1 fountain, drinking	Haws		
		6 basins, wash	18" x 20" Crane Co.		
		1 urinal	6'		
		1 thermostat			
		4 showers, heads			
		1 tub, set, ldry	Frazer		
		1 regulator, gas	Reliance		
		1 pump, curculation	Aqualator		
		1 thermometer	240°		
		1 gauge, water pressure	200 lbs		
619	Mess Hall	23 lockers, wall	18"x36"x60"		
		1 Frialator	68 lbs Pitman Son	93'2"x25'4"	1
		1 trap, grease	Wing	10'x33'	
		2 ranges, gas, OT	Garland		
		1 ranges, gas OT	Majestic		
		2 sinks, galv. scullery 2 sec.	Emil Brown Sons		
		1 heater, water, gas	190000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		2 heaters, gas, susp	60000 BTU Reznor		
		18 tables, mess			
		1 table, kitchen			
		1 pump, circulating	Triplex Aqualator		
		1 thermometer	240° Frese		
		1 gauge, water pressure	200 lbs		
		1 work bench			
620	Gym. & Rec. Hall	2 toilets		37'x99'	1
	Truss and Ceiled	1 furnace, gas, 2 units	35000 BTU Heating Equip.Co.		
	R.B.I.	2 basins, wash	18"x20"		

621	11th Group Hq- Partitions	1 thermostat				
		1 regulator, gas	Reliance Gas Co.			
		1 heater, water	50 gal. Day & Night			
		1 shower, cabinet, stall				
		1 toilet		25'4"x51'2"	1	
622	Latrine	1 heater, gas, ser.6147	24000 BTU Utility			
		1 basin, wash	18"x20"			
		2 lockers, wall	18"x36"x60"			
		1 gas regulator				
		1 heater, oil fired	#4 Airstream	20'x32'	1	
623	18th Ordnance Hqs. Benches & Partitions	11 basins, wash	15"x18"			
		10 toilets				
		6 urinals	Indv.			
		1 fountain, drinking	Haws			
		1 heater, water oil with	1/6 HP Motor Lennox			
BLOCK #7 700	Administration & Supply Ceiled with 1" laminated wood	2 showers, 3 heads each				
		2 heaters	10000 BTU Thompson	25'x46'	1	
		1 regulator, gas	Reliance			
		2 toilets		25'4"x102'	1	
		2 basins, wash				
701	Mess Hall	2 heaters, gas	20000 BTU Utility			
		1 gauge, water	Reliance			
		1 thermometer	30000 BTU Utility			
		2 ranges, gas OT	200 lbs pressure	25'x114'	1	
		1 range, Gas CT	250° Moeller Wing	10'x35'		
702	Mess Hall Ceiled and wainscot material in basement	1 refrigerator, electric	American Stove Co.			
		26 tables, mess	Seegar, 81 cu.ft.			
		2 heaters, gas, susp	Basement	20'x65'		
		1 trap, grease	60000 BTU Reznor			
		1 table, kitchen				
703	Barracks Basement ceiled and sided	1 table, utensil				
		2 sinks, galv. scullery	2 sec. Emil Brown Sons			
		1 heater, water	190000 BTU Burkay			
		1 tank, hot water	141 gal. Buehler			
		3 regulators, gas,	Reynold Reliance			
704	Barracks	2 dish drying rack	24"x60"			
		1 pump, circulating w/motor	triplex Aqualator			
		1 gauge, water	200 lbs pressure	25'x114'	1	
		2 heaters, gas, susp	60000 BTU Reznor Wing	10'x35'		
		2 ranges, gas OT	American Range Co.			
705	Barracks	1 range, gas CT	Majestic'			
		1 refrigerator, Elec.#7	Seegar ul cu.ft.			
		26 tables, mess				
		2 sinks, scullery galv.	2 sec. Emil Brown Co.			
		1 grease trap				
706	Barracks	1 heater, water #3-897	190000 BTU Burkay			
		1 tank hot water	141 gal. Buehler			
		1 table kitchen	16'			
		1 table kitchen	10'			
		1 Frialator	Pitman Sons			
707	Barracks	3 regulator, gas(2)	Reliance (1) Reynolds			
		1 pump, curculation w/motor	Taco			
		1 thermometer	Moeller			
		4 shower units, adj.heads		29'6"x80'	2	
		5 toilets	Kramer-Church basemt	15'x52'		
708	Barracks	1 urinal	6'			
		6 basins, wash	18"x20"			
		1 fountain, drinking	Haws			
		1 heater, water, Mod.240-A	140000 BTU Pittsburg			
		1 tank, hot water	220 gal. Buehler			
709	Barracks	1 furnace, gas, Heco	270000 BTU Heating Equip.Co.			
		1 regulator, gas	Reliance			
		1 pump, circulation w/motor	Taco			
		1 thermostat				
		1 thermometer	250° Moeller			
710	Barracks	1 gauge, water	200 lbs pressure			
		1 tub, lary.				
		4 shower units, adj.heads		29'8"x80'	2	
		5 toilets	Kramer Church			
		1 urinal	6'			
711	Barracks	6 basins, wash	18"x20" Amer.Std.			
		1 set tub, ldry.	23"x24" Frazer			
		1 fountain, drinking	Haws			
		1 heater, water, Mod.240-A	140000 BTU Pittsburg			
		1 furnace, 2 units, gas,	Heco 270000 BTU Heating Equip.			
712	Barracks	1 regulator, gas	Reliance			
		1 tank, hot water	220 gal. Buehler			
		1 pump, curculation w/motor	Taco			
		1 thermometer	250° Moeller			
		1 gauge, water	200 lbs pressure			
713	Barracks	1 thermostat				
		2 lockers, wall	18"x36"x60"			
		4 shower units, adj.heads		29'6"x80'	2	
		5 toilets	Kramer-Church			
		1 urinal	6'			
714	Barracks	6 basins, wash	18"x20" Amer.Std.			
		1 set tub ldry	23"x24"Frazer			
		1 fountain drinking	Haws			
		1 heater, water	140000 BTU Pittsburg			
		1 tank, hot water	220 gal. Buehler			
715	Barracks	1 furnace, gas 2 units	Heco 270000 BTU Heating Equip.			
		1 regulator, gas	Reliance			

706 Barracks	1 pump, circulation w/motor	Taco		
	1 thermometer 250°	Moeller		
	1 gauge, water	200 lbs pressure		
	1 thermostat			
	4 shower units, adj.		29'6"x80'	2
	5 toilets	Kramer-Church		
	1 urinal	6'		
	6 basins, wash	18"x20" Amer.Std.		
	1 set tub ldry	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 heater, water, Mod.240-A	140000 BTU Pittsburg		
	1 tank, hot water	220 gal. Buehler		
	1 furnace 2 units gas, Heco	270000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
	1 pump, circulation w/motor	Taco		
	1 thermometer	250° Moeller		
	1 gauge, water	200 lbs pressure		
707 Barracks	1 thermostat			
	4 shower units, adj. heads		29'6"x80'	2
	5 toilets	Kramer-Church		
	1 Urinal	6'		
	6 basins, wash	18"x20" Amer.Std.		
	1 set tub ldry	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 heater, water Mod.250-A	140000 BTU Pittsburg		
	1 tank, hot water	220 gal. Buehler		
	1 furnace 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
	1 thermostat			
	1 pump, circulation w/motor	Taco		
	1 thermometer	250° Moeller		
	1 gauge, water	200 lbs pressure		
	1 locker wall	18"x36"x60"		
	4 shower units adj.		29'6"x80'	2
708 Barracks	5 toilets	Kramer-Church		
	1 urinal	6'		
	6 basins, wash	18"x20" Amer.Std.		
	1 set tub ldry	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 heater, water, Mod.204-A	140000 BTU Pittsburg		
	1 tank, hot water	220 gal. Buehler		
	1 furnace 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
	1 pump, circulation w/motor	Taco		
	1 thermometer	250 degrees Moeller		
	1 gauge, water	200 lbs pressure		
	1 thermostat			
	4 showers		29'6"x80'	2
	5 toilets	Kramer Church		
	1 urinal	6'		
	6 basins, wash	18"x20" Amer.Std.		
709 Barracks	1 tub set, ldry	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 heater, water, gas	140000 BTU Pittsburg		
	1 tank, hot water	220 gal. Buehler		
	1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
	1 pump, circulation w/motor	Taco		
	1 thermometer	250 degrees Moeller		
	1 gauge, water 200 lbs pressure			
	1 thermostat			
	4 shower units, adj. heads		29'6"x80'	2
	6 basins, wash	18"x20" Amer.Std.		
	5 toilets	Kramer-Church		
	1 urinal	6'		
	1 set tub, ldry	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 heater, water Mod.204-A	140000 BTU Pittsburg		
710 Barracks	1 tank, hot water	220 gal. Buehler		
	1 furnace 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
	1 pump, circulation w/motor	Taco		
	1 thermometer	250 degrees Moeller		
	1 gauge, water	200 lbs. pressure		
	1 thermostat			
	4 shower units, adj. heads		29'6"x80'	2
	6 basins, wash	18"x20" Amer.Std.		
	5 toilets	Kramer-Church		
	1 urinal	6'		
	1 set tub, ldry	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 heater, water Mod.204-A	140000 BTU Pittsburg		
	1 tank, hot water	220 gal. Buehler		
	1 furnace 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
711 Barracks	1 pump, circulation w/motor	Taco		
	1 thermometer	250 degrees Moeller		
	1 gauge, water	200 lbs. pressure		
	1 thermostat			
	4 shower units, adj. heads		29'6"x80'	2
	5 toilets	Kramer-Church basem't 15'52'		
	1 urinal	6'		
	6 basins, wash	18"x20" Amer.Std.		
	1 set tub ldry.	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 heater, water, Mod.204-A	140000 BTU Pittsburg		
	1 tank, water	220 gal. Buehler		
	1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
	1 thermostat			
	1 regulator, gas	Reliance		
	1 pump circulation w/motor	Taco		
	1 thermometer	250 degrees Moeller		
712 Barracks	1 gauge, water	200 lbs pressure		
	4 showers, unit		29'6"x80'	2
	5 toilets	Kramer-Church		
	1 urinal	6'		
	6 basins, wash	18"x20" Amer.Std.		
	1 tub, set ldry.	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 heater, water	190000 BTU Burkay		

Basement ceiled &
sided

		1 refrigerator, elec.	Seegar 81 cu.ft.		
		1 table kitchen with rack			
		26 tables, mess			
		2 sinks, scullery 2 sec.	Emil Brown Sons		
		1 heater, water	190000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		1 trap grease			
		3 regulators, gas(2)Reliance	(1) Reynolds		
		1 pump, circulating	Triplex Aqualator		
		1 thermostat			
720	Mess Hall	1 gauge, water	200 lbs. pressure	25'x115'	1
		1 table utensil	Wing	10'x35'	
		26 tables, mess	Basement	10'x15'	
		2 heaters, gas, susp	60000 BTU Reznor		
		2 ranges, gas OT	Majestic		
		1 range, gas CT	Majestic		
		1 Frialator	Pitman		
		1 refrigerator, elec.	60 cu.ft. Seegar		
		2 sinks, scullery 2 sec.	Emil Brown Son		
		1 heater, water	190000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		1 trap grease			
		3 regulator, gas(1) Reynolds	(2) Reliance		
		1 circulating water pump	Triplex Aqualator		
		1 thermometer	250° degrees Moeller		
		1 thermostat			
721	Administration & Supply Ceiled, benches, and partitions	2 toilets		25'4"x102'	1
		2 basins, wash	18"x20"		
		1 regulator, gas	Reliance		
		2 heaters, gas, space	20,000 BTU Utility		
		2 heaters, gas, space	30,000 BTU Utility		
		1 locker, wall	18"x36"x60"		
BLOCK #8					
800	Administration & supply Partitions, shelves, and benches	2 toilets		25'4"x102"	1
		2 basins, wash			
		1 regulator, gas			
		1 yeater, space, gas	10,000 BTU Thompson		
		1 heater	20,000 BTU Utility, Therm-Flo		
		2 heater, gas	30,000 BTU		
801	Mess Hall	1 thermostat		25'x114'	1
		2 tables, kitchen	Wing	10'x35'	
	Basement wood sided & benches	26 tables, mess	Basement	8' x45'	
		1 trap, grease			
		1 thermometer	250° Moeller		
		1 gauge, water	200 lbs. pressure		
		2 heaters, gas, susp	60,000 BTU Reznor		
		1 refrigerator, elec.	90 cu.ft. Seegar		
		2 sinks, scullery, galv. 2 sec.	Emil Brown Sons		
		1 heater, water	190,000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		3 regulators, gas (1) Reynolds	(2) Reliance		
		2 ranges, gas, open-top	Majestic		
		1 range, gas, closed top	Majestic		
		1 fryer, gas, deep fat,	68 lb. Pitman		
802	Mess Hall	1 table, utensil		25'x114'	1
	Basement sides ceiled	26 tables, mess	Wing	10'x35'	
	ceiled wainscot	1 trap, grease	Basement	8'x60'	
		1 gauge, water	200 lb. pressure		
		2 heaters, gas, susp	60,000 BTU Reznor		
		2 ranges, gas, OT	Majestic		
		1 range, gas, CT	Majestic		
		1 Frialator	22"x41" Pitman Sons		
		1 refrigerator, elec.	ul cu.ft. Seegar		
		2 sinks, scullery, galv.	2 sec. Emil Brown Sons		
		1 heater, water	190,000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		1 regulator, gas	Reynolds		
		2 regulators, gas	Reliance		
		1 pump, circulating, water	Triplex Aqualator		
		1 thermometer	250° Moeller		
		1 thermostat			
803	Barracks	4 shower units, adj. heads		29'6"x80'	2
		5 toilets	Kramer-Church-Basement	17'x60'	
	Basement partly floored	6 basins, wash	Washington-Elser Co.		
	all ceiled & wainscoted	1 urinal	6'		
		1 set tub, ldry.	Frazer		
		1 fountain, drinking	Haws		
		1 heater, water, mod.204-A	140,000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehmer		
		1 furnace, gas, Heco, 2 unit,	270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 heater, #100	10,000 BTU Thompson		
	Ceiled Bldg.	1 pump, circulation w/motor	Taco		
		1 gauge, water	200 lb. pressure		
		2 thermometers	250° Moeller		
		1 thermostat			
804	Barracks	4 shower units, adj. heads		29'6"x80'	2
		5 toilets	Kramer-Church		
	Ceiled(2nd floor)	1 urinal	6'		
		6 basins, wash			
		1 set tub, ldry.	Frazer		
		1 fountain, dinking	Haws		
		1 heater, water	140,000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace 2 units, gas Heco	270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		

805	Barracks 2nd floor ceiled	1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
		7 lockers, wall	18"x36"x60"		
		1 thermostat			
		4 shower units, adj. heads		29'6"x80'	2
		1 thermostat			
		5 toilets	Kramer-Church		
		1 urinal	6'		
		6 basins, wash	18"x20" Washington-Elser Co.		
		1 set tub, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water, mod. 204-A	140,000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation w/motor	Taco		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb pressure		
		4 showers, adj. heads		29'6"x80'	2
806	Barracks Basement Ceiled & wain- scoted	5 toilets	Kramer-Church Basement 17'x60'		
		1 urinal	6'		
		6 basins, wash	Washington-Elger Co.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140,000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		2 heaters #100, gas	10,000 BTU Thompson		
		1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
		6 lockers, wall	18"x36"x60"		
		1 thermostat			
		4 shower units, adj. heads		29'6"x80"	2
807	Barracks 2nd floor ceiled	6 basins, wash	18"20" Washington-Elger Co.		
		5 toilets	Kramer-Church		
		1 urinal	6'		
		1 set tub, ldry.	Frazer		
		1 fountain, drinking	Haws		
		1 heater, water, mod. 204-A	140,000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace 2 units, Heco, gas	270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, curculation w/motor	Taco		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
		1 thermostat			
		1 thermostat		29'6"x80'	2
808	Barracks 2nd floor ceiled	4 lockers	18"x36"x60"		
		4 showers, adj. heads			
		5 toilets	Kramer-Church		
		1 urinal	8'		
		6 basins, wash	18"x20"		
		1 tub set, ldry.	Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140,000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
809	Barracks 2nd floor ceiled	4 shower units, adj. heads		29'6"x80'	2
		1 thermostat			
		5 toilets			
		1 urinal	6'		
		6 basins, wash			
		1 set tub, ldry.	Frazer		
		1 fountain, drinking	Haws		
		1 heater, water, mod. 204-A	140,000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas,	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation	Triplex-Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
810	Barracks 2nd floor ceiled	4 showers, adj. heads		29'6"x80'	2
		1 thermostat			
		5 toilets	Kramer-Cchurch		
		1 urinal	6'		
		6 basins, wash	18"x20" Washington-Elger Co.		
		1 tub, set, ldry	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140,000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
		10 lockers, wall	18"x36"x60"		
		4 shower units, adj. heads		29'6"x80"	2
811	Barracks 2nd floor ceiled	1 thermostat	Basement 20'x60'		
		5 toilets	Kramer-Church		

	Basement ceiled wainscoted	1 urinal 6 basins, wash 1 set tub, ldry. 1 fountain, drinking 1 heater, water, mod.204-A 1 tank, hot water 1 furnace, 2 units, gas, 1 regulator, gas 1 pump, circulation 1 thermometer 4 showers, adj.heads	6' 18"x20" Washington-Elger Co. Frazer Haws 140,000 BTU Pittsburg 220 gal. Buehler Heco 270,000 BTU Heating Equip.Co. Reliance Aqualator 250° Moeller		
812	Barracks 2nd floor ceiled	1 thermostat 1 locker 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 4 shower units, adj.heads	29'6"x80'	2	
813	Barracks 2nd floor ceiled	5 toilets 1 urinal 6 basins, wash 1 set tub, ldry. 1 fountain, drinking 1 heater, water, mod.204-A 1 tank, hot water 1 furnace, 2 units, gas 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 1 thermostat 4 showers, adj.heads	Kramer-Church 6' 18"x20" Washington-Elger Co. 23"x24" Frazer Haws 140,000 BTU Pittsburg 220 gal. Buehler Heco 270,000 BTU Heating Equip.Co. Reliance Aqualator 250° Moeller 200 lb. pressure	29'6"x80'	2
814	Barracks 2nd floor ceiled Basement ceiled and wainscoted	5 toilets 1 urinal 6 basins, wash 1 tub set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, gas 1 regulator, gas 2 heaters, #100 1 pump, circulation 1 thermometer 1 gauge, water 4 shower units, adj.heads	29'6"x80' Basement 17'x60' Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 140,000 BTU Pittsburg 220 gal. Buehler Heco 270,000 BTU Heating Equip.Co. Reliance 10,000 BTU Thompson Aqualator 250° Moeller 200 lb. pressure		2
815	Barracks 2nd floor ceiled	1 thermostat 5 toilets 1 urinal 6 basins, wash 1 set tub, ldry. 1 fountain, drinking 1 tank, hot water 1 furnace, 2 units, gas 1 heater, hot water 1 pump, circulation 1 thermometer 1 gauge, water 4 showers, adj.heads	29'6"x80'	2	
816	Barracks 2nd floor ceiled	1 thermostat 5 toilets 1 urinal 6 basins, wash 1 tub, ldry. iron enamel 1 thermostat 1 locker, wall 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 4 shower heads	Kramer-Church 6' Washington-Elger Co. 20"x24" 18"x36"x60" Haws 140,000 BTU Pittsburg 220 gal. Buehler 270,000 BTU Heating Equip.Co. Reliance Aqualator 250° Moeller 200 lb. pressure	29'6"x80'	2
817	Barracks 2nd floor ceiled	5 toilets 1 urinal 6 basins, wash 1 tub, set. ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, gas, 2 units 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 thermostat	29'6"x80'		
			6' 15"x20" 23"x24" Frazer Haws 140,000 BTU Pittsburg 220 gal. Buehler 270,000 BTU Heating Equip.Co. Reliance Taco 250° Moeller 200 lb. pressure		

818	Barracks 2nd floor ceiled	4 showers, adj.heads 6 basins, wash 5 toilets 1 urinal 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, gas, 1 regulator, gas 1 thermometer 1 pump, circulation 1 thermostat	Washington-Elger Co. Kraner-Church 6' 23"x24" Frazer Haws 140,000 BTU Pittsburg 220 gal. Buehler Heco 270,000 BTU Heating Equip.Co. Reliance 250° Moeller Aqualator	29'6"x80'	2
819	Mess Hall Power unit outside	1 thermometer 2 tables, kitchen 26 tables, mess 1 gauge, water 1 heater, water, gas 2 heaters, gas, susp. 2 ranges, gas, OT 1 refrigerator, elec.#7, 2 sinks, H&C water 2 sec. 1 tank, hot water 1 trap, grease 1 range, gas, CT 1 regulator, gas 1 thermostat 2 regulators, gas 1 pump, circulating 1 fryer, deep fat, 68 lb.	250° Moeller Wing 10'x35' Basement 8'x15' 200 lb. pressure 190,000 BTU Burkay 60,000 BTU Reznor American Range Co. 81 cu.ft. Seegar Emil Brown Co. 141 gal. Buehler Reynolds Reliance Triplex-Aqualator Pitman Sons	25'x114'	1
820	Mess Hall	1 table, ketchen 26 tables, mess 1 trap, grease 1 thermometer 1 gauge, water 2 heaters, gas, susp 2 ranges, gas, OT 1 range, gas, CT 1 refrigerator, elec. 2 sins, scullery, galv. 2 sec. 1 heater, water 1 tank, hot water 1 regulator, gas 1 pump, circulating 2 regulators, gas 1 thermostat	25'x114' Wing 10'x 35' 25 G.P.M. Basement 10'x20' 250° Moeller 200 lb. pressure 90,000 BTU Reznor Majestic Majestic Seegar Emil Brown Sons 190,000 BTU Burkay 141 gal. Buehler Triplex Aqualator Reliance		1
821	Administration & Supply Bldg.	2 toilets 2 basins, wash 4 heaters, gas 1 regulator, gas	18"x20" Utility Reliance	26'4"x102'	1
823	Partitions Recreation Hall	2 basins, wash 1 furnace, gas, Heco 2 toilets 1 regulator, gas 1 thermostat 3 footlights, disappearing (set - 12 ea.) 2 pumps, sewer, cent.turbine, 4"	37'3"x99'4" 350,000 BTU Heating Equip.Co. Reliance 10'x22' Morse #420751 Wing 8'5"x5'1" Basement 20'x8'5" Gardner & Denver #2573 1 pump, sewer, cent.turbine, 4" 1 pump, cent. sump elec. vertical, Steeling 1 motor, gas, 15 HP LeRoy mod.133 #146702 2 motors, elec.#374406, & #48370110 HP Fairbanks Morse 1 battery, storage, 6 volt, 19 plate, Delco, 3 cell		1
827	Pump house				
829	sewer sump #1		Basement 10'7"x22" 20'x8'3"		1
BLOCK #9					
900	Administration & Supply Wainscot & ceiled	2 toilets 2 basins, wash 1 regulator, gas 2 heaters, gas 2 heaters, gas	18"x20" Basement 20,000 BTU Utility 30,000 BTU Utility	25'4"x102' 8'x10'	1
901	Mess Hall Partition & Cabinets ceiled and wainscoted	25 tables, mess 1 trap, grease 1 pump, circulating, water w/motor 1 thermometer 1 gauge, water, 200 lb.pressure 1 refrigerator, elec. 90 cu.ft. 2 ranges, gas, OT 1 range, gas, CT 1 Frialator, 68 lb. 2 heaters, gas, susp 1 table, kitchen w/racks 1 heater, water 1 tank, hot water 2 sinks, scullery galv. 2 sec. 3 regulators, gas (2) Reliance (1) Reynolds 1 thermostat 1 thermometer 1 gauge, water 1 refrigerator, elec. #7 detached in mess hall 2 ranges, gas, OT 1 range, gas, CT 2 heaters, gas	Taco 250° Moeller Seegar, compressor detached in building Majestic Majestic Pitman Sons 60,000 Reznor 190,000 BTU Burkay 141 gal. Buehler Emil Brown Sons Reliance (1) Reynolds 250° Moeller 200 lb. press. Wing 10'x35' 90 cu.ft. Seegar, compressor Majestic Majestic 60,000 BTU Reznor	25'x114' Wing 10'x35' Basement 10'x40'	1
902	Mess Hall				1

903	Barracks	26 tables, mess			
		1 table, utensil 3/pan rack	96"x36"		
		1 table, kitchen			
		1 heater, water	190,000 BTU Burkey		
		2 sinks, H&C water	Emil Brown Co.		
		1 tank, hot water	140 gal. Buehler		
		1 trap, grease			
		1 regulator, gas	Reynolds		
		2 regulators, gas	Reliance		
		1 pump, circulating	Taco		
		1 thermostat			
		4 showers, adj. heads		29'6"x80'	2
		5 toilets			
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 thermostat			
		1 fountain, drinking	Haws		
		1 heater, water, gas	190,000 BTU Burkey		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
		1 pump, circulation	Aqualator		
		2 lockers, wall	18"x36"x60"		
904	Barracks	4 showers, adj. heads		29'6"x80'	2
		5 toilets, flush			
		1 urinal	6'		
		6 basins, wash	18"x20" Washington-Elger Co.		
		1 tub, set ldry.	23"x24" Frazer		
		1 thermostat			
		1 fountain, drinking	Haws		
		1 heater, water, gas	190,000 BTU Burkey		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation, water	Aqualator		
		1 gauge, water	200 lb pressure		
		1 thermometer	250° Moeller		
905	Barracks	4 showers, adj. heads		29'6"x80'	2
	wainscot	1 thermostat			
		5 toilets			
		1 urinal	6'		
		6 basins, wash	18"x20" Washington-Elger Co.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	190,000 BTU Burkey		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation	aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
906	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj. heads			
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		5 toilets			
		1 urinal	6'		
		1 fountain, drinking	Haws		
		1 heater, water, gas	190,000 BTU Burkey		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU		
		1 regulator, gas	Reliance		
		1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
907	Barracks	1 thermostat		29'6"x80'	2
	4 showers, adj. heads				
		6 basins, wash	18"x20" Washington-Elger		
		1 tub, set, ldry	Frazer		
		5 toilets, flush	American Std.		
		1 urinal	6'		
		1 fountain, drinking	Haws		
		1 heaters, water	190,000 BTU Burkey		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
908	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj. heads			
		6 basins, wash	18"x20" Washington-Elger		
		1 tub, set, ldry.	23"x24" Frazer		
		5 toilets			
		1 urinal	6'		
		1 fountain, drinking	Haws		
		1 heaters, water	190,000 BTU Burkey		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation w/motor	Taco		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		

909	Barracks	1 thermostat 4 showers, adj. heads 6 basins, wash 1 tub, set, ldry. 5 toilets, flush 1 urinal 1 fountain, drinking 1 heater, water, gas 1 tank, hot water 1 furnace, 2 units, gas 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water	29'6"x80'	2
			18"x20" Washington-Elger Co. 23"x24" Frazer	
			6' Haws 190,000 BTU Burkay 220 gal. Buehler Heco, 270,000 BTU Heating Equip.Co. Reliance Aqualator 250° Moeller 200 lb. pressure	
910	Barracks	1 thermostat 4 showers, adj.heads 6 basins, wash 1 tub, set, ldry. 5 toilets, flush 1 urinal 1 fountain, drinking 1 heater, water, #3-822 1 tank, hot water 1 furnace, 2 units, gas 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water	29'6"x80'	2
			18"x20" Washington-Elger Co. 23"x24" Frazer	
			6' Haws 190,000 BTU Burkay 220 gal. Buehler Heco, 270,000 BTU Heating Equip.Co. Reliance Aqualator 250° Moeller 200 lb. pressure	
911	Barracks	1 thermostat 4 showers, adj.heads 6 basins, wash 1 tub, set, ldry. 5 toilets, flush 1 urinal 1 fountain, drinking 1 heater, gas, water 1 tank, hot water 1 furnace, 2 units 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water	29'6"x80'	2
			18"x20" Washington-Elger Co. 23"x24" Frazer	
			6' Haws 190,000 BTU Burkay 220 gal. Buehler Heco, 270,000 BTU Heating Equip.Co. Reliance Aqualator 250' Moeller 200 lb. pressure	
912	Barracks	2 lockers, wall 4 showers, adj.head 6 basins, wash 1 thermostat 1 tub, set, ldry. 5 toilets, flush 1 urinal 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water	29'6"x80'	2
			18"x20" Washington-Elger Co.	
			23"x24" Frazer	
			6' Haws 190,000 BTU Burkay 220 gal. Buehler Heco, 270,000 BTU Heating Equip.Co. Reliance Aqualator 250' Moeller 200 lb. pressure	
913	Barracks	1 thermostat 4 showers, adj.heads 5 toilets, flush 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water #3-372 1 tank, hot water 1 furnace, 2 units, gas, 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 1 locker, wall	29'6"x80"	2
			18"x20" Washington-Elger Co.	
			23"x24" Frazer	
			6' Haws 190,000 BTU Burkay 220 gal. Buehler Heco, 270,000 BTU Heating Equip.Co. Reliance Aqualator 250° Moeller 200 lb. pressure	
914	Barracks	1 thermostat 4 showers, adj.head 5 toilets, flush 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water	29'6"x80'	2
			18"x20" Washington-Elger Co.	
			23"x24" Frazer	
			6' Haws 190,000 BTU Burkay 220 gal. Buehler Heco 270,000 BTU Heating Equip.Co. Reliance aqualator 250° Moeller 200 lb. pressure	
915	Barracks	1 thermostat 4 showers, adj. 5 toilets, flush 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water, gas 1 tank, hot water 1 furnace, 2 units, gas	29°6"x80'	2
			18"x20" Washington-Elger Co. 23"x24" Frazer	
			6' Haws 190,000 BTU Burkay 220 gal. Buehler Heco 270,000 BTU Heating Equip.Co.	

916	Barracks	1 regulator, gas	Reliance		
		1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
		25 lockers, wall	18"x36"x60"		
		1 thermostat		29'6"x80'	2
		4 showers, adj. heads			
		5 toilets, flush			
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water, gas #3-825	190,000 BTU Burkay		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
917	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj. heads			
		5 toilets			
		1 urinal	6'		
		6 basins, wash	18"x20" Washington-Elger Co.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	190,000 BTU Burkay		
		1 tank, hot water	220 gal. Buehler		
		1 regulator, gas	Reliance		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 pump, circulation	Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
		1 locker, wall	18"x36"x60"		
918	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj. heads			
		5 toilets, flush			
		1 urinal	6'		
		6 basins, wash	18"x20" Washington-Elger Co.		
		1 tub, set. ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	190,000 BTU Burkay		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.		
		1 regulator, gas	reliance		
		1 pump, circulation	aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
919	Mess Hall	26 tables, mess		25'x114'	1
		1 refrigerator, elec. #7		Wing 10'x45'	
		90 cu.ft. Weber, compressor detached in outside latic room			
	Partitions	2 ranges, gas, OT	Majestic		
	Cabinets, &	1 range, gas, CT	Majestic		
	Shelving ceiled	2 heaters, gas	60,000 BTU Reznor		
	and wainscoted	1 table, kitchen			
		1 heater, water, gas	190,000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		2 sinks, H&C water 2 sec.	Emil Brown Co.		
		1 trap, grease			
		1 regulator, gas	Reynolds		
		2 regulators, gas	Reliance		
		1 double deck table			
		1 pump circulating	Triplex Aqualator		
		1 thermometer	250° Moeller		
		1 gauge, water	200 lb. pressure		
920	Mess Hall	28 tables, mess		25'x114'	1
		1 thermometer			
		1 gauge, water	240° Frese Wing 10'x35'		
		1 refrigerator, elec. #7	200 lb. pressure		
		1 Frialator #166690	80 cu.ft. Weber		
		2 ranges, gas, OT	22"x41" Pitman		
		1 range, gas CT	Majestic Jfg.Co.		
		2 heaters, gas	Majestic Jfg.Co.		
		1 table, utensil w/hooks	60,000 BTU Reznor		
		1 table, kitchen			
		1 heater, water, gas	190,000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		2 sinks, H&C water 2 sec.	Emil Brown Co.		
		1 trap, grease	25 G.P.M.		
		1 regulator, gas	Reynolds		
		2 regulators, gas	Reliance		
921	Administration & Supply ceiled	2 toilets		25'4"x102'	1
		2 heaters, gas	20,000 BTU Utility		
		2 basins, wash	18"x20"		
		1 regulator, gas	Reliance		
		2 heaters, gas	30,000 BTU Utility		
923	Recreational Hall	2 toilets		37'3"x99'4"	1
		1 furnace, 2 units, gas	330,000 BTU Basement Heating Equip.Co.	25'x40'	
		2 basins, wash	18"x20"		
		1 fountain, drinking	Haws		
		1 regulator, gas	Reliance		
		3 footlights, set, disappearing (12 ea)	Major Equip.Co.		

BLOCK #10

1000	P X Ten	2 toilets 2 basins, wash 1 thermostat 1 furnace, gas, Heco 1 trap grease 1 sink, scullery galv. double 1 regulator, gas 2 urinal 1 heater, water, gas 1 vent, rotary 2 sinks, enamel 1 thermostat 2 basins, wash 2 toilets 1 urinal 1 urinal 1 heater, water 1 furnace, gas 1 regulator, gas 1 basin, wash 4 sinks, enamel 1 lavatory 1 sink, slop	18"x20" 330 BTU Heating Equip.Co. indv. 55 gal. President 12" 30"x20" 4' indv. 44 gal. President 165000 BTU Heating Equip.Co. 20"x30" 18"x20" 20"x24"	36'x96'	1
1001	Dispensary "A"	2 toilets 1 shower, adj.head 2 basins, wash 1 urinal 1 thermostat 1 sink, wood drain 1 fountain, drinking 1 heater, water, gas 1 furnace, gas, Heco 1 regulator, gas 2 toilets 1 urinal 1 sink, slop, enamel 1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1
1002	Fire Station	1 heater, water 1 furnace, gas 1 regulator, gas 1 basin, wash 4 sinks, enamel 1 lavatory 1 sink, slop 2 toilets 1 shower, adj.head 2 basins, wash 1 urinal 1 thermostat 1 sink, wood drain 1 fountain, drinking 1 heater, water, gas 1 furnace, gas, Heco 1 regulator, gas 2 toilets 1 urinal 1 sink, slop, enamel 1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1
1005	Tap Room	1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1
1006	Officers Candidate Prep.School	1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1
1007	Btry.Hdw.& Supply ceiled and and wanscoted	1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1
1008	Officers Qtrs. Partitions 15 rooms 1 large reception room downstairs 25 rooms upstairs	1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1
1010	Administration Bldg.	1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1
1011	Telephone Bldg.	1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1
1012	Officers Qtrs. downstairs parti- tioned into 16 rooms. Doors to all. Upstairs 25 rooms	1 heater, water 1 furnace, gas 1 regulator, gas 2 vent, rotary 1 thermostat 4 showers, adj.head 5 toilets 1 urinal 6 basins, wash 1 tub set ldry. 1 thermostat 1 fountain, drinking 1 heater, water #240" 140000 1 regulator, gas 1 pump, circulation w/motor 1 thermometer 1 gauge, water 1 tank, hot water 1 furnace, gas, 2 units, 1 thermostat 3 toilets 3 basins, wash 1 uninal 1 heater, water 1 furnace, gas 1 regulator, gas 1 fountain, drinking	18"x20" Indv. 30 gal. President 165000 BTU Heating Equip.Co. Reliance 25'x66' 5' Wing 10'x15'6" 20"x24" 30 gal. President 135000 BTU Heating Equip.Co. Reliance 12" 29'6"x80'	37'x44'2" Wing 25'4"x60'2"	1

		1 regulator, gas	Reliance		
		1 pump, circulation	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
		1 sink, slop, enamel			
1013	Headquarters 52nd	22 lockers, wall	18"x36"x60"		
	ceiled and	1 fountain, drinking	Haws	25'x64'	1
	wainscoted	1 thermostat			
	counters build in	3 basins, wash			
	desk and cabinets	3 toilets			
		1 urinal, enamel	Indv.		
		1 heater, water	30 gal. President Crown		
		1 furnace, gas, Heco	135000 BTU Heating Equip. Co.		
1015	Officers Mess	1 regulator, gas			
	ceiled and	1 scullery sink 2 sections		25'4"x93'2"	1
	wainscoted	1 urinal		Wing 10'x36'	
		2 thermostats			
		1 gauge, water	200 lbs. pressure		
		1 thermometer	250 degrees Moeller		
		1 thermometer	250 degrees U.S. Gauge Co.		
		3 lavatories			
		2 toilets, bowl and seat			
		2 heaters, gas	60000 BTU Reznor		
		2 ranges, gas OT	Majestic		
		1 range, gas CT	Majestic		
		1 refrigerator #7 90 cu.ft.	Seegar		
		23 tables, mess			
		2 sinks, H&C water	Emil Brown Co.		
		1 heater, water	190000 BTU Burkey		
		1 trap, grease			
		1 regulator, gas			
		1 Frialator #176736	Pitman		
		1 tank, hot water	141 gal. Buehler		
		1 heater, water	415 gal. Sellers Mod. A333		
		10 fixtures, lighting, frosted, shop-made			
		3 regulators, gas			
		1 circulator, water w/motor	Taco		
1016	Officers Qtrs.	1 sink, galv.	24"x60"x16"		
	partitioned off	3 showers		29'6"x130'	2
	into 19 rooms	4 toilets			
	downstairs	3 urinals	Indv.		
	Upstairs 25 rooms	6 basins, wash	18"x20"		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 regulator, gas	Reliance		
		1 pump, circulation	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
		1 furnace, 3 units, gas	270000 BTU Heco		
		1 sink, slop, enamel			
1019	Class Room ESS3	11 lockers, wall	18"x36"x60"		
		3 basins, wash	18"x20"	25'x108'	1
		3 toilets	Kramer-Church		
		1 urinal, enamel	Indv.		
		1 fountain, drinking	Haws		
		1 heater, water	30 gal. President-Crown		
	ceiled and	1 furnace, gas, Heco	200000 BTU Heating Equip. Co.		
	wainscoted	1 regulator, gas	Reliance		
		1 locker, wall	18"x36"x60"		
		1 thermostat			
1020	Class Room ESS	3 bowls, wash	18"x20"	25'x108'	1
		1 thermostat			
		3 toilets	Kramer-Church		
		1 urinal, enamel	Indv.		
		1 fountain, drinking	Haws		
		1 heater, water	30 gal. President-Crown		
		1 furnace, gas, Heco	200000 BTU		
		1 regulator, gas	Reliance		
1021	Headquarters, 53rd.	1 thermostat		25'x64'	1
		3 basins, wash	18"x20"		
		3 toilets			
		1 urinal	Indv.		
		1 heater, water	30 gal. President		
		1 fountain, drinking			
	ceiled &	1 furnace, gas	135000 BTU Heating Equip. Co.		
	wainscoted	1 regulator, gas	Reliance		
1023	Post Office	2 toilets		36'x108'	1
	ceiled and	3 basins, wash	18"x20"		
	wainscoted	1 thermostat			
		1 urinal			
		1 heater, water	30 gal. President		
		1 furnace, gas	330000 BTU Heating Equip. Co.		
		1 regulator, gas	Reliance		
1027	53rd Motor Sgt. &	1 lavatory	13"x16"	12'x52'	1
	searchlights				
1029	Joan of Arc Chapel	Nothing		10'x23'6"	1
1031	Austin Studio	Nothing	(Removed October 1945)		
1033	MG Training	Nothing			
BLOCK #11					
1120	Main Pump House	1 toilet		20'6"x36'2"	2
		1 basin, wash	Basement	20'6"x36'4"	
		2 compressors air 635D. 2 1/2 x 2 1/2 1 HP	Gardner & Denver		
		3 pumps, pressure FM w/2 motors	Fairbanks-Morse		
		2 tanks, surg.			
		1 pump, sump	50 gal. Fairbanks, -Morse		

		1 engine, gas	125 HP Climax	
		1 engine gas w/generator	15 HP Wakasha	
		1 chain hoist	2-ton Seattle Chain Co.	
		1 chain hoist 3 gear 3 ton	D. Round & Sons	
		1 chlorinator	Wallace & Tiernan	
		1 scales platform	1000 lbs.	
		1 charger battery 12-V	GE	
		1 siren elec. 5 HP 220-V 60 cycles 3 phases ser 12395 w/remote control (on roof)		
		1 storage battery, 12-V		
		1 hypro chlorinator at main pumping station		
		1 gauge, water 200 lbs. pressure Achcraft		
		1 generator, 120-v. 16 amp. Fairbank & Morris w/battery 6-v.		
1121	Outdoor Theatre	2 lavatories	18"x20" Crane Co.	45'x68' 1
		2 toilets		
		1 fountain drinking	Haws	
		2 showers		
		1 heater, water, elec.	40 gal. Thermadora	
		1 hose, fire, 50'		
1123	Reservoir	325 benches, wood		
		1 valve, hydraulic		210' diameter
		1 reservoir, concrete cap. 4,500,000 gals.		
		1 ventilator, rotary 36"		
1125	Chlorinator	nothing		8'x8'x16' deep 2
1127	Meter pit	nothing (2 water meters property of City of San Diego)		8'x32'x12' deep
1129	Surge tank	nothing		3' dia.x16' 1
1131	Surge tank	nothing		16'x3' diameter
BLOCK #12				
1200	P X Twelve	2 toilets		36'x96'
		2 sinks, enamel	30"x20"	
		1 trap, grease		
		1 sink, galv. H&C water 2 sec. Emil Brown Co.		
		2 urinals	Indv.	
		1 furnace, gas, Heco	330,000 BTU Heating Equip.Co.	
		1 heater, water	50 gal. Day & Night	
		4 basins, wash	18"x20"	
		1 regulator, gas	Reliance	
1201	Class Room	1 heater, water, elec. B&F		25'x108' 1
	partitioned	1 furnace, oil	Dowagiac	
	ceiled	3 toilets		
		3 basins, wash		
		1 urinal	Indv.	
		1 fountain, drinking		
		1 tank, wood, oil	5x5'	
1202	Dispensary "B"	1 thermostat		
		4 basins, wash	18"x20"	25'x90' 1
		4 sinks, enamel		
		1 urinal	Indv.	
	partitions	1 urinal	4'	
	ceiled and	2 toilets		
	wainscoted	1 tub, set, enamel		
		1 heater, water, gas	30 gal. President	
		1 furnace, gas, Heco	165,000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 thermostat		
1203	Dental Clinic	1 sink, enamel	24"x18"	25'x70' 1
		9 basins, wash	15"x18"	Wings 10'x15"
	partitioned	3 toilets		9'x15'
	ceiled and	2 urinals	Indv.	12'x20'
	wainscoted	1 heater, water, oil	28 gal. Aqua-Therm	
		1 pump, vacuum heating	Dunham	
		1 furnace, steam	Ideal	
		1 fountain, drinking	Haws	
		19 radiators		
		1 tub, set, enamel		
		1 regulator, gas		
1204	Classification Bldg.	2 toilets		29'6"x80' 2
	partitioned	2 basins, wash	18"x20" Crane Co.	
	ceiled &	1 furnace, gas	Aire-Flo Lennox Furn.Co.	
	wainscoted	1 thermostat		
1205	Barracks	5 toilets		29'6"x80' 2
	ceiled	6 basins, wash	18"x20" Crane Co.	
	partitioned	4 showers		
		1 urinal	6'	
		1 fountain, drinking	Haws	
		1 tub, set, ldry.	Frazer	
		1 heater, water, gas	140,000 BTU Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.	
		1 regulator, gas		
		1 thermometer	250° Moeller	
		1 gauge, water	200 lb. pressure	
		1 pump, circulation w/motor	Taco	
		1 thermostat		
1206	Nueropsychiatric Clinic	2 showers		25'x66' 1
		2 toilets		
		2 basins, wash	18"x20"	
	ceiled, wain-	1 thermostat		
	scoted	1 heater, water	30 gal. President	
	Partions	1 furnace, gas, Heco	135,000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 sink, slop, enamel	20"x24"	
1209	Officers Qtrs.	3 showers, adj. heads		29'6"x130' 2
	partitioned	4 toilets		
	ceiled, wain-	3 urinals	Indv.	
		6 basins, wash	18"x20"	

	scoted	1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, gas, Heco 3 units 1 regulator, gas 1 sink, slop, enamel 1 pump, circulation 1 thermostat 28 lockers, wall 1 thermometer 1 gauge, water press. 3 toilets 3 basins, wash 1 urinal 1 thermostat 1 heater, water, gas 1 furnace, gas, Heco 1 fountain, drinking 1 regulator, gas 3 toilets 1 urinal 3 basins, wash 1 thermostat 1 fountain, drinking 1 heater, water 1 furnace, gas Heco 1 regulator, gas 3 toilets 3 basins, wash 1 urinal 1 fountain, drinking 1 heater, water, elec. 1 furnace, oil 3 showers, adj. 4 toilets 1 thermostat 3 urinals, enamel 24 lockers, wall 6 basins, wash 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 3 units, gas 1 regulator, gas 1 gauge, water press. 1 thermometer 1 pump, circulation 1 sink, slop, enamel 3 toilets 3 basins, wash 1 urinal 1 fountain, drinking 1 heater, water, elec. 1 furnace, oil 1 tank, wooden, fuel 3 toilets 3 basins, wash 1 urinal 1 fountain, drinking 1 furnace, gas 1 regulator, gas 1 thermostat 3 showers, adj. 4 toilets 1 thermostat 26 lockers, wall 3 urinals, enamel 6 basins, wash 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 3 units, gas 1 regulator, gas 1 sink, slop, enamel 1 gauge, water 1 thermometer 1 pump, circulation 2 ranges, gas OT 1 range, gas, CT 1 Frialator, gas 1 heater, water #3-892 1 refrigerator, elec. #7 2 sinks, scullery galv. 1 tank, hot water 2 heaters, gas, susp 1 table, kitchen 26 tables, mess 1 trap, grease 1 regulator, gas 2 regulators, gas 1 pump, circulation 1 thermometer 1 gauge, water 1 thermostat	Haws Pittsburg 140 gal. Buehler 495,000 BTU Heating Equip.Co. Reliance 20"x24" Taco 18"x36"x60" 250° Moeller 200 lb. 18"x20" Indv. 30 gal. President 135,000 BTU Heating Equip.Co. Haws Reliance 25"x90' Indv. Wing 8"x28' 18"x20" Haws 30 gal. President 200,000 BTU Heating Equip.Co. Reliance 25"x108' Indv. Haws B&F Dowagiac 29'6"x130' Kramer-Church Indv. 18"x36"x60" Haws 140,000 BTU Pittsburg 220 gal. Buehler Heco 495,000 BTU Heating Equip.Co. Reliance 200 lb. 250° Moeller Taco 20"x24" 40 gal. B&F Dowagiac 5x5', 735 gal. Indv. Haws Heco 135,000 BTU Heating Equip.Co. Reliance 29'6"x130' Kramer-Church 18"x36"x60" Indv. 18"x20" Haws 140,000 BTU Pittsburg 220 gal. Buehler Heco 495,000 BTU Heating Equip.Co. Reliance 20"x24" 200 lb. pressure 250° Moeller Taco Amer.Stove Co. Pitman Sons 190,000 BTU Burkay 65 cu.ft. Seegar Emil Brown Co. 141 gal. Buehler 40,000 BTU Reznor Reliance Reynolds Aqualator 250° Moeller 200 lb. pressure	25'x64' 1 25'x64' 1 25'x90' 1 25'x108' 1 29'6"x130' 2 25'x108' 1 25'x64' 1 25'x95' 1
1210	Headquarters 54th BN ceiled, wain- scoted, parti- tioned			
1211	Post Tailor Shop ceiled & wainscoted			
1212	Class Room ceiled Partitioned			
1213	Officers Qtrs. ceiled, parti- tioned, wainscoted			
1214	Class Room ceiled, partitioned			
1216	Headquarters 55th ceiled, wainscoted partitioned			
1217	Officers Qtrs. ceiled, wainscoted partitioned			
1218	ESS Cooks School ceiled, parti- tioned Power Unit outside			

1219	ESS Headquarters	3 toilets		25'x108'	1
		1 thermostat			
	ceiled, wainscoted	3 basins, wash			
	partitioned	1 urinal	Indv.		
		1 fountain, drinking	Haws		
		1 heater, water	30 gal. Crown		
		1 furnace, gas	200,000 BTU Heating Equip.Co.		
		1 regulator, gas			
1220	ESS Clerks Adm.	3 basins, wash		25'x108'	1
		3 toilets			
	ceiled, wainscoted	1 urinal	Indv.		
		1 thermostat			
	partitioned	1 fountain, drinking	Haws		
		1 heater, water	30 gal. President		
		1 furnace, gas,	Heco 135,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
1221	Headquarters	3 toilets		25'x64'	1
	56th	3 basins, wash			
	ceiled, wainscoted	1 thermostat			
	partitions	1 urinal	Indv.		
		1 fountain, drinking	Haws		
		1 heater, water	30 gal. President		
		1 furnace, gas, Heco	135,000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
1222	Auto Repair Shop	Nothing		20'6"x24'9"	1
1223	Main Theatre	4 toilets		76'8"x160'	1
		5 basins, wash	18"x20" Basement		
		3 urinal	Indv.		
		7 radiators, steam			
		1 boiler, gas w/blower 4430 cu.ft.	Basmor Bastian-Morley Co.		
		1 pump, vacuum heating	Jennings		
		1 fountain, drinking			
		1 heater, steam ceiling	Trane Unit		
		2 regulators, gas	Reliance		
		1 heater, gas	10,000 BTU Thompaon		
		1 heater, #4240	40,000 Temco		
		1 Regging, N.P. screen w/hand wench & cable			
		63 air filters, sec.	20"x20"		
		2 radiators, steam			
		1 sink, slop	18"x20"		
		3 hose, fire w/nozzle	100'		
		1 turbine, air conditioning	multiple fan 4' w/GE motor		
		1 thermostat			
		3 ceiling heater ventilators			
		1 16" welded iron smoke stack			
1224	Gas Station	Nothing		12'x15'	1
			Wings	14'x36'	
			2	(9'x15')	
1226	Wash & grease rack	Nothing		11'x16'	1
			Wing	15'8"x32'	
1228	Water Tower & tank	1 tower, water w/tank	100,000 gal	130 ft. high	
1230	Gas meters & regulators	Nothing	steel frame		
1233	Storage, M-9 training	Nothing		29'x45'	
			Wings	10'x50'4"	
BLOCK #13					
1300	Btry. & Supply	2 toilets		25'4"x102'	1
	Room	2 basins, wash	18"x20"		
	ceiled, parti-	2 heaters, gas	20,000 BTU Utility		
	tioned	1 regulator, gas	Reliance		
		2 heaters, gas,	30,000 BTU Utility		
1301	Mess Hall	1 thermometer	250° Moeller	25'x114'	1
		1 gauge, water	200 lb. pressure-Wing	10'x35'	
	Power unit outside	2 ranges, tas, OT	American Stove Co. Basement	8'x16'	
		2 thermostats			
	Ceiled, wainscoted	1 range, gas CT	Majestic		
		1 Frialator	Pitman		
		1 refrigerator, elec. #7	81 cu.ft. Seegar		
		2 heaters, gas, susp	60,000 BTU Reznor		
		1 table, kitchen			
		26 tables, mess			
		2 sinks, galv. H&C water 2 sec.	Emil Brown Co.		
		1 heater, water	190,000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		1 trap, grease			
		1 regulator, gas			
		2 regulator, gas	Reliance		
		1 pump, circulator	Triplex Aqualator		
1302	Mess Hall	1 thermometer	250° Moeller	25'x114'	1
		1 gauge, water	200 lb. Pressure Wing	10'x35'	
	Power unit	1 range, gas, CT	Basement	8'x25'	
	outside	2 thermostats			
	ceiled, wainscoted	2 enamel floor drains			
		1 pump, circulation water w/motor Taco			
		1 Frialator, 68 lb.	22"x41" Pitman Sons		
		1 refrigerator #7, elec.	81 cu.ft. Seegar		
		2 ranges, gas, OT	American Stove Co.		
		1 table, utensil			
		1 table, kitchen			
		26 tables, mess			
		2 sinks, galv. H&C water 2 sec.	Emil Brown Co.		
		1 heater, water #1038	190,000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		1 trap, grease			
		2 heaters, gas, susp.	60,000 BTU Reznor		
		1 regulator, gas	Reynolds		
		2 regulators, gas	Reliance		

1303	Barracks	4 showers, adj.	29'6"x80'	2
	Ceiled	1 thermostat	Kramer-Church	
		5 toilets	6'	
		1 urinal	18"x20" American Std.	
		6 basins, wash	23"x24" Frazer	
		1 tub, set, ldry.	Haws	
		1 fountain, drinking	140,000 BTU Pittsburg	
		1 heater, water	Reliance	
		1 regulator, gas	motor Taco	
		1 pump, circulation, water w/	200 lb. pressure	
		1 gauge, water	250° Moeller	
		1 thermometer	220 gal. Buehler	
		1 tank, hot water	270,000 BTU Heating Equip.Co.	
1304	Barracks	1 furnace, gas, 2 units	29'6"x80'	2
	Ceiled	4 showers, adj. heads	Kramer-Church	
		5 toilets, flush	6'	
		1 thermostat	18"x20" American Std.	
		1 urinal	23"x24" Frazer	
		6 basins, wash	Haws	
		1 tub, set, ldry.	140,000 BTU Pittsburg	
		1 fountain, drinking	220 gal. Buehler	
		1 heater, water	Heco 270,000 BTU Heating Equip.Co.	
		1 tank, hot water	Reliance	
		1 furnace, 2 units, gas	motor Taco	
		1 regulator, gas	250° Moeller	
		1 pump, circulation, water w/	200 lb. pressure	
		1 thermometer		
		1 gauge, water		
1305	Barracks	4 showers, heads	29'6"x80'	2
	Ceiled	5 toilets	Kramer-Church	
		1 urinal	6'	
		6 basins, wash	18"x20" American Std.	
		1 tub, set, ldry.	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	140,000 BTU Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 thermometer	250° Moeller	
		1 gauge, water	200 lb. pressure	
		1 pump, circulation water w/motor	Taco	
		1 thermostat		
1306	Barracks	4 showers, adj.	29'6"x80'	2
	Ceiled	5 toilets	6'	
		1 urinal	18"x20" American Std.	
		6 basins, wash	23"x24" Frazer	
		1 tub, set	Haws	
		1 fountain, drinking	140,000 BTU Pittsburg	
		1 heater, water	220 gal. Buehler	
		1 tank, hot water	Heco 270,000 BTU Heating Equip.Co.	
		1 furnace, 2 units, gas	Reliance	
		1 regulator, gas	motor Taco	
		1 pump, circulation, water w/	250° Moeller	
		1 thermometer	200 lb. pressure	
		1 gauge, water		
		1 thermostat		
1307	Barracks	4 showers, adj.	29'6"x80'	2
	Ceiled	5 toilets	Kramer-Church	
		1 urinal	6'	
		6 basins, wash	18"x20"	
		1 tub, set, ldry.	23"x24" Frazer	
		1 thermostat	Haws	
		1 fountain, drinking	140,000 BTU Pittsburg	
		1 heater, water	220 gal. Buehler	
		1 tank, hot water	Heco 270,000 BTU Heating Equip.Co.	
		1 furnace, 2 units, gas	Reliance	
		1 regulator, gas	motor Taco	
		1 pump, circulation water w/	250° Moeller	
		1 thermometer	200 lb. pressure	
		1 gauge, water		
		1 thermostat		
1308	Barracks	4 showers, adj. heads	29'6"x80'	2
	Ceiled	6 basins, wash	18"x20" American Std.	
		5 toilets	Kramer-Church	
		1 urinal	6'	
		1 tub, set, ldry.	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	140,000 BTU Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270,000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 pump, circulation water	Taco	
		1 thermometer	250° Moeller	
		1 gauge, water	200 lb. pressure	
		1 thermostat		
1309	Barracks	4 showers, adj. heads	29'6"x80"	2
	Ceiled	5 toilets	Kramer-Church	
		1 urinal	6'	
		6 basins, wash	18"x20" Amer.Std.	
		1 tub, set, ldry.	23"x25" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	190000 BTU Burkay	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 pump, circulation water	Triplex Aqualator	
		1 thermometer	250 degrees Moeller	
		1 gauge, water	200 lbs. pressure	
		1 thermostat		

1310	Barracks	4 showers, adj. heads	29'6"x80'	2
		5 toilets		
		1 thermostat		
		1 urinal	6'	
	Ceiled	6 basins, wash	18"x20"	
		1 tub, set, ldry.	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	140000 BTU Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 pump, circulation water w/motor	Taco	
		1 thermometer	250 degrees Moeller	
		1 gauge, water	200 lbs. pressure	
1311	Barracks	4 showers, adj. heads	29'6"x80'	2
		5 toilets	Kramer-Church	
		1 thermostat		
		14 lockers, wall	18"x36"x60"	
		1 urinal	6'	
		6 basins, wash	18"x20" Amer. Std.	
		1 tub, set, ldry.	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	140000 BTU Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 pump, circulation, water, w/motor	Taco	
		1 thermometer	250 degrees Moeller	
		1 gauge, water	200 lbs. pressure	
1312	Barracks	4 showers, adj. heads	29'6"x80'	2
		5 toilets	Kramer-Church	
		1 urinal	6'	
		6 basins, wash	18"x20" Amer. Std.	
	Ceiled	1 set, tub, ldry.	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 thermostat		
		1 heater, water	140000 BTU Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 pump, circulation water w/motor	Taco	
		1 thermometer	250 degrees Moeller	
		1 gauge, water	200 lbs. pressure	
1313	Barracks	4 showers, head	29'6"x80'	2
		5 toilets	Kramer-Church	
		1 urinal		
		6 basins, wash	18"x20"	
		1 thermostat		
		4 lockers, wall	18"x36"x60"	
		1 heater, water	140000 BTU Pittsburg	
		1 tub, set, ldry.	23"x24" Frazer	
	ceiled	1 fountain, drinking	Haws	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 gauge, water	200 lbs. pressure	
		1 pump, circulation, water w/motor	Taco	
		1 thermometer	250 degrees Moeller	
1314	Barracks	4 showers, adj. heads	29'6"x80'	2
		5 toilets	Amer. Std. Kramer-Church	
		1 urinal	6'	
	ceiled	6 basins, wash	18"x20" Amer. Std.	
		1 thermostat		
		1 tub, set, ldry.	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	140000 BTU Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 pump, circulation water w/motor	Taco	
		1 thermometer	250 degrees Moeller	
		1 gauge, water pressure 200 lbs.		
1315	Barracks	4 showers, heads	29'6"x80'	2
		5 toilets	Kramer Amer. Std.	
		1 thermostat		
		3 lockers, wall	18"x36"x60"	
		1 urinal	6'	
	ceiled	6 basins, wash	18"x20"	
		1 tub, set	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	140000 BTU Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 pump, circulation, water	Taco	
		1 thermoeter	250 degrees Moeller	
		1 gauge, water, 200 lbs. pressure		
1316	Barracks	4 showers adj.	29'6"x80'	2
		5 toilets	Kramer Amer. Std.	
	ceiled	1 thermostat		
		1 urinal	6'	
		6 basins, wash	18"x20"	
		1 tub, set, ldry	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	140000 Pittsburg	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.	

1317	Barracks ceiled	1 regulator, gas	Reliance		
		1 pump, circulation water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
		1 tank, hot water	220 gal. Buehler	29'6"x80'	2
		4 showers, adj.			
		5 toilets	Kramer Amer.Std.		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 thermostat			
		5 lockers	18"x36"x60"		
		1 heater, water	140000 BTU Pittsburg		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water	w/motor Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1318	Barracks ceiled	4 showers, heads		29'6"x80'	2
		1 thermostat			
		5 toilets	American Std.		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation, water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1319	Mess Hall ceiled, wainscoted power unit outside	2 thermostat		25'x114'	1
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
		1 range, gas, CT			
		2 ranges, gas, OT	American Stove Co.		
		1 Frialator	Pitman Sons, 68#		
		1 refrigerator #7 Elec. 81 cu.ft.	Seegar		
		2 heaters, gas, susp.	60000 BTU Reznor		
		1 table, utensil			
		1 table, kitchen			
		26 table, mess			
		2 sinks, scullery, galv.	Emil Brown Co.		
		1 heater, water	190000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		1 trap, grease			
		1 regulator, gas	Reynolds		
		1 circulator, water	Triplex Aqualator		
		2 regulators, gas	Reliance		
1320	Mess Hall power unit outside ceiled & wainscoted	1 thermometer	250 degrees Moeller	25'x114'	1
		2 thermostats	Wing	10'x35'	
		1 gauge, water	200 lbs. pressure		
		2 range, gas, OT	American Stove Co.		
		1 range, gas, CT	Majestic		
		1 Frialator, 68#	Pitman Sons		
		1 refrigerator elec. #7,	81 cu.ft. Seegar		
		1 table, utensil			
		2 heaters, gas, susp.	60000 BTU Reznor		
		1 table, kitchen			
		26 tables, mess			
		2 sinks, galv. H&C water	Emil Brown Co.		
		1 heater, water	190000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		1 trap, grease			
		1 regulator, gas	Reynolds		
		1 circulator, water	Triplex Aqualator		
		2 regulators, gas	Reliance		
1321	Btry.Hq. & Supply Room ceiled, partitioned	2 toilets		25'4"x102'	1
		2 basins, wash	18"x20" Amer.Std.		
		1 regulator, gas	Reliance		
		2 heaters, gas	20000 BTU Utility		
		2 heaters, gas	30000 BTU Utility		
1322	Navy Range Tower	Nothing			
1323	Recreational Hall ceiled wainscoted	2 basins, wash	18"x20" Crane Co.	37'3"x99'4"	
		2 toilets			
		1 furnace, gas, Heco	330000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		3 footlights, disappearing unit	Major Equip.Co.		
		1 thermostat			
1324	Service Club ceiled, wainscoted partitions cupboards, cabinets benches	1 pump, circulation	Aqualator	69'2"x99'8"	1
		10 toilets			
		8 basins, wash			
		5 urinals			
		2 regulators, gas	Reliance		
		1 thermometer	240 degrees Frese		
		1 tub, set, porcelain	23"x24"		
		40 radiators, steam			
		2 ranges, gas OT	Amer.Stove Co.		
		2 refrigerators, elec.	65 cu.ft. Seegar		
		1 table, utensil			
		2 tables, kitchen			
		1 heater, water gas	190000 BTU Burkay		
		1 tank, hot water	220 gal. Buehler		
		2 sinks, galv.H&C water	2 sec. Emil Brown Co.		

		1 boiler, steam	108000 BTU Amer.Std.		
		1 trap, grease			
		1 sink, enamel			
		1 hose w/nozzle	100'		
1326	Library	1 automatic steam booster pump w/2 GE motors			
		2 toilets		30'x60'	1
		1 urinal	Wing	15'x19'4"	
		2 basins, wash	18"x20" Crane Co.		
		1 sink, scullery	24"x20"		
		2 heaters, gas, w/fan	40000 BTU Utility		
		1 thermostat			
	ceiled, wainscoted	1 regulator, gas	Reliance		
BLOCK #14					
1400	Btry.Hq.&Supply Room	2 toilets		25'4"x102'	1
		2 basins, wash			
		1 regulator, gas	Reliance		
	partitions,shelves	2 heaters, gas	20000 BTU Utility		
	benches	2 heaters, gas	30000 BTU Utility		
		2 lockers, wall	18"x36"x60"		
1401	Mess Hall	1 range, gas CT		25'x114'	1
		1 Frialator	Wing	10'x35'	
		2 heaters, gas, susp	60000 BTU Reznor		
		2 ranges, gas OT	Amer.Stove Co.		
		1 refrigerator, elec.#7	81 cu.ft. Seegar		
		1 table, kitchen	Basement	10'x42'	
		26 tables, mess			
		1 table			
		1 pump, circulation, water	Taco w/motor		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
		1 heater, water	190000 BTU Burkay		
		2 sinks, scullery galv.2 sec.	Emil Brown Co.		
		1 tank, hot water	141 gal. Buehler		
		1 trap, grease	25 G.P.M.		
		1 regulator, gas	Reynolds		
		2 regulators, gas	Reliance		
		1 thermostat			
1402	Mess Hall	1 table, kitchen		25'x114'	2
		1 table	Wing	10'x35'	
		1 pump, circulation, water	w/motor Taco Basement	10'x70'	
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
		2 heaters, gas, susp	60000 BTU Reznor		
		2 ranges, gas, OT	Amer.Stove Co.		
		1 range, gas, CT	Amer.Stove Co.		
		1 Frialator, 68#	Pitman Sons		
		1 refrigerator,elec.#7	81 cu.ft. Seegar		
		26 tables, mess			
		2 sinks, scullery, galv. 2 sec.	Emil Brown Co.		
		1 heater, water	190000 BTU Burkay		
		1 tank, hot water	141 gal. Buehler		
		1 trap, grease			
		2 regulator, gas	Reliance		
		1 pump, circulator	Taco		
		1 thermostat			
1403	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj.			
		5 toilets	Kramer		
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation, water,	Taco w/motor		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1404	Barracks	2 lockers, wall	18"x36"x60"	39'6"x80'	2
		1 thermostat			
		4 showers, adj.			
		5 toilets	Kramer Amer.Std.		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	145000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water	Taco w/motor		
		1 gauge, water	200 lbs. pressure		
		1 thermometer	250 degrees Moeller		
1405	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj.			
		5 toilets	Kramer-Church		
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water	w/motor Taco		
		1 gauge, water	200 lbs. pressure		
		1 locker wall	18"x36"x60"		

1406	Barracks	1 Thermostat		29'6"x80'	2
		4 showers, adj.			
		5 toilets	Kramer Amer.Std.		
		1 urinal	6'		
		6 basins, wash	18"x24"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator			
		1 pump, circulation water, w/motor	Taco		
		1 thermometer	250 degrees, Moeller		
1407	Barracks	1 gauge, water	200 lbs. pressure	29'6"x80'	2
		1 thermostat			
		4 showers, adj.			
		5 toilets	Kramer Amer.Std.		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation, water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1408	Barracks	1 locker, wall	18"x36"x60"	29'6"x80'	2
		1 thermostat			
		4 showers, adj.			
		5 toilets	Kramer Amer.Std.		
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	145000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water, w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1409	Barracks	1 thermostat		29'6"x80'	2
		1 lockers, wall	18"x36"x60"		
		4 showers, adj.			
		5 toilets	Kramer Amer.Std.		
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation, water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1410	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj.			
		5 toilets, flush	Kramer		
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, w units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water w/motor	Taco		
		1 gauge, water	200 lbs. pressure		
		1 thermometer	250 degrees Moeller		
1411	Barracks	1 thermostat		29'6"x60'	2
		5 lockers, wall	18"x36"x60"		
		4 showers, adj.			
		5 toilets	Kramer Amer.Std.		
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation, water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1412	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj.			
		5 toilets			
		1 urinal	6'		
		6 basins, wash	18"x20"		
		1 tub, set	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation, water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		

1419		2 ranges, gas OT 1 Frialator, 68# 1 refrigerator, elec. #7, 81 cu.ft. Seegar 26 tables, mess 2 sinks, scullery, galv. 2 sec. Emil Brown Co. 1 heater, water 1 tank, water 1 trap, grease 1 regulator, gas 2 regulators, gas 1 pump, circulating 1 thermostat 1 thermometer 1 table, kitchen 1 table 1 gauge, water 2 heater, gas, susp 2 ranges, gas, OT 1 range, gas CT 1 frialator, 68# 1 refrigerator, elec. #7 65 cu.ft. Seegar 26 tables, mess 2 sinks, scullery, galv. 2 sec. Emil Brown Co. 1 heater, water 1 tank, hot water 1 trap, grease 1 regulator, gas 2 regulators, gas 1 pump, circulating 1 thermostat 2 toilets 2 basins, wash 2 heaters, space, gas 1 regulator, gas 1 regulator, gas 2 heaters, gas 2 basins, wash 2 toilets 1 regulator, gas 1 furnace, 2 units, gas 3 sec. 12 each colored foot lights 3 showers 14 toilets 3 urinals 13 basins, wash 6 tubs, bath w/shower 2 tub, set, porcelain 3 fountains, drinking 1 heater, water 1 tank, hot water 1 regulator, gas 1 thermometer 1 furnace, 3 units, gas, Heco 1 pump, circulation 2 regulator, gas 2 sinks, slop, enamel	Amer.Stove Co. Pitman Sons Basement 10'x20' 190000 BTU Burkay 141 Gal. Buehler Reynolds Reliance Triplex, Aqualator 250 degrees Moeller 25'x114' Wing 10'x35' Basement 8'x25' 200 lbs pressure 60000 BTU Reznor Amer.Stove Co. Pitman Sons 20000 BTU Utility Reliance Reliance 30000 BTU Utility 18"x20" Crane Co. Reliance Heco 330000 BTU Heating Equip.Co. 29'8"x130' Indv. 18"x18"x18" Haws 190000 BTU Burkey 220 gal. Buehler Reynolds 250 degrees Moeller 600000 BTU H.E.Co. Aqualator Reliance		
1420	Mess Hall				
	Power unit outside				
	Wainscot to ceiling				
	Linoleum in mess part				
1421	Btry.Hq.&Supply Room Benches, partitions ceiled, shelves			25'4"x102'	1
1423	Recreation Hall Truss Const.			37'3"x99'4"	1
1424	Guest House Knotty Pine Wainscot Call bell system 39 rooms				2
BLOCK #15					
1500	Btry.Hq.& Supply Room Shelving			25'4"x102'	1
1501	Mess Hall			25'x114' Wing 10'x35'	2
1502	Mess Hall			25'x114' Wing 10'x35' Basement 12'x114'	2

1503	Barracks	4 showers 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas 270000 1 regulator, gas 1 pump, circulation, water 1/10 HP Taco 1 thermometer 1 gauge, water 1 thermostat	Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 140000 BTU Pittsburg 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance 250 degrees Moeller 200 lbs. pressure	29'6"x80'	2
1504	Barracks	4 showers, adj. 5 toilets 1 thermostat 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation with motor, water Taco 1 thermometer 50 degrees to 250 degrees Moeller 1 gauge, water	Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 140000 BTU Pittsburg 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance 250 degrees Moeller 200 lbs. pressure	29'6"x80'	2
1505	Barracks	4 showers, adj. 1 thermostat 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation water, w/motor Taco 1 thermometer 1 gauge, water 1 thermostat	Kramer-Church 6' 18"x20" Amer.Std. 23"x24" Frazer Haws 140000 Pittsburg 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance 250 degrees Moeller 200 lbs. pressure	29'6"x80'	2
1506	Barracks	4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation water w/motor Taco 1 gauge, water 1 thermometer 1 thermostat	Kramer-Church 6' 18"x20" Amer.Std. 23"x24" Frazer Haws 140000 Pittsburg 220 gal. Buehler 270000 Heating Equip.Co. Reliance 200 lbs. pressure 50 degrees to 250 degrees Moeller	29'6"x80'	2
1507	Barracks	4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 thermometer 1 gauge, water 1 pump, circulation, water, w/motor Taco 1 thermostat	Kramer-Church 6' 18"x20" Amer.Std. 23"x24" Frazer Haws 140000 BTU Pittsburg 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance 50-degrees to 250 degrees Moeller 200 lbs. pressure	29'6"x80'	2
1508	Barracks	4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation, water, w/motor Taco 1 gauge, water 1 thermometer 1 thermostat	Kramer-Church 6' 18"x20" Amer.Std. 23"x24" Frazer Haws 140000 BTU Pittsburg 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance 200 lbs pressure 50 degrees to 250 degrees Moeller	29'6"x80'	2
1509	Barracks	4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation water w/motor Taco 1 thermometer 1 gauge, water	Kramer-Church 6' 18"x20" Amer.Std. 23"x24" Frazer Haws 140000 BTU Pittsburg 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance 250 degrees Moeller 200 lbs. pressure	29'6"x80'	2

1510	Barracks	4 showers, adj.		29'6"x80'	2
		1 thermostat			
		5 toilets, flush	Kramer-Church		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1511	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj.			
		5 toilets	Kramer-Church		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 gauge, water	200 lbs. pressure		
		1 thermometer	50 degrees to 250 degrees Moeller		
		1 pump, circulation, water w/motor	Taco		
1512	Barracks	1 thermostat		39'6"x80'	2
		4 showers, adj.			
		5 toilets	Kramer-Church		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water w/motor	Taco		
		1 thermometer	250 degrees		
		1 gauge, water	200 lbs. pressure		
1513	Barracks	4 showers, adj.		29'6"x80'	2
		1 thermostat			
		5 toilets	Kramer-Church		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1514	Barracks	1 thermostat		29'6"x80'	2
		5 toilets	Kramer-Church		
		1 urinal enamel	6'		
		6 basins, wash, enamel	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation, water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
1515	Barracks	1 locker, wall 18"x36"x60"		29'6"x80'	2
		1 thermostat			
		4 showers, adj.			
		5 toilets	Kramer-Church		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water w/motor	Taco		
		1 gauge, water, 200 lbs. pressure			
		1 thermometer	250 degrees Moeller		
1516	Barracks	1 thermostat		29'6"x80'	2
		4 showers, adj.			
		5 toilets	Kramer-Church		
		1 urinal	6'		
		6 basins, wash	18"x20" Amer.Std.		
		1 tub, set, ldry.	23"x24" Frazer		
		1 fountain, drinking	Haws		
		1 heater, water	140000 BTU Pittsburg		
		1 tank, hot water	220 gal. Buehler		
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.		
		1 regulator, gas	Reliance		
		1 pump, circulation water w/motor	Taco		
		1 thermometer	250 degrees Moeller		
		1 gauge, water	200 lbs. pressure		
		1 locker, wall	18"x36"x60"		

1517	Barracks	1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation water w/motor 1 gauge, water 1 thermometer 1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation water w/motor 1 gauge, water 1 thermometer	Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 140000 BTU Pittsburg 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance Taco 200 lbs. pressure 250 degrees Moeller	29'6"x80'	2
1518	Barracks	1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation water w/motor 1 gauge, water 1 thermometer	Kramer-Church 6' 18"x20" Amer.Std. 23"x24" Frazer Haws 140000 BTU Pittsburg 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance Taco 250 degrees Moeller 200 lbs. pressure	29'6"x80'	2
1519	Mess Hall	1 locker, wall 1 table, kitchen 2 heaters, gas, susp 2 ranges, gas OT 1 range, gas CT 1 refrigerator, elec. 1 table, utensil with hooks 26 tables, mess 1 heater, water 2 sinks, scullery galv. 2 sec. 1 tank, hot water 1 trap, grease 1 frialator, 68# 1 regulators, gas (1) Reynolds (2) Reliance 1 pump, circulation water 1 gauge, water 1 thermostat	60000 BTU Reznor American Stove Co. American Stove Co. 65 cu.ft. Seegar Wing 10'x35' 190000 BTU Burkay Emil Brown Sons 141 gal. Buehler 25 G.P.M. Pitman Sons Triplex Aqualator 200 lbs. pressure	25'x114'	1
1520	Mess Hall	26 tables, mess 1 trap, grease 1 pump, circulation water, Triplex Aqualator 2 heaters, gas, susp. 2 ranges, gas OT 1 range, gas CT 1 refrigerator, elec. 1 table, kitchen 2 sinks, scullery galv. 2 sec. 1 heater, water 1 tank, hot water 1 frialator, 68# 3 regulators, gas (1) Reynolds (2) Reliance 1 gauge, water 1 thermometer 1 thermostat	25 G.P.M. Basement 10'x35' 60000 Reznor Wing 10'x35' American Stove Co. American Stove Co. 65 cu.ft. Seegar Emil Brown Sons 190000 BTU Burkay 141 gal. Buehler Pitman Sons 200 lbs. pressure 250 degrees Moeller	25'x114'	1
1521	Btry.Hq. & Supply Room	2 toilets 2 basins, wash 1 regulator, gas 2 heaters, gas 2 heaters, gas 2 lockers, wall	18"x20" Amer.Std. Reliance 20000 BTU Utility 30000 BTU Utility 18"x36"x60"	25'4"x102'	1
1523	Recreation Hall	2 toilets 2 basins, wash 1 furnace, 2 units, gas 330000 2 regulators, gas 1 thermostat 3 disappearing lights, 12 lt. each	Basement BTU Heco Heating Equip.Co. Reliance	37'3"x99'4" 37'x99'	1
	Ceiled Wainscoted Partitions Benches cupboards	1 enamel sink 1 basin, wash 1 toilet 8 radiators, steam 2 heaters, overhead w/fan 1 furnace, steam, gas 1 pump, turbine type 1 regulator, gas			
1527	Chapel	34 pews 2 prayer desks 1 lectern 1 cupboard tool 1 bulletin board, glass front	Shed. 14'6"x19'	37'x95'7"	1
		Nothing			
1533	Sewer sump #2	1 motor, electric	25 HP Sterling	30' diameter	
1535	Sewer pump house	1 motor, electric 1 motor, electric 1 motor, electric 1 motor, gas 1 pump sewer cent. 3 pumps, sewer, cent. 1 charger battery 1 gauge, water	30 HP Sterling 40 HP Sterling 125 HP Climax Fairbanks Morse Gardner & Denver 100 lbs. pressure	22'x26'	

BLOCK #16

1600	Electric Transformer Enc. & Motor	Nothing		
1604	Dept.F, Range Officer	1 heater, stove(wood) #36 Emil Brown	16'9"x36'	1
1622	Material shed	1 urinal	16'6"x110'	1
	& Range Officer	1 toilet		
		1 heater, stove, wood	Jas. Graham Co.	
		1 basin, wash		
1624	Non-Com.Officers	1 heater, hot water, gas	30 gal.President	1
	Club House	2 basins, wash	31'x41'2"	
	Wainscoted &	1 urinal		
	ceiled	2 toilets		
		1 regulator, gas	Reliance	

BLOCK #17

1700	Debarcation tower	10'x50'32'6"		
1701	Frame shed	14'x17'6"		
1702	Frame shed	12'6"x15'		

BLOCK #18

1800	Btry.Hq & Supply Room	1 toilet	25'4"x51'2"	1
		1 basin, wash		
		1 regulator, gas		
		1 heater, gas	20000 BTU Utility	
		1 heater, gas	30000 BTU Utility	
1802	Mess Hall	1 range, gas CT	25'x114'	1
		1 frialator, 68#	Pitman Sons Wing 10'x35'	
		1 thermometer	240 degrees Frese	
		2 heaters, gas, susp.	Reznor	
		2 ranges, gas OT	American Stove Co.	
		1 refrigerator, elec. #7 81 cu.ft.	Seegar unit detached in kitchen	
		1 table, kitchen		
		26 tables, mess		
		2 sinks, scullery, galv. 2 sec.	Emil Brown Co.	
		1 heater, water, gas	190000 BTU Burkay	
		1 tank, hot water	141 gal. Buehler	
		1 trap, grease	25 G.P.M.	
		1 pump, circulation water	Triplex Aqualator	
		3 regulator, gas		
		1 gauge, water	200 lbs. pressure	
1804	Barracks	1 thermostat		
		1 thermostat	29'6"x80'	2
		4 showers, adj.		
		5 toilets		
		1 urinal	6'	
		6 basins, wash	18"x20"	
		1 tub, set, ldry.	23"x24" Frazer	
		1 fountain, drinking	Haws	
		1 heater, water	190000 BTU Burkay	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas Heco	270000 BTU Heating Equip.Co.	
		1 regulator, gas		
		1 pump, circulation, water,	Triplex Aqualator	
		1 thermometer	250 degrees Moeller	
1806	Barracks	1 gauge, water	200 lbs. pressure	
		1 thermostat	29'6"x80'	2
		4 showers, adj.		
		5 toilets		
		1 urinal	6'	
		6 wash basins	18"x20"	
		1 tub, set. ldry.	23"x24"	
		1 fountain, drinking	Haws	
		1 heater, water	190000 BTU Burkay	
		1 tank, hot water	220 gal. Buehler	
		1 furnace, 2 units, gas, Heco	270000 BTU Heating Equip.Co.	
		1 regulator, gas	Reliance	
		1 pump, circulation	Aqualator	
		1 thermometer	250 degrees Moeller	
		1 gauge, water	200 lbs. pressure	
1808	Barracks	1 thermostat	29'6"x80'	2
		4 showers, adj.		
		5 toilets		
		1 urinal	Kramer-Church	
		6 basins, wash	6'	
		1 tub, set, ldry.	18"x20"	
		1 fountain, drinking	23"x24" Frazer	
		1 heater, water	Haws	
		1 tank, hot water	190000 BTU Burkay	
		1 furnace, 2 units, gas, Heco	220 gal. Buehler	
		1 regulator, gas	270000 BTU Heating Equip.Co.	
		1 pump, circulation, water	Aqualator	
		1 thermometer	250 degrees Moeller	
		1 gauge, water	200 lbs. pressure	
1810	Barracks	1 thermostat	29'6"x80'	2
		4 showers, adj.		
		5 toilets		
		1 urinal	Kramer-Church	
		6 basins, wash	6'	
		1 tub, set, ldry.	18"x20"	
		1 fountain, drinking	23"x24" Frazer	
		1 heater, water	Haws	
		1 tank, hot water	190000 BTU Burkay	
		1 furnace, 2 units, gas, Heco	220 gal. Buehler	
		1 regulator, gas	270000 BTU Heating Equip.Co.	
		1 pump, circulation water	Aqualator	
		1 thermometer	250 degrees Moeller	
		1 gauge, water	200 lbs. pressure	

1812 Barracks	1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation water 1 thermometer 1 gauge, water	29'6"x80'	2
1814 Barracks	1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation, water 1 thermometer 1 gauge, water	Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 190000 BTU Burkay 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance Aqualator 250 degrees Moeller 200 lbs. pressure 29'6"x80'	2
1816 Barracks	1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, 1 regulator, gas 1 pump, circulation 1 gauge, water 1 thermometer	Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 190000 BTU Burkay 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance Aqualator 200 lbs. pressure 250 degrees Moeller 29'6"x80'	2
1818 Barracks	1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, Heco 1 regulator, gas 1 pump, circulation, water 1 thermometer 1 gauge, water	Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 190000 BTU Burkay 220 gal. Buehler 270000 BTU Heating Equip.Co. Reliance Aqualator 200 lbs. pressure 250 degrees Moeller 29'6"x80'	2
1820 Mess Hall	1 range, gas, CT 1 gauge, water 2 heaters, gas, susp. 8000 BTU 2 ranges, gas, OT 1 frialator, #68 1 refrigerator, elec. #7 2 tables, kitchen 25 tables, mess 2 sinks, scullery, galv. 2 sec. 1 heater, water, gas 1 tank, hot water 1 trap, grease 1 regulator, gas 2 regulators, gas 1 thermometer 1 thermostat	25'x114' 200 lbs. pressure Wing 10'x35' 25'x114' 200 lbs. pressure American Stove Co. Pitman Son Seegar Emil Brown Co. 190000 BTU Burkay 141 gal. Buehler 25 G.P.M. Reliance Reliance 250 degrees Moeller	1
1821 Btry.Hq. & Supply Room	1 toilet 1 basin, wash 1 regulator, gas 1 heater, gas 1 heater, gas	25'4"x51'2" 18"x20" Reliance 20000 BTU Utility 30000 BTU Utility	1
1823 Recreation Hall	2 basins, wash 1 furnace, gas, 2 units, 330000 BTU 1 fountain, drinking 2 toilets 1 regulator, gas 3 footlights, disappearing units,	18"x20" 37'3"x99'4" Basement 27'x37' Reliance Major Equip.Co.	1
BLOCK #19			
1900 Btry.Hq. & Supply Room Bins, lockers Partitions	2 toilets 2 basins, wash 2 heaters, gas 1 regulator, gas 2 heaters, gas	25'4"x102' 20000 BTU Utility 30000 BTU Utility	1
1901 Mess Hall	1 table, utensil 1 thermometer, 240° W.S. Gauge Co. 2 heaters, gas, susp. 2 ranges, gas, OT 1 range, gas, CT 1 frialator, 68# 1 table, kitchen 26 tables, mess 2 sinks, scullery, galv. 2 sec	25'x114' Wing 10'x55' 60000 BTU Reznor American Stove Co. Pitman Sons Emil Brown Co.	1

1915 Barracks Ceiled	1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 4 showers, adj. 1 thermostat 5 toilets 1 urinal 6 basins, wash 1 tub, enamel ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 heater, 2 units, gas, 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 1 thermostat 4 showers, adj. 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 4 showers, adj. 5 toilets 1 thermostat 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 4 showers, adj. 5 toilets 1 thermostat 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, 2 units, gas, 1 regulator, gas 1 pump, circulation 1 thermometer 1 gauge, water 2 thermostats 1 pump, circulation, water 1 thermometer 1 gauge, water 2 heaters, gas 2 ranges, gas, OT 1 range, gas, CT 1 frialator, 68# 1 refrigerator, elec. #7, 1 table, utensil 1 table, kitchen 26 tables, mess 2 sinks, scullery galv. 1 heater, water 1 tank, hot water 1 trap, grease 1 regulator, gas 2 regulator, gas 2 thermostats 1 pump, circulation, water 1 thermometer 1 gauge, water 2 heaters, gas, susp. 2 ranges, gas, OT 1 range, gas CT 1 frialator, 68# 1 refrigerator, elec. #7, 1 table, utensil 1 table, kitchen 26 tables, mess 2 sinks, scullery, galv. 1 heater, water 1 tank, hot water 1 trap, grease 1 regulator, gas 2 regulators, gas 2 toilets 2 basins, wash 2 heaters, gas 1 regulator, gas 2 heaters, gas	Kramer-Church 6' 18"x20" 23"x24" Frazer Haws 190000 BTU Burkay 220 gal. Buehler Heco 270000 BTU Heating Equip.Co. Reliance Aqualator 240 degrees Frese 200 lbs. pressure 190000 BTU Burkay 220 gal. Buehler Heco 270000 BTU Heating Equip.Co. Reliance Aqualator 240 degrees Frese 200 lbs. pressure 190000 BTU Burkay 220 gal. Buehler Heco 270000 BTU Heating Equip.Co. Reliance Aqualator 250 degrees Moeller 200 lbs. pressure 190000 BTU Burkay 220 gal. Buehler Heco 270000 BTU Heating Equip.Co. Reliance Aqualator 240 degrees Frese 200 lbs. pressure Aqualator 240 degrees Frese 200 lbs. pressure 60000 BTU Reznor American Stove Co. Pitman Sons 81 cu.ft. Seegar 2 sec. Emil Brown Co. 190000 BTU Burkay 140 gal. Buehler 25 G.P.M. 60000 BTU Reznor American Stove Co. Pitman Sons 81 cu.ft. Seegar 2 sec. Emil Brown Co. 190000 BTU Burkay 140 gal. Buehler 25 G.P.M. Reynolds Reliance 20000 BTU Utility Reliance 30000 BTU Utility	29'6"x80' 29'6"x80' 29'6"x80' 29'6"x80' 25'x114' 25'x114' 25'4"x102'	2 2 2 2 1 1 1
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1923 Recreation Bldg. ceiled, wainscoted	1 basins, wash 1 thermostat 2 toilets 1 furnace, 2 units, gas, Heco 330000 BTU Heating Equip.Co. 1 regulator, gas Reliance 3 footlights, disappearing units, Major Equip.Co. 1 heater, oil Ivanhoe	18"x20"	37'4"x99'4"	1
1953 57th Bn. Ordnance	13'x120' Wing 20'x19'6"			1
BLOCK #20 2000 P X 20	2 toilets 2 basins, wash 1 sink, scullery, galv. 2 sec. Emil Brown Co. 2 sinks, enamel 30"x20" 2 urinals 1 heater, water, gas 55 gal. President 1 furnace, gas, 2 units, 330000 BTU Heating Equip.Co. 1 trap, grease 25 G.P.M. 1 regulator, gas Reliance	18"x20"	37'x99'	1
2001 Dispensary "C" partitioned into 10 rooms	2 toilets 4 basins, wash 1 urinal 1 urinal 4 sinks, enamel 1 heater, water 30 gal. Crown 1 furnace, gas, Heco 135000 BTU Heating Equip.Co. 1 tub, enamel 1 regulator, gas Reliance 1 sink, enamel 30"x20" 1 fountain, drinking Haws 1 shower, stall Wing 25'x60'4" 1 urinal Indv.	18"x20"	25'x90'	1
2002 Fire Station #2	2 toilets 2 basins, wash 1 heater, water 30 gal. Crown 1 furnace, gas, Heco 165000 BTU Heating Equip.Co. 1 regulator, gas Reliance	18"x20"	37'x44'2" plus 25'x60'2" 1 Wing 25'x60'4"	1
2003 M.P.Dispatcher	Nothing		Wing 12'x24' Wing 10'x12'	1
2004 Barracks	1 thermostat 4 showers 5 toilets 1 urinal 6 basins, wash 1 tub, set, ldry. 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, gas, Heco 270000 BTU Heating Equip.Co. 1 regulator, gas Reliance 1 pump, circulation Aqualator 1 thermometer 240 degrees Frese 1 gauge, water 200 lbs. pressure 1 locker, wall 18"x36"x60"	18"x20"	29'6"x80'	2
2005 M.P.Guard House	1 thermostat 2 toilets 2 basins, wash 2 showers, adj. 1 sink, slop 1 heater, water 1 furnace, gas, Heco 135000 Heating Equip.Co. 1 fountain, drinking 1 regulator, gas Reliance 1 sink, enamel 30"x20"	18"x20"	25'x66'	1
2007 57th Hq. ceiled, wainscoted	1 thermostat 3 toilets 3 basins, wash 1 urinal 1 fountain, drinking 1 heater, water 1 furnace, gas, Heco 135000 BTU Heating Equip.Co. 1 regulator, gas Reliance	18"x20"	25'x64'	1
2008 Officers Qtrs. partitioned into 42 rooms	3 showers, stall 4 toilets 3 urinals 6 basins, wash 1 fountain, drinking 1 heater, water 1 tank, hot water 1 furnace, gas, Heco 3 units, 495000 BTU Heating Equip.Co. 1 regulator, gas Reliance 1 pump, circulation Aqualator 1 thermometer 250 degrees Moeller 1 gauge, water 200 lbs. pressure 1 sink, slop, enamel 20"x24" 5 lockers, wall 18"x36"x60"		29'6"x130'	2
2010 M.P. Hdqs. partitioned into 10 rooms	3 toilets 3 basins, wash 1 urinal 1 fountain, drinking 1 heater, water 1 furnace, gas, Heco 200000 BTU Heating Equip.Co. 1 regulator, gas Reliance 1 shower	18"x20"	25'x90'	1
2012 Officers Qtrs.	4 toilets 6 basins, wash 3 urinals	18"x20"	29'x130'	2

	1 fountain, drinking			
	1 heater, water	190000 BTU Burkay		
	1 tank, hot water	220 gal. Buehler		
	1 furnace, gas, 3 units,	Heco 495000 BTU Heating Equip.Co.		
	3 showers, stall			
	1 regulator, gas	Reliance		
	1 pump, circulation	Aqualator		
	1 thermometer	240 degrees Frese		
	1 gauge, water	200 lbs. pressure		
	1 sink, slop	20"x24"		
2013 58th Hq.	1 thermostat		25'x64'	1
	3 toilets			
ceiled, wainscoted	3 basins, wash	18"x20"		
partitioned	1 urinal	Indv.		
	1 heater, water	30 gal President		
	1 furnace, gas, Heco	135000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
2015 Mess Hall	2 thermostats		25'4"x93'	1
	1 range, gas, CT	Wing	10'x30'	
ceiled, wainscoted	1 pump, circulation	Aqualator		
	2 regulators, gas	Reliance		
	1 thermometer	250 degrees Moeller		
	1 gauge, water	200 lbs. pressure		
	2 heaters, gas, susp	60000 BTU Reznor		
	2 ranges, gas, OT	American Stove Co.		
	1 frialator, 68#	Pitman Son		
	1 refrigerator, elec. #7,	81 cu.ft. Seegar		
	18 tables, mess			
	3 tables, itchen			
	2 sinks, scullery, galv.	2 sec. Emil Brown Co.		
	1 heater, water	195000 BTU Burkay		
	1 tank, hot water	141 gal. Buehler		
	1 regulator, gas	Reynolds		
	1 trap, grease	25 G.P.M.		
	1 dishwasher, spray type	hobart (Crescent type)		
2016 Barracks	1 ventilator, rotary	24"		
2018 Day Room	2 heaters, oil	25000 BTU Duo-Therm	20'x100'	1
	1 heater, oil space	Duo-Therm	20'x100'	1
	10 toilets			
	3 tubs, wash, wooden			
	6 showers			
	1 urinal	6'		
	1 heater, water, oil	Penn Unit		
	1 tub, composition			
	1 tank, hot water	140 gal.		
	1 pump, circulation, elec.	Bell & Gossett		
	1 thermometer	260 degrees		
2019 Class Room ESS, Truck	1 thermostat		25'x108'	1
Drivers	3 toilets			
ceiled, wainscoted	3 basins, wash	18"x20"		
partitioned	1 urinal	Indv.		
	1 fountain, drinking			
	1 heater, water	30 gal. President		
	1 furnace, gas, Heco	200000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
2020 Barracks	2 heaters, oil, space	25000 BTU Duo-Therm	20'x100'	1
BLOCK #21				
2100 Flag Pole	1 pole, flag			
2124 Officers Club House	1 thermostat		37'x100'	2
	1 regulator, gas	Basement	40'x120'	
	1 storage tank, 300 gal. cap.	30x96		
	1 sink, slop, enamel	20"x24"		
	1 pump, circulation w/motor	Taco		
	1 tank, hot water	140 gal.		
	1 heater, water	190000 BTU Burkay		
	1 sink, scullery, galv.	Emil Brown Co.		
	3 toilets			
	4 basins, wash	18"x20"		
	2 urinals	Indv.		
	1 fountain, drinking			
	1 furnace, gas, Toridair	300000 BTU Frazer Johnson		
	1 trap, grease	25 G.P.M.		
	1 heater, gas, susp. w/fan	60000 BTU Reznor		
	1 regulator, gas	Reliance		
	2 ranges, gas, 4 burners,	Garland OT		
	1 refrigerator, 80'	Seegar		
	1 thermometer on tank			
2126 Officers Qtrs.	1 basin, wash		18'8"x25'4"	1
	1 toilet			
ceiled, wainscoted	1 heater, water	30 gal. President		
	1 regulator, gas	Reliance		
	1 shower w/cabinet			
	1 heater, gas, floor double			
2126 Officers Qtrs.	1 basin, wash		18'8"x25'4"	1
	1 toilet			
ceiled, wainscoted	1 heater, water	30 gal. President		
	1 regulator, gas	Reliance		
	1 rub, bath, enamel			
	1 heater, gas, floor			
	1 heater, wall, elec. space,	Wesick		
2130 Officers Qtrs.	1 basin, wash		18'8"x25'4"	1
	1 toilet			
ceiled, wainscoted	1 heater, water	30 gal. President		
	1 regulator, gas	Reliance		
	1 sink	42"x20"		
	1 shower w/fittings and cabinet			

2132 CO Quarters	1 heater, wall, elec.	Wesick		
	1 heater, floor, gas, double			
	2 basins, wash		25'4"x36'2"	1
	2 toilets		9'6"x16'	
	1 sink, enamel	42"x20"	Wing	
	1 regulator, gas	Reliance		
	1 shower, adj. head w/cabinet			
	1 heater, water, gas, w/tank 30 gal.	Day & Night		
	1 heater, gas, wall, single			
	1 heater, electric, wall			
2134 Mens Latrine	1 toilet		7'9'	1
	1 basins, wash	18"x20"		
	1 urinal, galv.	Indv.		
2136 Main Gate	1 fountain, drinking	Haws	12'x16'	1
	1 heater, oil	Mod. #444 Coleman		
2138 Women's Latrine	1 toilet, less flushing tank		7'x9'	1
	1 basin, wash	18"x20"		
BLOCK #22				
2200 Signal Corps-Tel & Tel. Office	1 fountain, drinking	Haws	25'4"x78'	1
	2 toilets			
	2 basins, wash	18"x20"		
	1 furnace, gas, Heco	200000 BTU Heating Equip.Co.		
	1 heater, water	30 gal. President		
	1 regulator, gas	Reliance		
2201 Post Headquarters	1 thermostat			
	6 toilets		120'9"x30'	2
	4 urinals	Inds. Wings	30'x58'	
	6 basins, wash	18"x20"	8'x19'	
	3 thermostats			
	2 fountains, drinking	Haws		
	1 furnaces, gas, 2 units	270000 BTU Heating Equip.Co.		
	1 heater, water	30 gal. President		
	2 regulator, gas	Reliance		
	1 heater, water	75 gal. Mission		
2203 Barracks	1 thermostat		29'6"x80'	2
	4 showers, adj.			
	5 toilets	Kramer-Church		
	1 urinal	6'		
	6 basins, wash			
	1 tub, set, ldry	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 tank, hot water	220 gal. Buehler		
	1 furnace, gas, 2 units	270000 BTU Heating Equip.Co.		
	1 heater, water #3944	190000 BTU Burkay		
2204 Warehouse	1 regulator, gas	Reliance		
	1 pump, circulation	Aqualator		
	1 thermometer	250 degrees Moeller		
	1 gauge, water	200 lbs. pressure		
	10 lockers, wall	18"x36"x60"		
	Nothing		15'x32'3"	1
2205 Barracks	1 thermostat		29'6"x80'	1
	4 showers, adj.			
	5 toilets			
	1 urinal	6'		
	6 basins, wash	18"x20"		
	1 tub, set, ldry.	Frazer		
	1 fountain, drinking	Haws		
	1 tank, hot water	220 gal. Buehler		
	1 furnace, 2 units, gas	270000 BTU Heating Equip.Co.		
	1 heater, water, 945 E	190000 BTU Burkay		
2206 Btry. Office & Supply	1 regulator, gas	Reliance		
	1 pump, circulation	Aqualator		
	1 thermometer	250 degrees Frese		
	1 gauge, water	200 lbs. pressure		
	9 lockers, wall	18"x36"x60"		
	1 toilet		51'x25'	1
	1 basin, wash	18"x20"		
	1 regulator, gas	Reliance		
	1 heater, gas	30000 BTU Utility		
	1 heater, gas	20000 BTU Utility		
2207 Day Room	1 thermostat		25'x45'	1
	1 furnace, gas, Heco	105000 BTU Heating Equip.Co.		
	1 regulator, gas	Reliance		
	1 lavatory, porcelain	20"		
	1 toilet			
	1 fountain, drinking			
	1 thermostat		29'6"x80'	2
	4 showers, adj.			
	5 toilets			
	1 urinal	6'		
2208 Barracks	6 basins, wash	18"x20"		
	1 tub, set, ldry.	23"x24"		
	1 fountain, drinking	Haws		
	1 tank, hot water	220 gal. Buehler		
	1 furnace, 2 units, gas	Heco 270000 BTU Heating Equip.Co.		
	1 heater, water	190000 BTU Burkay		
	1 regulator, gas	Reliance		
	1 pump, circulation	Aqualator		
	1 thermometer	250 degrees Moeller		
	1 gauge, water	200 lbs. pressure		
2212 Barracks	2 lockers, wall	18"x36"x60"		
	1 thermostat	29'x6	29'6"x80'	2
	4 showers, adj. head			
	5 toilets			
	1 urinal	Kraner-Church		
	6 basins, wash	6'		
		18"x20"		

2214 North Theatre	1 tub, set	23"x24" Frazer		
	1 fountain, drinking	Haws		
	1 tank, hot water	220 gal. Buehler		
	1 furnace, 2 units, gas	270000 BTU Heating Equip.Co.		
	1 heater, water #3-122	190000 BTU Burkay		
	1 regulator, gas	Reliance		
	1 pump, water, circulation	Aqualator		
	2 toilets		37'x99'	1
	2 basins, wash	18"x20"		
	1 urinal	Indv.		
	1 fountain, drinking	Haws		
	1 furnace, gas, 315000 BTU	Zonaire Payne Furnace Co.		
	1 regulator, gas	Reliance		
	1 screen Datone "Z" sound	11'x14'8"		
2216 North Chapel ceiled, wainscoted	1 frame, screen			
	1 thermostat		37'x95'7"	1
	1 basin, wash	Shed	14'6"x19'	
	1 toilet			
	8 radiators, steam			
	2 heaters, overhead w/fan	Trane		
	1 furnace, steam, gas, 378000 BTU	Moeller		
	1 pump, turbine type 1/4 HP	Motor Westco		
	1 regulator, gas	Reliance		
	34 pews			
2 Lectern	2 prayer desks			
	1 pulpit			
	1 cupboard tool			
	2 thermostats		25'4"x93'	1
	1 griddle	48"x24"		
	1 mess table w/benches in lattice room			
	1 pump, water, circulation	Aqualator		
	1 thermometer	250 degrees Moeller		
	1 gauge, water	200 lbs. pressure		
	1 heater, water	190000 BTU Burkay		
2222 Mess Hall	1 tank, hot water	141 gal. Buehler		
	2 ranges, gas, OT	American Stove Co.		
	1 range, gas, CT	American Stove Co.		
	1 refrigerator, elec. #7	ul cu.ft. Seegar		
	1 table, utensil with hooks			
	1 table, kitchen, utensil w/o hooks			
	18 table, mess, 3 with benches, 15 w/out			
	1 trap, grease	25 G.P.M.		
	2 sinks, scullery, galv.	2 sec. Emil Brown Co.		
	1 regulator, gas	Reynolds		
2224 Mil.Personnel	2 heaters, gas	60000 BTU Reznor		
	2 regulators, gas	Reliance		
	1 cabinet, dish, drying unit			
	2 thermostats		25'4"x93'	1
	1 heater, water #3-841	190000 BTU Burkay		
	1 tank, hot water	141 gal. Buehler		
	2 heaters, gas, susp.	60000 BTU Reznor		
	1 heater, gas #12R	4000 BTU O'Keefe & Merritt		
	1 basin, wash	18"x20"		
	2 toilets			
2228 Mil.Personnel Classification	1 urinal	Indv.		
	1 fountain, drinking	Haws		
	1 gauge, water	200 lbs. pressure		
	1 thermometer	250 degrees Moeller		
	1 pump, water	Aqualator		
	1 regulator, gas	Reliance		
	3 toilets		108'x25'4"	1
	1 urinal	Indv.		
	3 basins, wash	18"x20"		
	1 fountain, drinking	Haws		
2230 Mil.Personnel Registration	1 furnace 150000 BTU	Toridair Frazer Johnson		
	1 heater, water size 20	President		
	1 regulator, gas	Reliance		
	1 thermostat			
	1 thermostat		25'4"x108'	1
	1 furnace, gas	150000 BTU Toridair Frazer Johnson		
	2 toilets			
	1 urinal	Indv.		
	1 fountain, drinking			
	1 regulator, gas	Reliance		
2232 Photo Lab.	3 laboratory	18"x20" Crane		
	1 heater, hot water, gas 20 gal.	Crown		
	1 toilet		25'x42'6"	1
	1 heater, water, elec.	55 gal. B&F		
	1 sink, enamel			
	1 basin, wash	18"x20"		
	1 heater, oil	Ivanhoe		
	1 ventilator, rotary	16"		
	1 tank, wooden, oil fuel 735 gal.		29'6"x72'	2
	1 furnace, oil #3-61			
2236 Telephone Dormitory ceiled, wainscoted partitions	1 fountain, drinking	Haws		
	1 sink			
	1 tub, ldry. 2 sec.	20"x42" C.M.G.		
	4 toilets			
	5 basins, wash	18"x20"		
	3 showers, stall			
	1 tub, set, bath, enamel			
	1 heater, water, gas	50 gal. Day & Night 40000 BTU		
	1 sink, slop	16"x20"		
	11 lockers, wall	18"x36"x60"		
2244 Finance Office	5 toilets		25'x108'	1
	1 thermostat	Addition	16'x108'	

ceiled, wainscoted shelving, partitioned	4 basins, wash 1 urinal 1 fountain, drinking 1 tub, set, enamel 1 furnace, gas 1 heater, water 1 regulator, gas	18"x20" Indv. Haws 150000 BTU Toridaire 20 gal. Crown Reliance		
2246 S-2 Store Room	nothing		15'x24'	1
2248 Meteorology class	7 lockers, wall (Note: this bldg. moved to 600 Blk. by Chapel)	18"x36"x60"	18'x18'	1
BLOCK #23	HOSPITAL SET			
BLOCK #24				
2401 Inlet Structure	1 meter, daily fluid	Bailey	3'x15'	1
2402 Primary Sedimentation tank	1 sludge collector 1 speed reducer, worm gear			
2403 Trickling filter	1 trickling filter, distributor (Dohr)		55' diameter	1
2404 Control Bldg.	1 rheostat 1 toilet 1 basin, wash 2 pumps, centrifugal 4" #5422 1 motor induction 5 HP 60 cycle #382492 1 motor induction 5 HP 60 cycle #382491 1 motor induction 3 HP 60 cycle #49261 Sterling 1 switch float type B Square D 1 board panel 1 board panel 2 meters, pressure 0-30 lb. Federal 2 meters, pressure comp. Vacuum 0-30 lb. Federal 1 sink 1 pump circulating 1/4 HP #24539 Westo 1 motor elec. 2 boilers, gas, fired 1 pyrometer 1 regulator, gas 2 chlorimotor #278 and #279 Emerson Mfg. Co. 1 incubator, cooling #33871, 120 volts Braun Corp. 1 distiller, water #18727, 110 volts Barnstead 1 muffler furnace 4 extra units 1 ventilator rotating 12"		55'9"x19' Basement 19'x20'	2
2405 Digester B	Nothing		28' inside dia. 29' High 30'6" Dia.	
2406 Digester A	Nothing		28' inside dia. 29' high 30'6" dia.	
2407 Final Sedimentation	1 pump, centrifugal, electric motor 15 HP #CP-2652 6x6 GE		35' dia.	
2408 Sludge, beds	nothing			
2409 Gas Holder	2 meters, water #3 #230939 Sprague		13' O.D.	
2410 Chlorine contact tank	Nothing		17' diameter	
2411 Chlorine storage	Nothing			
BLOCK #25	NO BUILDINGS			
BLOCK #26	NO BUILDINGS			
BLOCK #27	NO BUILDINGS			
BLOCK #28				
2810 Explosives	NOTHING		5'x6'	1
2812 Pole Climbing area	NOTHING	30 poles, 5 rows of 6 each		
2813 Physical hardening area "A"	NOTHING			
2815 Warehouse, gas training	1 stove, wood, cast iron #322 Dudley 1 fountain, drinking		25'4"x51'2"	1
2816 Office, gas training	1 stove, wood 1 stove, wood, cast iron		12'x40'	1
2817 Gas Chamber(training)	NOTHING		25'4"x51'2"	1
2818 Recreation Officers Wood Yard & Shop	NOTHING		25'4"x51'2"	1
2819 P.X. Warehouse	1 furnace, oil, Mod. XL2 Airflex 2 basins, wash 2 toilets 1 tank, fuel oil, wooden 5'x5', 735 gal.		60'x150'	1
partitioned into 5 rooms warehouse shelving				
2820 Radar Dept. EES	NOTHING		20'x30'	1
2825 Nursery Area	NOTHING		20'x40'	
2831 Magazine, Igloo	NOTHING		20'x40'	1
2832 Magazine, Igloo	NOTHING		20'x40'	1
2833 Magazine, Igloo	NOTHING		20'x40'	1
2834 Magazine, Igloo	NOTHING		10'x20'	1
2835 Magazine, Igloo	NOTHING		10'x20'	1
2843 Latrine	3 toilets 2 urinals, galv. 2 basins, wash		14'x16'	
2852 Latrine	3 toilets 2 basins, wash 1 fountain, drinking 2 urinals, galv.	18"x24"	8'x18'	
2854 Frame shed	NOTHING		10'x22'	
2855 Frame shed	NOTHING		6'x10'	1
2858 Stereoscopic testing Lab.	3 stoves, oil 3 bowls, water closet, regular standard 3 lavatories 6 lockers, wall		20'x100'	1
2859 Post Radio Control Bldg.	NOTHING		48'x16'	1
2860 Height Finder School	1 heater, oil fired	Radylator	16'x48'	1
2861 Record Station	NOTHING		16'x48'	1
2862 Bugler Training	1 heater, oil	Radylator	16'x48'	1
2863 Latrine	4 toilets 2 urinals 3 toilets 1 urinal		6'3"x14'	1
2869 Latrine			6'x9'	1
2880 Binocular Control	NOTHING		9'x12'	
2882 Fire Control Tower	NOTHING		8'x9'x12'	
2883 Frame Shed	NOTHING		4'x6'	

2884 Latrine	3 toilets	5'x6'		
	1 urinal			
2886 Fire Control Tower	NOTHING			
2891 Fire Control Tower	NOTHING			
BLOCK #29				
2901 Hand Grenade Range	NOTHING			
2913 Land Mines Area	NOTHING			
2917 Physical Hardening Area	"B" NOTHING			
2919 Mock Stable	NOTHING	16'x16'	1	
2920 Mock Kitchen	NOTHING	16'x16'	1	
2921 School	NOTHING	30'x45'	1	
2922 Mock Office	2 fountains, drinking	Haws	16'x16'	1
2923 Orderly Room	NOTHING	16'x16'	1	
2924 Supply Room	NOTHING	16'x17'	1	
2925 Oil & Paint Shed	NOTHING	16'x16'	1	
2928 Latrine	4 toilets	8'x18'	1	
2940 Latrine	3 toilets	8'x18'	1	
	2 urinals			
	1 basins, wash			
2945 Fire Control Tower	NOTHING			
2947 Range Tower	NOTHING	10'x20'	1	
2953 Target Storage	NOTHING	30'x30'	1	
2954 Rifle Range Tool Shop	6 fountains, drinking	12'x20'	1	
	1 heater, wood			
2958 Latrine	5 toilets	8'x18'	1	
	2 urinals			
	2 basins, wash			
2959 Target Butts	100 target butts			
	4 fountains, drinking	Haws (1 minus head)		
2967 Latrine	5 toilets	8'x18'	1	
	2 urinals			
	2 basins, wash	18"x24"		
BLOCK #30				
3002 Nurses Quarters	1 tank, hot water steam #236	Soto Welding Wks. 29'6"x120'	1	
	1 tub, bath w/comb. shower			
	1 shower, adj. w/curtain			
	4 basins, wash	14"x17"		
	5 toilets			
ceiled, partitioned	2 fountains, drinking			
wainscoted	27 radiators, steam			
	1 thermometer	260 degrees		
	1 tub, laundry	23"x24" Frazer		
	2 sinks, slop	16"x20"		
	1 regulator, steam			
	1 gauge	200 lbs. pressure		
	1 cup dispenser (TulipP			
3008 Sewer Sump	1 pump, centrifugal #4	LeRoy Ser. No. 257365 12'x22'	1	
	1 pump, centrifugal 10 HP	Fairbanks-Morris		
3010 Sewer Sump #3	NOTHING			
3030 DH Ward	7 toilets	25'6"x150'	1	
	11 basins, wash	15"x18"		
	3 showers, stall			
	1 urinal	Indv.		
	1 sink, scullery, galv. 2 sec.	Emil Brown		
	1 cabinet spray rinse 22x22x18	w/racks		
	1 tank, hot water w/generator	220 gal.		
	33 radiators, steam			
	1 sink, surgical, porcelain	22"x22"		
	2 tubs, bath, enamel			
	1 fountain, drinking	Haws		
	1 sink, enamel w/1 drainboard	42"x20"		
	1 thermometer	260 degrees		
	1 regulator, steam	Frese		
3050 Housing for Signal Intelligence	NOTHING			
NO EQUIPMENT IN THSES BUILDINGS				
BLDG. DESIGNATION	SIZE	SQ.FT.	CONDITION	
NO.				
126a Frame shed	5'x12'	60'	good	
125 frame paint shed	10'x22'	220'	fair	
125a Frame shed	7'x14'	98'	fair	
131 Corrugated iron warehouse	16'x50'	800'	fair	
132 Corrugated iron warehouse	12'x14'	168'	fair	
133 Corrugated iron warehouse	12'x14'	168'	fair	
134 Corrugated iron warehouse	12'x14'	168'	fair	
135 Frame shed	10'x14'	140'	good	
136 Frame shed	6'x8'	48'	good	
137 Plaster board shed	15'x20'	300'	fair	
138 Plaster board shed	15'x20'	300'	good	
139 Plaster board shed and ceiled inside	15'x21'	315'	good	
140 Sand bin, one open and	12'x20'x3'			
	Sand bin, made of 12x12, one end open	12'x20'x3'		
141 One platform	4'x15'			
142 Frame for oil tank 6 - 8x8 posts	6'x10'			
203a Platform	10'x10'		good	
309a Frame shed on skids	8'x8'	64'	good	
412a Frame shed	4'x5'	20'	good	
412b Frame shed, two open ends, canvass covered	18'x52'6"	945'	good	
414a Frame shed	6'x7'	42'	good	
503a Corrugated shed, one side open	15'x20'	300'	good	
503b Blacksmith shop, corrugated iron	12'x14'	168'	good	
517a Frame shed on skids	8'x10'	80'	fair	
517b Frame shed, concrete floor	10'x66'	660'	good	
522a Shed, plaster board (on skids)	15'x20'	300'	good	
522b Frame shed	7'x10'	70'	fair	
523a Frame shed	10'x22'	220'	poor	
529a Tool shed	3'x35'	105'	poor	

529 b	Corrugated shed attached			
532b	Frame shed	12'x12'	144'	fair
600a	Shed, plaster board	12'x18'6"	222'	fair
604a	Frame paint shed	4'x4'4"	17'4"	poor
700a	Brick storage vault	4'x6'	24'	good
700b	Brick storage vault	4'x6'	24'	good
800a	Tool box	3'x4'x3'	12'	poor
800b	Tool box	4'x6'x4'	24'	poor
821a	Frame shed, concrete floor, sliding door	15'x21'	315'	good
821b	Oil shed	4'x4'	16'	poor
821c	Oil shed	4'x4'	16'	poor
821d	Frame shed	8'x14'	112'	good
827a	Frame shed	10'x22'	220'	good
	One open frame with 6"x6"x6' posts roof and floor			
	6 posts 4"x8"x10'			
	2 posts 4"x6"x10' North of 823			
900a	Frame shed	12'x24'6"	294'	good
900b	Frame shed	12'x25'	300'	good
921a	Frame shed	16'x24'	384'	good
921b	Tool shed	4'x4'	16'	fair
921c	Tool shed, wrecked			
923a	98' of back stop, 12' high, 1 1/2" woven wire mesh on 11			
	3"x4"x14' posts			
	2"x4" plate rail on top and middle, 2"x6" on bottom			
	155' of 1 1/2" wire mesh, 3x4 posts			
923b	Tennis court			
	2 basketball frames 12' high with 200' 12' high woven wire fence on 3x4 posts			
923c	Tennis court			
	338' of woven wire mesh 12' high			
	Brick barbecue stand, three wings and chimney, drinking fountain			
	21'x52'x27' divided into 4 wire pens with 1 1/2" wire mesh fence and one wire 6' high,			
	4'x4' posts			
	Platform 16'x20' with 3"x10" stringers			
	1 6"x6"x14' timber			
	1 4"x4"x12' hard wood timber			
	120' of 1 1/4" wire mesh fence around hand ball court			
	10 open air bleacher seats			
1000a	Bus station	10'x10'	100'	good
1121a	260 benches with backs, 10' long. 65 benches, no backs, 14' long			
1226a	Frame, shed, one open side	10'x13'5"	134'	good
1121d	Frame shed	8'x10'	80'	good
1300a	Frame shed	14'x20'	280'	good
1300b	Box	4'x9'x5'	36'	fair
1321a	Frame shed	14'x20'	280'	good
1321b	Tool shed	4'x4'	16'	poor
1321c	Tool shed	4'x4'	16'	poor
1323a	Corrugated wire shed	15'x50'	750'	good
1323b	Open arena platform with 4'x8' tool shed	22'x22'	484'	good
1323c	Corrugated wire work shop	12'x14'	168'	good
	27 pieces 2"x10" platform 12' long			
	1 basketball post 12' high			
1400a	Frame shed	4'x8'x6'	32'	fair
1421a	Frame shed	14'x20'	280'	good
1421b	Frame shed	12'x23'6"	282'	good
1421c	Oil shed	2'x4'	8'	poor
1423a	Frame shed	10'x12'	120'	fair
1423b	Frame shed	12'x12'		fair
1423c	12 rows of bleacher seats, 2x12 tops, 12'x12' platform			
1535a	Frame building	6'6"x12'	78'	good
1605a	Frame shed on skids	8'x14'	112'	good
1607	Frame shed, west of West Blvd.	20'x30'	600'	good
1624a	Frame shed	12'4"x24'4"	200'	good
1624b	Frame shed, ceiled	8'x12'6"	100'	good
1624c	Board fence 112', 1"x12"x7' high 2x4 top rail			
	14 4"x4"x8' posts			
1703	Baseball back stop	60'x16' high		
1823a	Frame shed	6'x8'	48'	good
	2 basketball posts 6"x6"x12'			
	a pile of 8 cords of firewood			
	21' of 2' diameter concrete pipe 4" thick			
	12' of 18" diameter concrete pipe 2: reinforced			
1900a	Shed, beaverboard	14'x24'	336'	good
1900b	Tool box	2'x6'	12'	poor
1921a	Frame shed	12'x24'	288'	good
	One wood observation stand			
	One wood observation stand with iron legs			
	2 steps, 1" pipe			
1953a	Grease rack in two strips	2'10" wide x 81'		good
1955	Corrugated iron garage concrete floor	28'x60'	1680'	good
	Wing 14'x28'6"			
	Addition 28'x42'6"			
1956	Frame shed	4'x4'x8'	16'	poor
1957	Frame shed	4'x4'	16'	poor
1958	Frame shed	4'x4'	16'	poor
1959	Frame shed	4'x4'	16'	poor
1961	Open air theatre with 10'x16' dressing room with 24'0" diameter			
	revolving circular stage platform			
1962	Board fence 1120', 3 1/2' high with 4x4, 4x6, 4x8 posts			
1963	Dummy bayonet practice target			
	12 4"x4" posts 16' high			
2003a	Frame shed	12'x28'6"	324'	good
2003b	Brick paint shop	4'x6'	24'	good
2010a	Garage, open end	12'5"x18'10"	234'	poor
2020a	Lattice flower house	10'x12'	120'	poor
	Basketball backstop			
	2 basketball backstops			
		8"x8"x12'		
		6"x6"x12'		

9 clothes line poles			
5 frames of iron stands, 2' wide in 5' sections, 4' high, 1 1/4" black pipe			
Punching bag stand	4'x4'	15'	good
2 punching bag stands	6'x6'	36'	good
2101a Bridge 2"x12" planks	5'x16'		good
2124a Frame shed	8'x6'	48'	fair
2124b Plasterboard shed on skids	15'x20'	300'	fair
2204a Brick incinerator with small oil drum, drip oil piped inside, 8' brick chimney	3'x4'	12'	good
2205a Frame shed	4'x4'	16'	fair
2324a Skeet tower	6'x6'x16'	36'	
2324b Skeet tower	8'x8'x8'	64'	
2365a Frame shed on skids	8'x20'	160'	good
2381a Frame shed	10'x12'	120'	fair
2391a Frame tool shed	4'x8'x4'	32'	good
2700 Frame shed	16'3"x18'10"		good
1 bridge platform	10'x10'		good
1 bridge platform (West of 721, West side of West Blvd.)	10'x11'		good
2701 Frame shed	15'6"x16'	248'	good
2702 Corrugated iron warehouse	16'x50'	800'	good
2703 Frame shed	15'x40'	600'	good
2831a Box, one side open	3'x4'x3'6"	12'	poor
2831b Corrugated iron shed, frame floor	6'x8'	48'	good
2831c Corrugated iron shed	8'x10'	80'	good
2831d Frame shed	8'x12'	96'	good
70 tent platforms	5'x16'		fair
145 tent platforms stacked in 28 piles	16'x16'		fair
Pit latrine	4'x4'	16'	good
2852a Frame shed	10'x15'	150'	fair
2852b Frame shed	6'x8'	48'	poor
2852c Tower	5'x5'x12'	25'	good
2859a Frame shed	8'x9'	72'	good
2859b Frame shed	4'x4'	16'	good
2862a Frame shed	4'x8'x10'	32'	
2862b Box platform	6'x6'x1'	36'	
Platform 3'x10' with 3'x4' shed			
2862c Frame shed	8'x8'	64'	poor
2862d&e 2 tool boxes	4'x4'x4'	16'	
2852f Frame shed	4'x5'x6'	20'	poor
2862g Frame shed	4'x8'x7'	32'	poor
2862h Sentry shed	4'x4'	16'	good
2862i Shed with 1/2" plank floor	12'x28'	392'	good
2870 Frame shed	10'x14'	140'	good
2871 Frame shed with 16 bins	12'x20'	240'	good
2872 Corrugated iron shed	6'x14'	84'	good
2873 Frame shed	8'x14'	128'	good
2874 Corrugated iron shed	16'x16'	256'	good
2875 Corrugated iron shed	16'x16'	256'	good
2875 Frame nursery hot room with 20'x40' lattice wind break with benches	12'x20'	240'	
2876 Beaverboard shed	12'x24'	288'	good
2877 Frame shed, open on 3 sides	30'x30'	900'	good
2878 Frame shed, open 150' of lattice fence at 2181	7'x16'	112'	poor
2879 Frame shed	4'x4'x8'	16'	good
2813a Frame shed	10'x18'	180'	poor
2813b Frame shed	10'x16'	160'	
2881 Sentry shed	4'x4'	16'	good
2881a Frame shed	4'x12'	48'	poor
2881b Frame shed	4'x6'	24'	good
2881c Sentry box	4'x4'	16'	
2880a Pit latrine (over bank)	3'x3'	9'	good
2885 Frame shed	4'x8'	32'	fair
2886 Frame shed	6'x8'	48'	good
2886a 7 poles	20'		good
2887 Corrugated iron shed	3'x4'	12'	poor
2888 Frame shed	5'x10'	50'	poor
2889 Tool shed	4'x6'	24'	poor
2890 Obstacle obstruction course with 18 12" diameter piling 14' long			
2891 Frame shed	10'x24'	240'	good
2891a Sentry shed	4'x4'	16'	good
2892 Frame shed	2'x4'	8'	good
2893 Frame shed	12'x20'	240'	good
addition 4'x16'			
2894 Frame shed	13'x18'	234'	good
2895 Frame shed	11'x13'	143'	good
2901b Hand grenade crib	10'x12'	120'	
2924a Frame shed	4'x8'	32'	fair
22 4"x4' posts			
2 6"x6"x12' posts			
2924b Frame shed	6'x9'	54'	poor
2940a Frame shed	4'x10'	40'	poor
2947a Latrine, pit, on sheet range	4'x4'	16'	
2947b Board fence 1584' 4"x4"x3' posts with 2"x4" rail and plate			
One movable operations tower, metal frame			
One movable observation tower, metal frame, 8' high			
One portable observation tower on wheels 10' high			
2953a Frame shed	6'x12'	72'	fair
2953b Frame shed	5'x8'	50'	fair
2953c Corrugated iron shed, with iron frame	5'x5'x5'	25'	good
2953d Frame shed	5'x8'	40'	fair
3 post 4"x4"x12'			
1 post 6"x6"x12'			
2954a Frame shed	6'x6'	36'	fair
2954b Frame shed	4'x4'	36'	fair

2970	Frame shed, one open side	16'x66'	1056'	good
	4 imitation targets 4'x5' frame			
2971	Frame shed	4'x4'	16'	good
	4 drinking fountains			
2972	Open frame shed, plank floor	20'x32'	640'	good
2973	Corrugated iron shed, one end open	14'x20'	280'	good
2893a	Platform with box on one-half of platform, debarkation obstacle	8'x34'		
	8th STREET YARD			
1.	Frame shed	7'6"x10'	75'	good
2	Frame shed	8'x10'	80'	good
3	Frame shed	4'x4'	16'	good
4	Frame shed	4'x4'	16'	good
5	Frame shed	4'x4'	16'	good
6	Latrine	4'x5'x10'	20'	good
7	Sentry shed	4'x4'x8'	16'	good
8	Punching bag frame	5'x5'		good
9	Sentry box	4'x4'	16'	fair
10	Sentry box	4'x4'	16'	poor
11	Sentry box	4'x4'	16'	good
12	Sentry box	4'x4'	16'	poor
13	Latrine	4'x4'	16'	good
14	Latrine	4'x4'	16'	good
	Pile corrugated iron sheeting, miscellaneous lengths			
	Pile of gin blocks			
	15 sacks of saw dust			
15	Tool shed	2'x3'	6'	good
16	Tool shed	2'x3'	6'	good
17	Box	4'x4'		poor
18	Box	4'x4'		poor
19	Frame shed	6'x8'	48'	good
	Miscellaneous pile of boxes and junk			
20	Sentry shed	4'x4'	16'	poor
	Miscellaneous pile of crates and stands			poor
21	Corrugated iron shed	12'x14'	168'	good
	Miscellaneous pile of garbage cans, iron drums, and waste metal boxes			
22	Gin pole 3 poles and pulley 700' perimeter fence, 2 sides 4"x4"7' posts			
	5 strands barbed wire 300'x400'			
	OBSTACLE COURSE			
1	5 double ladders, 12' high, 8 rungs			
	5 poles 25'			
	7 poles 19'			
	2 6"x8"x total 26' long			
	2 8' lengths of concrete pipe 24" wide, diameter 2 1/2" thick reinforced			
2	Tool shed	5'x9'	45'	good
3	Platform depot with box on top	3'x12'	36'	
4	Tent platform	16'x16'	256'	
	Frame 4"x4"x12' 3 posts			
	One pile tree stumps 14' long for fire wood only			
5	Scaling tower	6'x20'	120'	
6	Scaling	6'x24'	144'	
7	Steel tower 6, 3" steel posts 26' high, 3 sections			
8	9 round poles, pergola			
	40 12" diameter short length posts, about 8'			
9	Barricade tower frame, 8"x20"x16' high - 6 piling perimeter fence and cover			
	fencing and signs			
1233a	Round wooden tank, water	16'x30'	diameter	
2808	Two story enclosed scaling tower	10'x20'x29'		
2893	Debarkation tower	10'x50'x32'6"		
2959	Target butts, 100			good
	TANKS			
409a	Metal corrugated iron tank and platform	6'x8' diameter		
409b	One metal steel welded tank	30"x5'		
522c	Wood oil circular tank	6'x6' diameter		
609a	Wood oil circular tank	6'x6' diameter		
2819a	Wood oil circular tank	4'x5' diameter		
1212a	Wood oil circular tank	6'x6' diameter		
1201a	Wood oil circular tank	5'x5' diameter		
2236a	Wood oil circular tank	5'x5' diameter		
2375a	Wood oil circular tank	6'x7' diameter		
2376a	Metal oil circular tank	8'x5 1/2 diameter		
	Camp signs	10' and 14' long		
	300 benches			
	20 sets of bleacher stands at ball park			
2200a	Frame building	6'x8'		
2200b	Frame building 2 sink, 20"x30"	15'x24'		
	Benches and partitions 4 tin drains			
2200c	Frame building	8'6"x12'		
	Cyclone fence	27,114 linear foot		
	Iron frame gates	34		
	Electrical distribution overhead lines	105,600 linear feet		
	Electrical distribution underground lines	1,825 linear feet		
	Transformers	92		
	Poles	519		
	Gas lines	57,894 linear feet		
	Bituminus, high type, roads	294,000 sq. yds.		
	Bituminus, low type, roads	91,520 sq. yds.		
	Graveled roads	40,670 sq. yds.		
	Open area and parking	664,668 sq. yds.		
	Sewer lines	85,962 linear feet		
	Water mains, with 142 fire hydrants	96,270 linear feet		
	Automatic sprinkler system with sprinkler heads every ten feet and automatic valves			
	and gate valves. 2806 brass sprinkler heads. 5647' piping, 9-3" gate valves,			
	4-3" check valves, 4 indicator post valves.			
	A.D.T. Fire alarm system			
	Automatic boxes	28		
	Manual boxes	34		
	Water flow valves	14		

2 ramps 6x10
 2 ramps 6x16
 1 pile miscellaneous lumber 30' long, average 3' high est. 1200 BM
 1 pile hand made furniture
 1 pile ladders
 4A 1 box 4'x4'x6'
 169 12" piling 10 ft.
 4 cords 4' piling
 1 lot G.I. cans (used)
 1 lot trash barrels (used)

POST MADE MISC. FURNITURE LOCATED IN BUILDING ON
 BLACK TOP, ADJACENT TO BUILDING NO. 523

ITEM	AMOUNT
Tables: Misc. sizes & shapes	243
Desks	48
Cabinet, filing	2
Cabinet, sorting	10
Cabinet, wardrobe	4
Racks, (magazine & books)	5
Benches, over 2 ft.	11
Stools: under 2 ft.	17
Sofa	1
Counter	1
Chairs	4
Music stands	2
Hamper; with castors	1
Desk trays, wood	20
Boxes, wood	5

BLDG. NO. DESIGNATION BLOCK #23	NUMBER EQUIPMENT	SIZE AND MAKE	SIZE OF FLOORS BUILDING
2300 Officers Qtrs.	2 fountains, drinking 4 basins, wash 4 toilets 2 sinks, slop 2 urinals 1 tub, bath and shower unit 1 tank, hot water U-69 31 radiators, steam 1 shower, stall 1 thermometer 1 regulator, steam	16"x18" 20"x24" Indv. 140 gal. L.A. Tank & Boiler Wks 260 degrees	150'x29'6" 1
2301 Officers Qtrs.	1 fountain, drinking 1 sink, slop, enamel 2 toilets 2 basins, wash 1 tub, bath w/shower 1 tank, hot water U-69 18 radiators, steam 1 regulator, steam 1 thermometer 5 lockers, wall 2 toilets 3 basins, wash 1 tank, hot water U-69 1 sink, slop, enamel 17 radiators, steam 1 thermometer 1 regulator, steam 1 shower, stall 1 tub, bath w/shower, com. 4 toilets 2 urinals, porcelain 5 basins, wash 2 sink, slop, enamel 2 fountains, drinking 1 tank, hot water U-69 26 radiators, steam 1 thermometer 1 regulator, steam 1 shower 4 toilets 5 basins, wash 1 sink, slop, enamel 1 urinal 26 radiators, steam 1 tank, hot water U-69 1 thermometer 1 regulator, steam 13 radiators 1 fountain, drinking 2 basins, wash 3 toilets 1 urinal 1 tub, set, enamel 1 tank, hot, water, serial A1049 1 thermometer 1 regulator, steam 1 kitchen sink, enamel 5 toilets 4 basins, wash 2 sinks, slop, enamel 1 tub, bath w/shower com. 1 shower, stall 2 fountains, drinking	18"x20" 16"x18" 140 gal. L.A. Tank & Boiler Wks. Thermolator 240 degrees Frese 18"x36"x60" 18"x24" 140 gal. 20"x24" 240 degrees Frese Thermolator Indv. Haws 140 gal. L.A. Boiler Wks. 260 degrees Powers Indv. 18"x20" 20"x24"	80'x29'6" 1 25'x81' 1 29'6"x120' 1 25'4"x120'2" 1
2302 Receiving office			
2303 Officers Qtrs.			
2304 Administration			
2305 Officers & Nurses Rec. Hall			
2306 Nurses Qtrs.			

2307 Nurses Qtrs.	1 tank, hot water U69 140 gal. L.A.Boiler Wks.		
	1 tub, wash, composition	23"x24" Frazer	
	33 radiators, steam		
	1 thermometer	240° Frese	
	1 regulator, steam	American	
	5 toilets		29'6"x150' 1
	4 basins, wash		
	2 sinks, slop	20"x24"	
	1 tub, wash, composition	23"x24"	
	1 tub, bath, w/shower com.		
	1 shower, stall		
	2 fountains, drinking		
	1 tank, hot water U69 120 gal. L.A.Boiler Wks.		
	33 Radiators, steam		
	1 thermometer	240°	
	1 regulator, steam	American	
	2 regulators, gas		25'4"x93'2" 1
2308 Officers Mess	1 toilet		
	1 thermometer	260°	
	1 regulator, steam		
	2 ventilators, rotating	12"	
	1 slicer, electric Hobart, American make Ser.456094		
	3 thermostats	Minneapolis Honeywell	
	1 steamer heavy food cooker 3 comp. John Van Range Co.		
	1 toaster, gas	720 slices Savory	
	1 frialator	68 lbs. Pitman Sons	
	1 urn coffee steam 10-20-10 gal. Blickmen Inc.		
	1 refrigerator, elec. #7 65 Co.ft. Seegar		
	2 ranges, gas, OT 4 burner American Stove Co.		
	1 range, gas, CT	American Stove Co.	
	1 sink scullery galv. 2 sec. Emil Brown Co. 108"x24"x16"		
	1 sink, scullery galv. 1 sec.Emil Brown Co. 36"x24"x16"		
	3 heaters, steam w/fan susp. Dunham Co.		
	1 sink, enamel	20"x30"	
	1 refrigerator, walk-in	2 comp. 531 cu.ft.	
	1 table, work steel		
	1 table, laminated cooks w/pan racks		
	1 trap grease	25 G.P.M.	
	10 tables, mess		
	1 tank, hot water	350 gal. L.A.Boiler Wks.	
	1 lavatory	18"x20" Crane Co.	
	6 toilets		25'4"x111'2" 1
	18 basins, wash		Wings 14'x20'
	3 Urinals,	Indv.	8'x7'4'3"
	1 tub, set, enamel		
	2 fountains, drinking	Haws	
	25 radiators, steam		
	1 sink, deep enamel	2'x2'	
	1 sink, enamel	2'x2 1/2'	
2309 Dental Clinic	1 tank, hot water U69 120 gal. L.A.Boiler Wks.		
	1 M.H. thermostat		
	1 compressor, air UAK	LA 123 Devilbiss	
	1 thermometer	240° Frese	
	1 regulator, steam	Thermetrol	
	5 toilets		29'6"x150' 1
	4 basins, wash	16"x18"	
	2 sinks, slop	18"x22"	
	1 tub, wash, composition, ldry. 23"x24" Frazer		
	1 tub, bath w/shower comb.		
	1 shower, stall		
	2 fountains, drinking		
	1 tank, hot water U69	140 gal. L.A.Boiler Wks.	
	33 radiators, steam		
	1 thermometer	260°	
	1 regulator, steam	Powers	
	5 toilets		29'6"x150' 1
2311 Nurses Qtrs.	4 basins, wash	16"x18"	
	2 sinks, slop	18"x22"	
	1 tub, wash, composition, ldry. 23"x24" Frazer		
	1 tub, bath w/shower comb.		
	1 shower, stall		
	2 fountains, drinking		
	1 tank, hot water U69	140 gal. L.A.Boiler Wks.	
	33 radiators, steam		
	1 thermometer	260°	
	1 regulator, steam	Powers	
	5 toilets		29'6"x150' 1
	4 basins, wash	16"x18"	
	2 sinks, slop	18"x22"	
	1 tub, wash, composition ldry. 23"x24" Frazer		
	1 tub, bath w/shower, comb.		
	1 shower, stall		
	2 fountains, drinking		
2312 Nurses Qtrs.	1 tank, hot water U69	140 gal. L.A.Boiler Wks.	
	33 radiators, steam		
	1 thermometer	260°	
	1 regulator, steam	Powers	
	5 toilets		29'6"x150' 1
	4 basins, wash	16"x18"	
	2 sinks, slop	18"x22"	
	1 tub, wash, composition ldry. 23"x24" Frazer		
	1 tub, bath w/shower, comb.		
	1 shower, stall		
	2 fountains, drinking		
	1 tank, hot water U69	140 gal. L.A.Boiler Wks.	
	33 radiators, steam		
	1 regulator, steam	Powers	
	1 Minneapolis Honeywell Thermostat		
	4 toilets		25'x150'6" 1
	6 basins, wash	15"x18"	
2314 Ward S-1 EENT	1 urinal		
	1 tub, bath		
	35 radiators, steam		
	1 sink, enamel w/2 drain boards		
	1 sink, enamel w/1 drain board		
	1 sink, surgical	20"x20"	
	1 tank hot water U65 180 gal	L.A.Boiler Wks.	
	1 shower, stall		
	1 thermometer	260°	
	1 regulator, steam	Powers	
	4 toilets		25'x150'6" 1
	6 basins, wash	15"x18"	
	1 urinal	Indv.	
	1 tub, bath		
	35 radiators, steam		
	1 sink, enamel w/2 drainboards		
	1 sink, enamel w/1 drainboard		
2315 Ward S-2 EENT	1 sink, surgical	20"x20"	
	1 tank, hot water U69 300 gal. L.A.Boiler Wks.		
	1 shower, stall		
	1 thermometer	260°	
	1 regulator, steam	Powers	

2316 Ward S-3 Ortho.	34 radiators, steam 6 basins, wash 4 toilets 1 sink w/2 drains, enamel 1 sink, w/1 drain, enamel 1 tub, bath 1 shower, stall 1 urinal 1 tank, hot water 1 thermometer 1 regulator, steam 1 surgical sink	25' 15"x18"	25'x150'6"	1
		Indv. 180 gal. L.A. Boiler Wks. 260° Powers		
2317 Ward S-4 Clean Surg.	6 basins, wash 35 radiators, steam 4 toilets 1 sink, w/2 drains enamel 1 sink, w/1 drain enamel 1 sink, surgical 1 tub, bath 1 shower, stall 1 urinal 1 tank, hot water 1 thermometer 1 regulator, steam		25'x150'6"	1
		20"x20"		
		Indv. 140 gal. LA Blr Wks. 260° Powers		
2318 Ward X-1	35 radiators 6 basins, wash 4 toilets 1 sink w/2 drains enamel 1 sink, w/1 drain enamel 1 sink, surgical 1 tub, bath 1 shower, stall 1 urinal 1 tank, hot water 1 thermometer 1 regulator, steam	15"x18"	25'x150'6"	1
		20"x20"		
		180 gal. 260° Powers		
2319 Ward X-2	35 radiators, steam 4 toilets 6 basins, wash 1 sink, w/2 drains enamel 1 sink, w/1 drain enamel 1 tub, bath 1 sink, surgical 1 shower, stall 1 urinal 1 tank, hot water 1 thermometer 1 regulator, steam	15"x18"	25'x150'6" Wing 25'4"x59'10"	1
		20"x20"		
		Indv. 180 gal. Soto Welding Wks. 260° Lawler		
2320 Mess #2	2 toilets 23 radiators, steam 3 basins, wash 1 thermometer 1 regulator, steam 1 ventilator, rotating 2 trucks, dish w/trays 31 tables, mess 1 sink, kitchen 2 grease traps 1 table, cooks w/pan rack, laminated 2 sinks, scullery, galv. & wood 1 urn, coffee #CS115 15-30-15 Amer. Metalware 1 sink, cooks 1 table, steam 1 oven roasting 5 comp. Preferred Util.Mfg.Co. oil burning 2 tables, kitchen wood 1 kettle jacketed steam 40 gal. Parker 1 tank, hot water, gas & steam 400 gal. ser. 244 Soto Weld.Wks. 1 mixer, food #j 1068 1 urinal 3 20" ventilating fans 1 shower, stall 1 compartment wood refrigerator model V.S.20Ser.#G.H.9555 2 tables, wood 1 Bain Marie 1 steel rack for utensils 1 steel stand 1 table, wood 1 table, wood	25'x175' Wing 36'x37'		1
		15"x18" 260° American Lawler 16" 41"x25"		
		18"x24" 25 G.P.M.		
		24"x24" 26"x54" Bain Marie 36"x96" laminated		
		150 lbs. Hobart		
		34"x72"		
2321 Ward X-3	1 tub, enamel, bath 1 shower, stall 6 wash basins 4 toilets 1 urinal 1 sink w/2 drainboards 1 sink w/1 drainboard 1 sink, surgical 1 tank, hot water 35 radiators, steam 1 thermometer 1 regulator, steam 1 tub, enamel bath 1 shower, stall		25'x150'6" Wing 25'4"x59'10"	1
		20"x20" 180 gal. Soto Welding Wks. 260° American Lawler		
2322 Ward M-14 Conv.	6 basins, wash 4 toilets 1 urinal 1 sink w/2 drainboards	15"x18"	25'x150'6" Wing 25'4"x59'10"	1

	1 sink w/1 drainboard	20"x20"		
	1 tank, hot water	300 gal.	Soto Welding Wks.	
	33 radiators, steam, sectional			
	1 thermometer	260°	American	
	1 regulator, steam			
	1 sink, surgical	Lawler		
2323	Ward M-15	35 radiators, steam, sectional type	25'x150'6"	1
	1 sink w/2 drainboards, enamel	Wing	25'4"x59'10"	
	1 sink w/1 drainboard, enamel			
	1 sink, surgical	20"x20"		
	6 basins, wash	15"x18"		
	4 toilets			
	1 tub, bath			
	1 shower, stall			
	1 urinal	Indv.		
	1 tank, hot water	300 gal.	Soto Welding Wks.	
	1 thermometer	260°	American	
	1 regulator, steam	Lawler		
2324	Ward M-16 Conv.	34 radiators, steam	25'x150'6"	1
	1 sink w/2 drainboards enamel	Wing	25'4"x59'10"	
	1 sink w/1 drainboard, enamel			
	1 sink, surgical	20"x20"		
	6 basins, wash	15"x18"		
	4 toilets			
	1 tub, bath, enamel			
	1 shower, stall			
	1 urinal	Indv.		
	1 tank, hot water	300 gal.		
	1 thermometer	280°	Crane	
	1 regulator, steam	Lawler		
2325	Ward M-1	8 toilets	25'x150'6"	1
	12 basins, wash	18"x20"	Wing 9'x28'	
	1 urinal	Indv.		
	4 showers, stall			
	2 tubs, bath			
	1 sink, surgical, enamel	20"x20"		
	1 sink, w/2 drains, enamel			
	1 sink, w/1 drain, enamel			
	1 tank, hot water #645	180 gal.	L.A.Boiler Wks.	
	36 radiators, steam sectional type			
	1 regulator, gas			
	1 thermometer	240 degrees	Frese	
	1 regulator, steam	Powers		
2326	Ward M-2	8 toilets	25'x150'6"	1
	12 basins, wash	18"x24"	Wing 9'x28'	
	1 urinal porcelain	Indv.		
	4 showers, stall			
	2 tubs, bath			
	1 sink, slop, enamel	20"x20"		
	1 sink, w/2 drains, enamel			
	1 sink, w/1 drain, enamel			
	1 tank, hot water	300 gal.		
	31 radiators			
	1 regulator, gas	Reliance		
	1 thermometer	240 degrees	Frese	
	1 regulator, steam	Thermotrol		
2327	Ward M-3	8 toilets	25'x150'6"	1
	12 basins, wash	18"x20"	Wings 9'x28'	
	1 urinal	Indv.	25'x150'	
	4 showers, stall			
	2 tubs, bath			
	1 sink, slop, porcelain	20"x20"		
	1 sink w/2 drains, enamel			
	1 sink w/1 drain, enamel			
	1 tank, hot water	300 gal.		
	35 radiators, steam			
	1 regulator, gas	Reliance		
	1 thermometer	250 degrees	Moeller	
	1 regulator, steam	Powers		
2328	Laboratory	1 tank, hot water, steam	120 gal.	25'x150' 1
	7 basins, wash			
	5 toilets			
	2 urinals			
	2 sinks, slop, enamel	20"x24"		
	2 tables, lead top	4'x10'		
	1 table, lead top	2'x20'		
	1 table, lead top	28"x24'		
	25 radiators, steam			
	1 fountain, drinking	Haws		
	1 regulator, gas	Reliance		
	1 thermometer	260 degrees		
	1 regulator, steam	Powers		
	2 ventilators, rotating			
	1 cabinet, laboratory, heating & drying w/fan, gas & elec.oper.			
	9 sinks, enamel	14"x20"		
	1 sink, double galv. iron scullery, about 1100 lbs. of sheet lead on tables			
2329	Surgery	2 showers, stall	25'x159'	1
	7 basins, wash	18"x20"	Wings 9'x51'6"	
	3 sinks, slop, enamel	18"x22"	12"x24'	
	4 toilets			
	1 urinal			
	1 tank, hot water, steam	180 gal.	6'x10'	
	8 sinks, surgical, porcelain	24"x31"	8'x9'	
	4 sinks, w/1 drainboard enamel			
	28 radiators, steam			
	1 thermometer	250 degrees	Frese	
	1 regulator, steam			
	4 ventilators, rotating	12"		

	1 sink, w/2 drainboards	2'x4'		
	1 sink, w/1 drainboard	2'x3'		
	1 tank, hot water	140 gal.		
	1 sink, surgical, porcelain	31"x23"		
	1 bath tub, set			
	1 thermometer	260 degrees		
	1 regulator, steam	Powers		
2340 S-11 Conv.	35 radiators, steam, sectional type	25'x150'6"		1
	1 sink, w/2 drainboards, enamel	Wing 25'4"x59'10"		
	1 sink, w/1 drainboard, enamel			
	6 basins, wash	15"x20"		
	4 toilets			
	1 sink, slop, porcelain			
	1 tub, bath			
	1 urinal	Indv.		
	1 shower, stall			
	1 tank, hot water, ser. 267	180 gal. Soto Welding Wks.		
	1 thermometer	280 degrees Crane		
	1 regulator, steam			
2341 New Boiler House	2 pumps, water electric	25'x52'		1
	3 boilers, circ. cast iron, oil, Novus, pressure 15 lbs.			
	water pressure 30 lbs. A.S.M.E. Std.			
	2 boilers, high pressure, oil, Erie, 39.6 HP			
	100 lbs. working pressure ser. #9116 & 9120			
	1 tank, return	500 gal.		
	1 tank, fuel, oil, cement	6000 gal.		
	1 toilet			
	3 brick stacks, 40' high	48'8"x4'8"		
	1 basin, wash	15"x18"		
	1 tank, hot water	220 gal.		
	1 tank, hot water	80 gal.		
	1 regulator, oil			
	2 thermometer	260 degrees Crane		
2342 S-12	1 tub, bath	25'x150'6"		1
	1 shower, stall	Wing 26'4"x59'10"		
	6 wash basins			
	4 toilets			
	1 urinal			
	1 sink w/2 drainboards enamel			
	1 sink, w/1 drainboard enamel			
	1 sink, slop, porcelain	20"x20"		
	1 tank, hot water	180 gal. Soto Welding Wks.		
	35 radiators, steam, sectional type			
	1 thermometer	260 degrees		
	1 regulator, steam			
2343 S-13 Conv.	1 tub, bath	25'x150'6"		1
	1 shower, stall	Wing 25'5"x59'10"		
	6 basins, wash			
	4 toilets			
	1 urinal	Indv.		
	1 sink, w/2 drainboards, enamel			
	1 sink, slop, porcelain			
	1 sink, w/1 drainboard, enamel			
	1 tank, hot water	180 gal. Soto Welding Wks.		
	34 radiators, steam			
	1 regulator, steam			
	1 thermometer	260 degrees		
2344 S-14 Conv.	1 tub, bath	26'x150'6"		1
	1 shower, stall			
	6 wash basins	15"x18"		
	4 toilets			
	1 urinal			
	1 sink w/2 drainboards, enamel			
	1 sink, slop, porcelain			
	1 sink, w/1 drainboard, enamel			
	1 tank, hot water	180 gal. Soto Welding Wks.		
	35 radiators, steam, sectional type			
	1 thermometer	260 degrees		
	1 regulator, steam	Lawler		
2345 Ward M-4 Card.	4 toilets	25'x150'6"		1
	6 basins, wash, enamel	18"x20" Wing 9'x59'		
	1 urinal, porcelain	Indv.		
	1 shower, stall			
	1 tub, bath			
	1 sink, slop, porcelain	20"x20"		
	1 sink, w/2 drainboards, enamel			
	1 sink, w/1 drainboard, enamel			
	1 tank, hot water #650	120 gal. L.A. Boiler Wks.		
	35 radiators, steam sectional type			
	1 regulator, gas	Reliance		
	1 thermometer	240 degrees Frese		
	1 regulator, steam	Powers		
2346 Ward M-5 G.I.	4 toilets	25'x150'6"		1
	6 basins, wash	18"x20"		
	1 urinal porcelain	Indv.		
	1 shower, stall			
	1 tub, bath			
	1 sink, slop, porcelain	20"x20"		
	1 sink w/2 drainboards enamel			
	1 sink w/1 drainboard, enamel			
	1 tank, hot water U-69	120 gal. L.A. Boiler Wks.		
	35 radiators, steam			
	1 regulator, gas	Reliance		
	1 thermometer	240 degrees Frese		
	1 regulator, steam	Thermolator		

2347 Ward M-6 Resp.	4 toilets	25'x150'6"	1
	1 shower, stall	Wing 9'x59'	
	6 basins, wash	18"x20"	
	1 urinal, porcelain	Indv.	
	1 tub, bath		
	1 sink, slop, porcelain	20"x20"	
	1 tank, hot water U-69	120 gal. L.A.Boiler Wks.	
	35 radiators, steam, sectional type		
	1 regulator, gas	Reliance	
	1 sink, w/2 drainboards, enamel		
	1 sink, w/1 drainboard, enamel		
	1 thermometer	250 degrees Moeller	
	1 regulator, steam	Thermolator	
	4 toilets	25'x150'6"	
	1 shower, stall	Wing 9'x59'	
2348 Ward M-7 Resp.	6 basins, wash	18"x20" Crane Co.	1
	1 urinal, porcelain	Indv.	
	1 tub, bath		
	1 sink, slop, porcelain	20"x20"	
	1 sink, w/2 drainboards	22"x60" Crane Co.	
	1 sink, w/1 drainboard		
	1 tank, hot water U-69	120 gal. L.A.Boiler Wks.	
	35 radiators, steam, sectional type		
	1 regulator, gas	Reliance	
	1 thermometer	260 degrees	
	1 regulator, steam	Powers	
	3 ventilators, rotating	24" 37'x141'	
	1 regulator, steam	Powers Wing 13'6"x16'3"	
	3 regulators, gas	Reliance 15'6"x7'	
	27 tables, mess	33'x30'	
2349 General Mess #1	1 pump circulation, w/motor serial #2X6046	3 HP	1
	1 machines, chopper meat elec. attachment to Hobart mixer		
	1 broiler, toaster, griddle comb.		
	3 kettles, steam, food warmers, 5 gal.		
	1 range, gas CT	Majestic	
	2 traps, grease		
	3 heaters, steam sus w/fan Dunham		
	1 tank, hot water	1000 gal. L.A.Boiler Wks.	
	1 ventilator, rotary	6"	
	1 heater, gas	U.S.Air Co.	
	1 cutter, food, comb. ser. 738578	3/4 HP Hobart Mod. 215 G-A 230V	
	1 heater, water, Mod. #790747	Pittsburg	
	3 sinks, scullery galv. w/drain	108 x 24 x 16	
	1 rack pan pipe frame		
	1 sink scullery galv. w/1 drain		
	3 basins, wash		
	4 toilets		
	2 urinals	Indv.	
	1 sink, slop, porcelain	18"x22"	
	2 steamers, food cookers	3 comp. Jno Van Range Co.	
	2 frialators, type 4 68#	Pitman Son	
	1 oven baking gas	2 comp. Magic Chef	
	1 table, bakers, laminated w/tray racks		
	3 tables, work	72"x30"	
	4 ranges, OT 4 burner	Majestic	
	1 refrigerator, elec. 7 comp.	McCray	
	1 refrigerator walk-in, 2 comp.	5'x5' Jamison	
	1 refrigerator walk-in	8'x14' Jamison with unit	
	1 refrigerator, elec. 5 comp.	Freidrich	
	1 dishwasher, elec.	8000 pc. Hobart	
	3 M.H. thermostats		
	1 water cooler, electric	Day & Night, Curtis Unit	
	3 steel utensil racks	18"x54"x65" 3 shelves each	
	1 steel table	32"x39"	
	meat track and 21 roller meat hooks		
	4 toilets	25'x150'6"	
	1 tub, bath	Wing 9'x58'	
	6 basins, wash	18"x20"	
	1 urinal	Indv.	
	1 shower, stall	Indv.	
	1 sinks, w/2 drainboards, enamel		
	1 sink, w/1 drainboard, enamel		
	1 sink, slop, porcelain	20"x20"	
	1 tank, hot water	120 gal. L.A.Boiler Wks.	
	33 radiators, steam, sectional		
	1 thermometer	240° Frese	
	1 regulator, steam	Lawler	
	1 hose, fire	100' 3" 25'x152'	
	36 radiators, steam	Wing 9'x30'4"	
	8 basins, wash	18"x20"	
	5 showers, stall		
	8 toilets		
	1 sink w/1 drainboard, enamel		
	1 sink, slop, porcelain		
	1 tank, hot water	120 gal.	
	2 urinals	Indv.	
	4 thermometers	260° Crane	
	1 thermometer	240°	
	2 regulators, steam	Powers	
	7 toilets	25'4"x150'2"	
	4 showers, stall	Wing 9'x30'4"	
	9 basins, wash	18"x20"	
	1 tub, enamel		
	1 sink, w/2 drainboards, enamel		
	1 sink, w/1 drainboard, enamel		
	1 tub, bath		
	1 tank, hot water	120 gal.	

		33 radiators, steam			
		1 regulator, gas	Reliance		
		1 thermometer	240° Frese		
		1 regulator, steam	Thermolator		
		3 thermometers	260° Crane		
2354	Ward M-8, Shin	33 radiators, steam core & fin type		25'x150'6"	1
		6 basins, wash	16"x18"		
		4 toilets			
		1 sink w/2 drainboards, enamel			
		1 sink w/1 drainboard, enamel			
		1 sink, slop porcelain			
		1 tub, bath			
		1 shower, stall			
		1 urinal	Indv.		
		1 tank, hot water, ser. 1030	gal. L.A.Boiler Wks.		
		1 thermometer	260°		
2355	Ward M-9 Resp.	1 regulator, steam	Powers		
		34 radiators, steam, core & fin type		24'x150'6"	1
		6 basins, wash	16"x18"		
		4 toilets			
		1 sink, w/2 drainboards, enamel			
		1 sink w/1 drainboard, enamel			
		1 sink, slop, porcelain,	20"x20"		
		1 tub, bath			
		1 shower, stall	Indv.		
		1 urinal, porcelain	Indv.		
		1 tank, hot water	140 gal.		
		1 thermometer	260°		
		1 regulator, steam	Powers		
2356	Ward M-10, Gen;l	36 radiators, steam, core & fin type		25'x150'6"	1
		4 toilets			
		6 basins, wash	16"x18"		
		1 sink w/2 drainboards, enamel			
		1 sink w/1 drainboard, enamel			
		1 tub, bath			
		1 sink, slop, porcelain	20"x20"		
		1 shower, stall			
		1 urinal, porcelain	Indv.		
		1 tank, hot water A1027	140 gal. L.A.Boiler Wis.		
		1 thermometer	260°		
		1 regulator, steam	Powers		
		1 M. H. Thermostat			
2357	Ward M-11	35 radiators, steam, core & fin type		25'x150'6"	1
		4 toilets			
		6 basins, wash	16"x18"		
		1 sink w/2 drainboards, enamel			
		1 sink, w/1 drainboard, enamel			
		1 sink, slop, porcelain			
		1 tub, bath			
		1 shower, stall			
		1 urinal	Indv.		
		1 tank, hot water	140 gal.		
		1 thermometer	260°		
		1 regulator, steam	Powers		
		1 M. H. thermostat			
2358	Warehouse #1	3 toilets		25'4"x126'2"	1
	Partitions and shelving	1 sterilizer #72705	42"x48"x96" Amer.Sterilizer Co.w/4 wire racks		
		11 radiators, steam, 5 sections each			
		2 basins, wash			
2360	Library	1 urinal, enamel	2'	25'2"x29'5"	1
		3 radiators, steam			
		1 sink, slop, enamel	20"x24" Crane Co.		
		1 regulator, gas	Reliance		
		1 heater, gas, space 10000 BTU	William Warmolator		
2361	Warehouse #2	4 radiators, steam		25'4"x126'2"	1
	Partitions, shelves				
2362	Warehouse #3	1 heater, oil, fired	Detroit Lub.Co. 20'x148'		1
2363	Warehouse #6	1 tank, hot water	140 gal. Buehler	25'4"x126'2"	1
		1 thermometer	240' Frese		
2364	Warehouse #5	Nothing		25'4"x126'2"	1
2365	Boiler house	1 pump, steam oil	Duplex-Simonds Mach.Co.38'x47'1		
		2 pumps, water, steam	Duplex Wing 22'x38'		
		4 boilers, 3-178.6 HP, 1-214 HP.; Ser.No.6248, #6250, #6249, #8638			
		1 pump, rotary, oil	Sterling System		
		1 softener, water	Permutit Ser. 46257-7345		
		1 toilet			
		1 basin, wash			
		2 tanks, fuel, oil steel, 16,000 gal.			
		1 analyser, Hays type recording			
		1 regulator, gas			
		1 tank, hot water	1,500 gal.		
		1 thermometer	American		
		1 heater, water #12916	direct contact, Hopper		
		1 brick stack 6'4"x6'4"	at base, 100' high		
		1 welded steel stack 60" diameter, 95' high			
2366	P X No. 23	17 radiators, steam		25'x142'	1
		1 12" rotating ventilator			
	partitioned into rooms & hallway	4 basins, wash	15"x18"		
		4 toilets			
		2 urinals	Indv.		
		1 trap, grease	25 G.P.H.		
		1 tank, hot water	80 gal.		
		1 sink, enamel, slop	18"x22"		
		2 sinks, enamel	2x2x1 1/2		
		1 sink, scullery, galv. double			
		1 regulator, gas	Reliance		
		1 thermometer	260°		
		1 regulator, steam	Powers		

2367	Red Cross & Rec.Hall	28 radiators, steam 8 basins, wash 9 toilets 1 fountain, drinking 1 urinal 3 tub, bath & shower 1 tub, set, porcelain 1 tank, hot water 1 regulator, gas 2 M.H. thermostats 1 fire hose, 50' w/brass nozzle 3 footlights, disappearing 12 lights 1 regulator, steam 1 thermometer 1 heater, hot water, steam w/tank 55 gal. 1 fan, ventilating in projection booth	Indv. 20"x24" 80 gal. Reliance 240° Powers	56'3"x113'9"	1
2368	Warehouse #4	Nothing		20'x148'	1
2369	Inflammable storage oil & paint	NOTHING		21'x32'	1
2370	Hospital shops	11 radiators, steam 1 fountain, drinking 4 sinks, enamel 3 basins, wash 2 toilets 1 urinal 1 sink, slop, enamel 1 tank, hot water 1 regulator, steam 1 thermometer 4 radiators, steam 1 heater, steam w/fan susp. 1 tank, hot water 2 tubs, surgical, porcelain 1 cabinet, mortuary 3 comp. 1 thermometer 1 locker, wall	2 x 1 1/2 Indv. 18"x22" 80 gal. Powers 260° Dunham 80 gal. 2x2x2 1/2 HP Koch Refrig.Co. Ser.K1234 240° Frese 18"x36"x60"	25'x96'2"	1
	benches, cabinets, partitioned into 5 shoprooms				
2371	Transportation Office & Morgue			25'4"x33'2"	1
	Bldg. has concrete floor partitioned into four rooms				
2372	San. Officers Mess Officer, Supply Officer2	9 radiators 3 toilets 3 basins, wash 1 tank, hot water 1 urinal 1 thermometer 1 regulator, steam 1 M.H.thermostat	15"x18" 80 gal. Indv. 260° Powers	25'x70'	1
	Partitioned into 4 rooms				
2373	Garage diagonal sheathing	NOTHING		25'x41'	1
2375	Civ.Women's Dormitory	2 fountains, drinking 2 tubs, 2 sec. composition 2 showers, stall 3 basins, wash 1 sink, slop, enamel 3 toilets 1 furnace, oil 1 heater, not water #1105, 60 gal. Pan American 1 thermostat 1 tank, steel, horixontal, hot water, 140 gal. 48"x146" 1 tank, wooden 2 lockers, wall, plywood	Auburn #121199 6'x6' 18"x36"x60"	29'6"x104'	1
2376	Civ.Recreation Hall	2 basins, wash 2 toilets 2 heaters, oil 1 heater, water, oil 1 range w/double oven, oil, Wolf Range Mfg.Co. 2 heaters, oil fired 250,000 BTU Duo-Therm 1 thermometer 1 gauge, water 1 cabinet, rinse-spray	25,000 BTU Duo-Therm 60 gal.Pan American 200 lb. pressure	20'x52'	1
2377	Div.Mess Hall			20'x100'	1
2378	Div.Men's Dormitory	3 heater, oil 25,000 BTU Duo-Therm		20'x108'	1
2379	Civ.Men's Dorm. Latrine	1 heater, oil 25,000 BTU Duo-Therm 6 toilets 1 urinal, enamel 3 tubs, composition, double 6 showers, units 1 heater, water, oil, #979, 60 gal. Pan American 1 thermometer 1 gauge, water pressure 200 lb. 3 heaters, oil, 25,000 BTU Duo-Therm 3 heaters, oil 25,000 BTU Duo-Therm 8 radiators, steam 1 tub, set, enamel 3 basins, wash 3 toilets 1 heater, steam w/fan susp. 1 regulator, gas 1 heater, gas, space 1 heater, water, oil, 30 gal. 4 showers, stall 8 basins, wash 9 toilets 1 tank, hot water 34 radiators, steam 1 fountain, drinking 1 thermometer 1 regulator, steam heat 1 pump, heating w/motor, 4 tubs, laundry, composition 2 sec. 2 tubs, set, enamel 2 tubs, bath tile 1 heater, elec. w/fan susp. 52 lockers, wall	240° 200 lb. pressure 20'x108' 20'x28' 4' 240° 20'x108' 20'x108' 25'x50' 18"x20" U.S.Air Co. Reliance 10,000 BTU, Temco 40,000 BTU Aqualator Additions 200 gal. 260° Power Reg. Co. 1 HP Jeanings U.S.Air Co. 18"x36"x60"		1
2380	Civ.Men's Dormitory			20'x108'	1
2381	Civ.Men's Dormitory			20'x108'	1
2382	W.A.C.Recreation Hall			25'x50'	1
2383	W.A.C.Barracks			29'6"x150'	1

2384	W.A.C.Barracks	34 radiators, steam 1 fountain, drinking 1 tank, hot water 4 showers 5 basins, wash 5 toilets 1 thermometer 2 pump, sump 3/4 HP 1 regulator, steam 36 lockers, wall	Haws 200 gal. 260° Wagner Electric Powers 18"x136"x60"	29'6"x150'	1
2385	W.A.C.Barracks	33 radiators, steam 1 fountain, drinking 1 tank, hot water 6 showers, stall 7 basins, wash 7 toilets 3 tubs, laundry 2 sec. 1 tub, bath, tile 1 heater, elec. w/fan susp. 1 thermometer 1 regulator, steam 1 sink, slop 1 sump, pump 3/4 HP 46 lockers, wall	Haws 200 gal. Indv. 16"x18" Crane Co. 27"x52" U.S.Air Co. 260° 18"x22" Wagner Elec. 18"x36"x60"	29'6"x150'	1
2386	W.A.C.Mess Hall	1 thermometer 1 radiator, steam 1 regulator, steam 7 heaters, steam, susp. w/fan 1 heater, water 1 toilet 1 basin, wash 1 range, gas OT 1 broiler & griddle 1 frialator 68# 1 kettle steam 1 table steam 1 steamer vegetable 3 compartments 3 sinks, scullery, galv. 2 sec. 2 ranges, gas, CT 27 tables, mess 1 table, kitchen w/pan racks 2 traps, grease 1 refrigerator, walk-in 421.8 cu.ft. 1 fan, elec. in ventilator 1 regulator, gas 7 M.H. thermostats	260° Wings Powers Magic Chef Pitman Sons 50 gal. 72"x26" Emil Brown Sons 25 GPM Brunner compressor Reliance	37'x42' 37'6"x8'6" 43'6"x8'6"	1
2387	W.A.C.Barracks w/annex	8 showers 9 toilets 9 basins, wash 1 fountain, drinking 2 tubs, set, composition 35 radiators, steam 3 trays, laundry, double 4 iron stands 2 tubs, bath, tile 1 thermometer 1 regulator, steam 1 tank, hot water 33 lockers, wall 1 fountain, drinking 4 showers, stall 5 basins, wash, enamel 5 toilets 1 hot water tank and heater 1 thermometer 1 regulator, steam 26 lockers, wooden 33 radiators, steam 4 showers, adj. 5 toilets 6 basins, wash 1 urinal 1 fountain, drinking 1 tank, hot water U69 220 gal.	 Haws Frazer 240° Frese Powers 140 gal. 18"x36"x60" Haws 140 gal. Powers 18"x36"x60"	29'6"x150'	1
2388	W.A.C.Barracks	1 hot water tank and heater 1 thermometer 1 regulator, steam 26 lockers, wooden 33 radiators, steam 4 showers, adj. 5 toilets 6 basins, wash 1 urinal 1 fountain, drinking 1 tank, hot water U69 220 gal.	140 gal. Powers 18"x36"x60" 6' Haws L.A.Boiler Wks.	29'6"x150'	1
2390	W.A.C. Barracks	33 radiators 1 tub, composition 1 thermometer 1 steam regulator 4 showers, adj. unit 5 toilets 6 basins, wash 1 urinal 1 fountain, drinking 1 tank, hot water U69 220 gal.	Frazer 260° Powers 6' Haws L.A.Boiler Wks.	29'6"x150'	1
2391	Barracks	1 tub, set 33 radiators, steam 1 thermometer 1 regulator, steam 49 lockers, wall 1 tub, laundry 4 showers, unit 5 toilets 1 urinal 6 basins, wash 1 fountain, drinking 1 tank, hot water U69 220 gal.	Frazer 240° Frese Sterling 18"x36"x60" Frazer 6' Haws L.A.Boiler Wks.	29'6"x150'	1
2392	Barracks	1 tub, laundry 4 showers, unit 5 toilets 1 urinal 6 basins, wash 1 fountain, drinking 1 tank, hot water 220 gal. 1 furnace, gas	Frazer 29'6"x80' 6' Haws Nat'l Tank & Mfg. Co. 280000 BTU Toridaire	29'6"x80'	2

	1 heater, water	140000 BTU Pittsburg		
	1 regulator, gas	Reliance		
	1 pump, circulation	Aqualator		
	1 thermometer	240° Frese		
	1 gauge, water	200 lbs. pressure		
	17 lockers, wall	18"x36"x60"		
2393 Administration & Supply	1 basin, wash		25'4"x51'	1
Concrete floor	1 toilet			
w/linoleum. Partitioned	1 regulator, gas			
into 5 rooms	1 heater, gas, space, 30000 BTU Circu.ray			
counters, bins	1 heater, gas, space w/fan 25000 BTU Utility			
2394 Barracks	1 tub, laundry	Frazer	29'6"x80'	2
	4 showers, adj.			
	5 toilets			
	1 urinal	6'		
	6 basins, wash			
	1 fountain, drinking	Haws		
	1 tank, hot water	220 gal.		
	1 furnace, gas, 280,000 BTU	Toridair-Frazer-Johnston		
	1 heater, water	140,000 BTU Pittsburg		
	1 regulator, gas	Reliance		
	1 pump, circulation	Aqualator		
	1 gauge, water	200 lb. pressure		
	1 thermometer	240°		
2395 Mess Hall	27 lockers, wall	18"x36"x60"		
	1 thermometer	240° Brese	25'2"x93'2"	1
	1 sink, scullery, galv.	Wing	6'x41'6"	
	1 gauge, water	200 lb. pressure		
	1 frialator, 68 lb.	Pittman Sons		
	2 ranges, gas, heavy OT	American Stove Co.		
	1 range, gas, heavy, CT	American Stove Co.		
	2 tables, kitchen w/drawers			
	1 basins, wash			
	1 toilet			
	1 heater, hot water	190,000 BTU Burkay		
	1 trap, grease			
	1 table, steam			
	6 radiators, steam			
	17 tables, mess			
	1 refrigerator, walk-in, 110-220 volt, 60 cycle, 8'x10'			
	1 steamer, 2 sec.			
	1 kettle, steam			
	2 regulators, gas	Reliance		
	1 tank, hot water	140 gal.		
	1 furnace, hot water	Ideal		
	1 pump, circulating w/motor	Taco		
2396 Recreation Hall	1 regulator, gas	Reliance	25'x50'	1
	1 heater, gas, space, 20,000 BTU Utility			
2397 Recreation Hall	1 heater, gas w/fan 25,000 BTU Utility		25'8"x45'4"	1
linoleum on floors	1 sink, enamel	42"		
	WALKS WITH ROOFS			
	Closed walks	4931'x6'		
	Open walks with roof	2415'x7'		
	Roofs over roads, only	84'x11'		
	Roof over cement platform	14'x17'		
	Ramps uncovered, no roof or sides	74'x7'		
	Ramps with roofs	13'x7'		
	Platform	4'x12'x1"		
	Walk, side of building	168'x5'6"		
	Walk, with rail 30" high 2"x4" plate	44'x7'		
	Walk	509'x3'x2"		
	Walk	28'x2'x2"		
	STEPS			
	353 risers	7'2" wide		
	25 risers	3' wide		
	27 risers	6' wide		
	35 risers	4' wide		
	4 risers	7'2" wide with 10' cover		
	28 risers	7'2" wide with 10' cover		
	PLATFORMS			
	3 - 7'2"x8'	with 10' roof		
	6 - 7'2"x7'	with no roof		
	12 - 3'x7'2"			
	5 - 4'x7'2"			
	1 - 6'x48'			

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of Supplemental agreement transferring improvements at Camp Callan from United States to the City of San Diego; being Document No. 361382.

FRED W. SICK
City Clerk of the City of San Diego, California

By Francis T. Totten Deputy

End Book # 16